

**Approved by:  
The Management Board of Eurasian Bank JSC  
Minutes No.12 dated April 12, 2013**

**STANDARD TERMS  
FOR BANKING AND OTHER SERVICES OF  
EURASIAN BANK JSC  
(Adhesion Contract)**

**Almaty**

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## **SECTION I. INTRODUCTION**

### **Article 1. Principle Provisions**

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

sets the specific requirements for the Clients of the Bank and the deals/Operations/cash payments/transfers performed by them as amended from time to time. If these deals/Operations/cash payments/transfers do not comply with the requirements of INDs and/or laws of the Republic of Kazakhstan, the Bank shall be entitled to reject providing its services/products and/or reject performing signed agreements unilaterally, and terminate the contracts. Thus the Client unconditionally confirms the right of the Bank to reject performing the services/providing the products by acceding to the Standard Terms, and waives any claims to the Bank related to such rejection.

## **Article 2. General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. The Bank opens Current Accounts in tenge, US dollars, euro, rubles. The Current Account currency is specified in the Client's Application for Current Account opening. If Current Account is open for receipt of borrowed funds under unsecured loan, the currency of Account is tenge.

19. The Bank is entitled to reject Current Account opening in compliance with these Standard Terms, statutes and regulations of the Authorized Body and the Tax Code of the Republic of Kazakhstan (hereinafter – TCRK), inter alia in compliance with Art.581 TCRK.

20. A Current Account may be used by the Client for funds depositing, withdrawal and transfer. Funds transfer may be provided both to other Accounts of the Client and accounts of other beneficiary (recipient of funds). For receipt of borrowed funds under unsecured loan only two transactions are possible on a Current Account:

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

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

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

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

- personal attendance of the Client and an attorney;
- to provide an original power of attorney and notarized card with the specimen of attorney's signature to a Bank employee;
- to sign and put the date (date of a power of attorney submission to the Bank) on the overleaf of original power of attorney in the presence of front-office employee;
- to set a memorable word to a client's card required for identification when contacting the Bank (Contact Center) for information on the account by phone;
- to set an access code to accounts required to confirm debit transactions (the Client informs the attorney for the debit transactions).

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

23-2. Service (including based on the Power of Attorney) for conducting debit transactions on a current account in the amount exceeding USD 50,000 (or equivalent in another currency) shall be made within 2

business days after the Client/attorney submits a request for cash withdrawal according to the template established by the Bank.

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

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

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

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

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

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

25-2. The Bank shall be entitled to unilaterally repudiate the execution of this Contract if the Client fails to provide the information or documents necessary for identification of the Client in order to fulfill the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing" and the Law of the United States "On Foreign Account Tax", or if the Bank has any reasons to believe that the Client is involved in legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing".

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

25-4. The Bank has the right to close Customer Current Accounts unilaterally if there is no money on Customer Current Accounts for more than one year, except for the presence of outstanding claims of the Bank under a loan and unfulfilled requirements under foreign trade export and import contracts accepted by the Bank for service, as well as unfulfilled requirements to a bank account, including orders of government authorities with the right to suspend the withdrawals from a bank account, as well as the decisions (judgments) of the authorized bodies or officials who have the right of seizure of client's money in accordance with the currency legislation of the Republic of Kazakhstan.

25-5. Changes and amendments to the Tariffs of the Bank, charged for opening, maintenance and closing of current accounts, and also for provision of other services related to conducting transactions on current accounts, are preliminarily reported by the Bank to Customers 14 (fourteen) calendar days prior to the date of putting such changes and amendments into effect, by way of placing them in Branches and Outlets (Operating areas) of the Bank in the places available for reviewing and getting acquainted and at the Internet-source of the Bank ([www.eubank.kz](http://www.eubank.kz)).

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

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

27. Account management is provided via written orders / payment documents (hereinafter – orders) issued by the Client according to the standard templates set by the Bank. Issuing orders on the electronic media is provided

according to procedure set in the Standard Terms for remote customer servicing (Section VI of the Standard Terms).

28. The Bank shall not accept the following payment documents (orders):

- containing unclear orders/instructions; not filled in/ not signed by the Client / on behalf of the Client;
- not containing the information specified by the laws of the Republic of Kazakhstan;
- filled in with pencil;
- containing corrections;
- containing an order to perform Operations breaching the laws of the Republic of Kazakhstan;
- in other cases specified in the laws of the Republic of Kazakhstan, INDs of the Bank and this Contract.

The Bank returns payment documents specified in this paragraph to the Client and does not bear any responsibility for the Client's losses related to rejection of the Bank to perform these orders.

29. The Bank performs Operations on the Account within the balance of the Account, including the balance of a Loan (Credit) issued or an overdraft balance approved by the Bank which may only be applied if the Contract signed by the Parties based on the Standard Terms is available.

30. The Bank does not perform the Client's order in part (incompletely).

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

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

33. The Client hereby accepts and agrees that:

- the Bank may use electronic and other methods of identifying cash payments/transfers which do not comply with the requirements specified in the Contract;
- when such 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 for the Client.

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

- to submit the information on payments/transfers/payment documents to the law enforcement agencies, authorized bodies, and other state bodies and institutions in cases specified in the laws of the Republic of Kazakhstan;
- disclosure of information on Loans and other Operations by the Bank to the Credit Bureau; this consent is executed according to the templates set by the Bank;
- to receive information on mandatory pension contributions of the Client to the pension savings funds, which is provided by State Center for Pension Payments (SCPP) in compliance with the laws of the Republic of Kazakhstan;
- to provide information on overdue Loans, terms of the Loan Agreements (providing of Credit Limit) to the collection agencies when transferring the claim rights under the said agreements to these agencies;
- direct debiting of erroneously credited amount from the Account by the Bank within the standards set by the laws of the Republic of Kazakhstan;
- direct debiting of an amount of the Client's Debt to the Bank from the Account and/or issue of payment request orders (PRO) attaching the originals of supporting documents.

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

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

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

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

38-1. If the Account(s) is(are) used for business, lawyer, notary activities or execution of enforcement documents (a private bailiff activities), 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 a breach of this obligation, and the Bank shall be entitled to recover it without further authorization by direct debiting the Client's Accounts, and the Client gives his/her irrevocable consent for this.

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

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

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

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

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

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

44. The Depositor is entitled to use the remote Account servicing. The procedure and terms of this service provision are specified in Section VI of the Standard Terms.

45. In case of Deposit lien by the authorized bodies and/or suspension of debit Operations on the Account according to the laws of the Republic of Kazakhstan, the interest accrual may be suspended for the lien duration or Operations suspension period, and the interest will be accrued according to On Demand interest rate. After lien removal / debit Operations resumption, the accrual of interest set in the Deposit Agreement, Application-Offer may be renewed. In case of third party's collection of funds from the Account, the interest shall be accrued only to the balance of the Account based on the interest rate set by a Deposit Agreement, Application-Offer, or 'on demand' interest rate as it is set in this Adhesion Contract.

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

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

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

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

2) excluded.

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

4) excluded.

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

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



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

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

48. The Bank is liable:

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

B) to provide security of the Deposit;

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

D) to perform operations on the Account according to a Deposit Agreement, Application-Offer, the Adhesion Contract and existing laws of the Republic of Kazakhstan.

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

F) to return the Deposit with the accrued interest on the terms and conditions set in the Deposit Agreement, Application-Offer, the Adhesion Contract within 5 (five) business days from the date when the Depositor submits an Application for the Deposit return written in any format;

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

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

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

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

49. The Bank is entitled:

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

B) to provide direct debiting of funds from the Account, including accrued Interest, in cases specified in the Deposit Agreement, Application-Offer, the laws of the Republic of Kazakhstan, upon orders of the third parties authorized by the laws of the Republic of Kazakhstan, including withdrawal of commission fees from the Account for the operations performed on the Account, as well as the amount of indebtedness under the deals concluded by the Parties;

C) to repudiate the Deposit Agreement, Application-Offer, the Adhesion Contract unilaterally according to p.1 of Art.404 of the Civil Code of the Republic of Kazakhstan, and in cases of not providing by the Client of information or documents necessary for identification of the Client in order to fulfill the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing" and of the US Law "Foreign Account Tax" by the Bank, or if the Bank has any reasons to believe that the Client is involved in legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the laws of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing";

D) to change the interest rate of the Deposit when extending the Deposit term, as well as in cases specified in the laws of the Republic of Kazakhstan, the Adhesion Contract and the Deposit Agreement, Application-Offer;

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

F) this paragraph is not applicable anymore;

G) if an amount on the Account is below the minimum required balance of the Deposit, the interest shall be accrued based on a rate for demand deposits, after expiry of 14 (fourteen) calendar days from the date when the

Bank has sent the appropriate notification to the Depositor till the date when the Depositor deposits the amount necessary to generate the required minimum balance of the Account.

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

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

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

(when debit transaction is conducted by an Authorized Representative, the Client should inform the Authorized Representative about the access code);

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

I) The client has the right to refuse to set an access code to the Account, SMS notifications when opening an Account and disable these services by submitting an application according to the template set by the Bank. Setting of a code word to the client's card is a mandatory parameter.

50. The Depositor is liable:

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

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

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

D) not to use the Account for entrepreneurial, advocatory, private notary activities, as well as for purposes of private bailiff, farm household operations; otherwise the Depositor shall reimburse to the Bank all/any incurred losses related to breach of this obligation, which the Bank is entitled to collect without notice;

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

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

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

H) Excluded.

51. The Depositor is entitled:

A) to receive the information on Account status (Account statements) at the branch/outlet of the Bank where the Account was open;

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

C) in case of forced liquidation of the Bank, to receive guaranteed compensation for the Deposit according to the procedure and within the terms specified in the existing laws of the Republic of Kazakhstan;

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

E) to receive or to refuse receiving SMS notifications for debit transactions (transactions in the amount equal to or exceeding the amount set by existing fees of the Bank) on the Account based on the written Application from the Depositor according to the template set by the Bank.

F) to re-register the Deposit to a third party without paying commissions and without loss of accumulated interest on the basis of Application. At the same time, the parties sign an Addendum. Re-registering of Deposit to a 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 a Deposit Agreement/Application-Offer and other outstanding obligations of the Depositor to the Bank, as well as to employees of organizations of payroll project;

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

- to present personally with an attorney;
- to provide to a Bank's employee the original power of attorney and a notarized card with the specimen of signature of an attorney;
- to put his/her signature and date (date of submitting a power of attorney to the Bank) on the overleaf of the original power of attorney in presence of a front-office employee;
- to set a code word to the client's card, which is necessary for identification when contacting the Bank (Contact Center) to get information on the account by telephone;
- to set an access code to account, required to confirm debit transaction from the account (the client informs an attorney about it to conduct debit transaction from the account).

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

I) to get services (including based on a power of attorney) for conducting debit transaction from a current account in the amount exceeding 50,000 US dollars (or equivalent in other currency) within 2 business days after application of the Depositor/Attorney for cash withdrawal according to the template set by the Bank.

52. Liability of the Parties:

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

B) The Bank shall not bear any liability to the Depositor in case of direct debiting of funds from the Depositor's Account in cases and according to the procedure specified in the laws of the Republic of Kazakhstan.

53. Other terms and conditions:

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

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

C) the Depositor's signature on a Deposit Agreement, Application-Offer evidences that the Depositor has read and agreed to the Adhesion Contract terms and conditions, commission fees charged for the services provided by the Bank, the Deposit Agreement, Application-Offer terms and conditions. The Depositor / Giver and any other parties concerned unconditionally acknowledge by acceding the Standard Terms that using of Electronic Digital Signature or other dynamic identification tools by the Depositor equals to manual signing of the hard copy by the Depositor (a third party – a giver);

D) excluded;

E) interest accrual shall start from the date following the date of funds depositing to the Depositor's Account;

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

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

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

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

I) the Deposit is managed by:

- the Depositor;
- representatives of the Depositor – based on the notarized power of attorney;
- heirs, in case of the Depositor's death, - in compliance with the laws of the Republic of Kazakhstan;

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

- payment of the Deposit amount and the interest in compliance with the Deposit Agreement, Application-Offer terms and/or the existing laws of the Republic of Kazakhstan;
- early withdrawal of the Deposit minimum required balance by the Depositor;

- untimely depositing of initial amount by the Depositor to the Account to constitute the amount equal to or exceeding the minimum required balance of the Deposit set in the Deposit Agreement, Application-Offer;
- K) according to the laws of the Republic of Kazakhstan, in case of forced liquidation of the Bank, its liability to return the Deposit is a subject of compulsory deposit insurance;
- L) all issues not covered in the Deposit Agreement, Application-Offer and the Adhesion Contract shall be governed by the existing laws of the Republic of Kazakhstan;
- M) in case of discrepancies in the texts of the Deposit Agreement, Application-Offer in Kazakh, Russian and other languages, the text in Russian shall prevail unless otherwise agreed by the Parties (the Depositor and the Bank).

## SECTION IV. CARD OPERATIONS

### Article 1. Glossary of Terms

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

- 1) **Authorization** – a permission of the Bank to carry out an Operation. In the result of successful (positive) Authorization, the Accessible Limit is reduced by the amount of Authorization.
- 2) **Card Activation** – a procedure when the Bank cancels technical restriction for carrying out the Operations by the Client caused by rejection of Authorization by the Bank, regardless of Accessible Limit or any other conditions, by any means chosen by the Bank. Activation is performed by means of the first debit Operation carrying out using the Card and introducing PIN of the Client;
- 3) **Bank** – Eurasian Bank JSC, which is the Issuer and the owner of the Card, including Branches and Outlets of the Bank and employees of the Bank, its Branches and Outlets.
- 4) **ATM** – an electronic–mechanical machine for Operations carrying out.
- 5) **Card Blocking** – full or temporary ban for Operations carrying out.
- 6) **Interest** – payment for use of a Loan, identified as a percent of a Loan amount per annum payable to the Bank.
- 7) **Statement** – monthly and/or additional Account statement generated by the Bank and displaying, inter alia, the Operations carried out in the accounting period, which is provided according to the Application terms and Fees of the Bank.
- 8) **Funds to be received in the future** – salaries, benefits, bonuses, Interest, material assistance, payments of incentive and compensating nature, allowances, additional payments and any other payments to the Client to be received/ received on the Account.
- 9) **Additional Card** – a Card linked to the Account and issued in addition to the Card of the Client either for the Client or for the Authorized person of the Client. Additional Card Operations shall be carried out only within the Accessible Limit amount, authorized by the Client for Additional Card Holder. The Client shall bear liability and obligations for all Operations carried out by an Additional Card Holder (other than the Client), including Operations within the Credit Limit/Loan amount.
- 10) **Accessible Limit** – sum of the Client’s own money on the Account and a Credit Limit (if available), less accrued but unpaid Interest and other payments (penalties) according to the Fees, and blocked amounts of Operations when the Bank has not received financial confirmation.
- 11) **Authorized person of the Client** – an individual, Additional Card Holder, who has a right of full or limited access to the Client’s Account by means of an Additional Card. The procedure and terms of Additional Card use (Accessible Limit, Limit of Operations) shall be determined by the Client by executing the appropriate documents in the Bank according to the set templates.
- 12) **Registered telephone number** – the Client’s telephone number used by the Bank for authentication/ identification of the Client.
- 13) **Application** – a special form (a Client’s application and an agreement entered into between the Client and the Bank for opening of a bank account with the of use of a payment card and for card issuance, or an application for opening of a bank account with the of use of a payment card, for card issuance and accession to the Standard Terms and Conditions of banking and other services of Eurasian Bank JSC (Adhesion Contract)), filled in by the Client and sent to the Bank, which may also contain a variety of offers to the Bank, including a proposal to the Bank for a loan;
- 14) **Identification** – determination of a Client's identity by the Bank based on Card data, including the confirmation by PIN entry, username and password used for Online Banking, Mobile Banking, Access Codes,

verification and / or other information, specified when the Client signs in the Online Banking, Mobile Banking, or obtained in providing IVR services or Telephone and SMS banking services, respectively.

14-1) **IPT** - Information and payment terminal, electronic-mechanical device capable of receiving, verifying the authenticity and storage of banknotes for future payments of individuals in self-service banking.

15) **Card** – a plastic Card of a payment system issued by the Bank to the Client / Client’s authorized person based on an application and other documents. The card is a tool to access money on the Account through electronic terminals and / or other electronic and mechanical devices, which contains information allowing a cardholder to carry out card transactions. Cards are divided into debit and credit cards. They may be embossed or unembossed with instant issue or a prepaid payment card.

16) **Client (Cardholder)** - an individual - resident of Kazakhstan who filed an application to the Bank and acceded to the Contract. The Client becomes a Cardholder after receiving a Card. Unless otherwise expressly determined, according to the Standard Terms a Cardholder means an Additional Card Holder as well.

17) **Verification code** – a code provided by the Bank to the Client which is required for authentication of the latter when contacting the Bank’s IVR.

18) **Code word** – a secret word assigned to the Client when completing the Application and required to identify the Client in his/her verbal request to the Bank.

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

20) **Credit limit** – a maximum aggregate debt on the Client’s loan set by the Bank which exceeds the Client’s own funds. A credit limit is deemed to be granted from the moment of crediting / setting of a certain amount to/on Account by the Bank.

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

22) **Grace period** – a period during which the interest is not accrued and not charged from the Client subject to performance of the conditions thereby established by the Bank Fees.

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

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

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

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

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

27) **Total debt** – total debt to the Bank, including debt on the Loan, accrued but unpaid Interests, fees (if any) and other obligations to the Bank, including debts incurred as a result of carrying out Operations by Additional Card Holder.

28) **Operation (Card Operation)** –

- a transaction carried out using Card / it details;
- debiting or crediting the Account in case of executing Client/third party orders, using the Card in payments for purchased goods and services; cash withdrawal; Account replenishment; debit Operations on Account; bank fee payments, interest payment based on Bank Fees, interest payment in the amount and manner provided for in the Contract, withdrawal of funds on the grounds determined by the laws of the Republic of Kazakhstan;
- other banking services provided to the Client as required by the laws of the Republic of Kazakhstan and under the Contract.

- 29) **Principal** – a part of the Client’s Total Debt representing an amount of Loan Operations (i.e. Loan amount), including capitalized fees and other payments, which is payable by the Client to the Bank fully/partly (according to the Loan terms) during a Settlement Period;
- 30) **PIN envelope** – a special sealed envelope issued to a Card/Additional Card Holder, containing an insert with a PIN printed on it;
- 31) **PIN** – Personal Identification Number assigned to the Cardholder and intended for identification thereof. Entering the correct (according to the IT systems of the Bank or PS) PIN is equivalent to a handwritten signature of the Cardholder.
- 32) **Late Payment Fee** – a penalty paid by the Client to the Bank for incomplete payment and / or non-payment of a Minimum Amount during the Settlement Period.
- 33) **Payment System (PS)** – a system of software and hardware, documentation, organizational and technical measures ensuring performance of Operations in accordance with the rules / regulations of the PS. According to the Standard Terms PS includes the following:
- American Express International payment system;
  - MasterCard International payment system;
  - Visa International payment system.
- 34) **Payment Period** - a period of time during which the Client must make a Minimum payment / pay a Total amount of debt on the Account.
- 35) **Rules of Card Use (Rules)** - requirements for the use, maintenance of the Card which are contained in Article 2 of this Section hereof.
- 35-1) **Eurasian Bank sends SMS messages to provide information about account/card activity** to Basic Card Holders and Additional Card Holders.
- A card holder receives an SMS message on his mobile phone on each of his card transactions as well as information on card-related services.
- An additional card holder receives an SMS message on his mobile phone on each of his card transactions.
- 36) **Overdue Principal** – a part of the Client’s Total Debt representing an amount of performed Loan Operations, including amounts of capitalized commissions and other payments, which was not refunded (paid) by the Client during the Settlement Period specified for repayment of such amount by the Client.
- 37) **Point of Card Service** - a place where Cards are used to withdraw cash or purchase goods and services, including without presence of the Card (e-merchants and others).
- 38) **Permitted overdraft** – a type of Credit, provided under the Credit limit on Client’s Card, which Total debt is payable in full as of a Settlement date on a monthly basis.
- 39) **Settlement date** – a date on which the Bank calculates the Interest for the use of Credit within a Settlement period.
- 40) **Settlement period** – a period of time involving Operations recorded within it and included in a regular Statement.
- 41) **Revolving credit** – a type of Credit, provided under the Credit limit on Client’s Card, whereunder an amount fixed as a percentage of a part of Principal as of a Settlement date and Interest accrued for a Settlement period is payable to the Bank on a monthly basis.
- 42) **POS-terminal** – a Point-of-sale (a merchant/service point): a device designated for Authorization while paying for goods and services, withdrawing cash, replenishing an Account, etc.
- 43) **Security code (CVV2)** – a code consisting of three digits - on the back of a card to the right of the Cardholder’s signature strip – intended for the confirmation of Operations transacted without use of the Card. A Security code shall be equal to the Cardholder’s signature.
- 44) **Slip** – a document confirming an Operation (POS terminal receipt, imprinters, ATM, other cheques).
- 45) **IVR** – Interactive Voice Response allowing a Client to receive the Bank’s services, such as PIN setting, available Account limit request and other. A list of the Bank services provided via IVR may be expanded/changed at the Bank’s own discretion.
- 46) **Cardholders support** – a Bank division receiving and processing Client calls, informing of products and services of the Bank, activating, blocking the Cards and performing other functions defined by the Bank for a current servicing of a Client/ Additional Card Holder.
- 47) **Insurance deposit** – an amount credited by the Client to a separate account with the Bank and frozen by the latter until the end of a Contract term. Insurance deposit may be used as collateral.

- 48) **Stop-list** – a list of damaged, suspended and lost Cards. The validity of the Cards included in the list shall be suspended and the use thereof shall be blocked.
- 49) **Contract validity term** – a period of time within which the Parties' obligation under the Contract shall be in effect until they are discharged.
- 50) **Account (a Current account)** – a bank account with use of a Card opened by the Bank for a Client to carry out Card Operations.
- 51) **Bank Fees** – commissions/penalties approved by the Bank's authorized body for the services on opening, maintenance, closing of Accounts, Loan servicing, breach of Clients' obligations under the Contract, which may also define some terms and types of services and the Credits under the Card's Credit limit. The fees are published on the Bank's website and the fees on Credit limit are specified in the Credit Limit Agreement both in hard copy and on electronic media.
- 52) **Card loss** – loss, theft, capture of a Card as well as obtaining such information as number, expiration date, encoding a magnetic stripe or a chip of the Card by third parties, including for the purposes of unauthorized use.
- 53) **Digital signature (DS)** – a digital signature. A username, password and other codes provided by the Bank shall be equal to a Client's signature.
- 54) **CashBack** (hereinafter - Refund or CashBack) – a function to return the money (part of the purchase cost) back to Account using a Client's payment card in non-cash payment operations related to payment for goods and services, the amount and conditions of which are determined by the Bank fees.
- 55) **MCC (Merchant Category Code)** - a 4-digit number which classifies the type of activity of a trade and service enterprise and used in Transactions with the Card or its details for the electronic transmission of information on it.

## **Article 2. Card Use Rules**

55. The Bank issues the Card directly to the Client or to the Client's Authorized person. Upon receipt of the Card, a Cardholder must put his/her signature on the reverse side of the Card.
56. The Bank issues the Card within 10 (ten) business days from the Client's Application submission date and payment of annual service fee to the Bank in accordance with the Fees. Immediate issue of the Card based on the Application is made by the Bank upon payment by the Client of such service fee in accordance with the Fees.
57. In case if Client refuses to use the Card after its expiration, it must notify the Bank of such refusal within 30 days prior to expiration thereof. In case of late notification and if the Bank issues a new Card with a new number and an expiration date, the Bank shall withhold payment from the Client for the next validity period of the Card. The Client unconditionally agrees that the Bank does not return the payment for reissuance of the Card in case of late notification of the Bank by the Client due to refusal to use the Card.
58. The Bank may immediately issue a payment Card if Client submits an Application to the Bank and pays annual service fee, if any, in accordance with the Bank's Fees.
59. The Client is deemed duly informed by the Bank about the services provided by the latter, Limits of Operations set by the Bank and the Fees for these services, as well as changes in the Bank's Fees (except as limited by the laws of the Republic of Kazakhstan), in case of placement of such information in the Bank's Client service areas, as well as Bank's website at [www.eubank.kz](http://www.eubank.kz) seven (7) calendar days prior to such changes, unless other terms are specified in agreement between the Bank and the Client. The Client understands and unconditionally agrees that the obligation of the Bank is limited only by timely informing with the above methods, and the Client is obliged to get acquainted with all necessary information and keep in contact with the Bank. This paragraph shall not apply to the Fees for a Loan granted to the Client by the Bank: changes in Fees for Credit limits / Loans shall be established by the Parties by signing Addendums to a Credit Limit Agreement, unless otherwise provided by the laws of the Republic of Kazakhstan.
60. The Client agrees to close the Account in case if no Transactions (movement) on the Account are carried out during 1 (one) calendar year and to credit the amounts up to KZT 500 (five hundred) to the Bank's income upon closing the Account, at the discretion of the Bank.
61. The Client is responsible for all Transactions made with Additional Cards by third parties, as well as for repayment of total debt on the Account, for damage and other loss, caused to the Bank.
62. The Bank charges Interest, commissions and other payments from the Client's Account in accordance with Agreement and the Bank Fees applicable on the date of Transaction. An Application is an instruction to the Bank

to charge from the Account all payments, as well as damages caused to the Bank by Cardholders / Additional Card Holders. This instruction is an obligation of the Client and may not be withdrawn unilaterally. Collection of these amounts shall be effected by direct debiting the Bank Account of the Client . In the absence of funds on the Account, amounts owed under the Contract, the Credit Limit Agreement, the Fees are charged by the Bank without further authorization from the other client's bank accounts, through their direct debiting and / or on the basis of payment requests-orders. By acceding the Standard Terms, the Client provides to the Bank an explicit, unconditional and irrevocable consent, including expressed in the relevant contracts / agreements and other related documents.

63. Signing the Contract, the Client confirms that he/she is a beneficiary of the funds on the Account and the funds transferred to the account, and that the sources of money on the account are legitimate.

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

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

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

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

68. PIN, including for Additional Card may be issued to the Client at his/her personal visit to the Bank in a PIN-envelope or through an IVR system agreed between the Bank and the Client.

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

70. With respect to the opening, closing and maintaining bank Accounts for Card Transactions, issue and maintenance of Cards, in addition to the laws of Kazakhstan and to the extent not contradicting it, the rules of international payment systems, international banking practice, business customs, Bank INDS shall apply. In the event of any conflict between the rules of international payment systems and these Standard Terms and / or a credit limit agreement and / or other agreements, the relevant rules of international payment systems shall apply.

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

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

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

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

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

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

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

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

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

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

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



81. A Cardholder shall be fully responsible for ensuring safety of a Card, as well as the confidentiality of its details (name of Cardholder, Card number, expiration date, etc.).
82. Due to the fact that the rules of different payment systems may vary, the Bank shall not be responsible for the additional fees charged by cash advance points (not related the Fees).
83. According to the payment systems rules a Merchant does not have the right to overprice the goods, works or services when accepting Cards for payment as compared with cash settlement. A Cardholder must notify the Bank about all cases of overstating the cost of goods, works or services.
84. A Cardholder unconditionally agrees that a Card shall be deemed to be in possession of, and used by, the Cardholder in the absence of a duly registered request, and that Card Transactions performed using the Card prior to registration of the request by the Bank shall be deemed to have been duly authorized by the Cardholder. The Cardholder shall bear the risk and liability in respect of Card Transactions carried out before the Card is blocked.
85. A verbal request, at the discretion of the Bank, shall be confirmed by a written application of a Cardholder submitted to the Bank within two business days of the verbal request. In case of failure to submit a written request within the above-mentioned period, the Cardholder is required to pre-notify the Bank specifying the reasons for the inability to provide the written request and to submit to the Bank a written request similar to the verbal request, as soon as possible.
86. By accession to the Standard Terms, the Client agrees that the Bank shall have the right to capture and record phone calls of a Cardholder, inter alia in order to avoid the occurrence of any disputes. In this case the Cardholder also agrees that recording of the phone calls by the Bank will be sufficient proof of the content of the verbal request made by the Cardholder until confirmation of such request in writing in accordance with these Standard Terms.
87. In case of addressing the request to the Bank branch or any member of the relevant payment system a Card will be blocked after the Bank registers the request provided by the Bank branch or the relevant member of the payment system on behalf of the Cardholder.
88. The request shall be deemed to be addressed by the Cardholder, who bears the risk and liability for any discrepancies between the request and his/her intentions, and for the consequences of blocking a Card by the Bank. The Bank shall not be liable for consequences of blocking the Card carried out based on a request made on behalf of the Cardholder transmitted by telephone / telex / fax in accordance with the requirements set forth in this Contract.
89. After blocking the Card based on a written request of the Cardholder, the Bank shall issue a new Card with a new number and PIN.
90. The Bank reserves the right to assert a claim to the Cardholder in the event of non-compliance with the Card storage and use requirements, as well as in case of non-compliance with PIN secrecy requirements (including after the Card lock) , as well as in case of premeditated illegal actions from the Cardholder.
91. In case of finding a Card previously confirmed as a lost one a Cardholder must immediately notify the Bank and return it to the Bank. In case of failure to return the found Card as provided by this paragraph, the Cardholder shall assume all risks caused by such failure to return the Card to the Bank and shall reimburse to the Bank any additional costs that may be incurred by the Bank in connection with the withdrawal of the Card.
92. The Bank may, without prior notice, to block the Account if it has the reason to believe that there is a risk of unauthorized fraudulent transactions on Client's current account.
- 92-1. The Client shall individually make all settlements with the tax authorities of the Republic of Kazakhstan and assume the potential risks associated with compliance with the requirements established by government authorities in respect of taxes and other obligatory payments applying to the money in the Account, including the returned amount paid by the Bank.
- 92-2. The Bank shall be entitled to unilaterally repudiate the execution of this Contract if the Client fails to provide the information or documents necessary for identification of the Client in order to fulfill the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing" and the Law of the United States "On Foreign Account Tax", or if the Bank has any reasons to believe that the Client is involved in legalization (laundering) of illegal earnings and (or) terrorism financing, recognized in compliance with the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorism Financing".
- 92-3. The Bank shall not be liable for non-compliance of MCC in electronic data of Operations received from the payment system with the actual activity of a trade and service enterprise.
- 92-4. The Client unconditionally agrees with disclosure of information about him/her by the Bank to Internal Revenue System of the USA, including, in the case of a change of circumstances, which resulted in occurrence of one or more features that give reason to believe that the Client is a person/resident of the United States (the owner of green card), and if the amount of money (balance) on the Account opened by the Client with the Bank exceeds an amount determined by the United States Law "On Foreign Account Tax" on the last date of the calendar year.

92-5. A client signs up to obtain SMS messages on his card and card-account activity by filling out a form with Eurasian Bank.

92-6. Liability for SMS notifications.

Eurasian Bank is not liable for a mobile company's failure to deliver an SMS message to a client.

Clients should be aware that mobile companies have access to the text of SMS messages that the Bank sends, including information about a client's account that the Bank considers confidential.

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

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

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

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

93. Estimated period equals to one calendar month.

94. Payment period equals to one calendar month.

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

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

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

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

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

100. The Bank shall be entitled to directly change the set amount of the Credit Limit or annul it.

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

102. The Client shall be entitled to submit a written application to the Bank for changing the amount of the Credit Limit.

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

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

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

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

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

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

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

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

109. Upon the end of each Settlement Period, the Bank shall form and provide the Client with a Statement in a way determined by the Client's Application. The Statement shall contain:

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

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

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

112. Money placed on the Account shall be withdrawn by the Bank from the Account for repayment of Indebtedness (if any) in the following order:

- in the first place – Unauthorized Overdraft;
- in the second place – amounts of accrued payments (commission fees, fines, penalties);
- in the third place – overdue Interest;
- in the fourth place– Interest;
- in the fifth place – principal debt, at that, Overdue Principal Debt at first and then the Principal Debt.

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

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

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

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

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

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

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

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

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

122. Total Debt of the Client shall consist of:

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

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

124. In case of write-off of money from the Client's accounts in other banks (institutions conducting certain types of banking activities) within the Republic of Kazakhstan and abroad, the Client shall reimburse for all expenses of the Bank related to the write-off in direct and uncontested proceeding.

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

125. The Bank, in case of accepting a Client's offer for granting a Revolving Limit, shall open the Credit Limit for consumer purposes on the Client's Account in one of the amounts provided by the Fees, specified in an Application by the Client for the period of twenty years with the Loan Term of two years on the basis of the information given by the Client in the Application and other available information. At that, before the Card activation and acceptance of the Client's offer for granting the Credit Limit by the Bank, the Credit Limit shall equal to zero.

126. The Bank shall inform the Client on acceptance of the offer for granting the Credit Limit and an amount of the set Credit Limit at the moment of the Card activation or by sending a notification on the fact to the Client at the address specified in the Application or by handing over a notification personally to the Client with signed acknowledgement. At that, the Credit Limit shall become available to the Client no later than on a day following the activation day.

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

128. The Bank shall be entitled to directly change the set amount of the Credit Limit and annul it. The Bank shall be entitled to directly use the Card and Loan Collateral for repayment of debt receivable on the Account and for repayment of the Loan amount, Interest, commission and penalty interest in an extrajudicial procedure, if repayment is delayed for more than 1 (one) day.

129. The Client shall be entitled to submit a written application to the Bank for changing the amount of the Credit Limit.

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

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

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

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

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

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

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

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

136. Upon the end of each Settlement Period, the Bank shall form and provide the Client with a Statement in a way determined by the Client's Application. The Statement shall contain:

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

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

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

139. A grace period under the Agreement may be set in cases provided by the Fees.

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

in full until the end of the Grace Period.

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

142. Money placed on the Account shall be withdrawn by the Bank from the Account for repayment of Indebtedness (if any) in the following order:

- in the first place – Unauthorized Overdraft;
- in the second place – amounts of accrued payments (commission fees, fines, penalties);
- in the third place – overdue Interest;
- in the fourth place – Interest;
- in the fifth place – principal debt, at that, Overdue Principal Debt at first and then the Principal Debt.
- this subparagraph is not applicable anymore.

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

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

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

146. In case, if the Client fails to credit money to the Account in the amount of a Minimum Payment within the period specified in the Statement as the period for payment of such Minimum Payment, this circumstance shall be considered as non-fulfillment (default) of the obligation to pay the Minimum Payment, at that, the difference between the amount of the principal debt in composition of the Minimum Payment and the amount of actually repaid principal debt at the expense of the money placed on the Account by the Client within the Payment Period following the Settlement Period, by the results of which the Statement was formed, shall be determined as a non-repaid part of the principal debt. The amount of money actually credited by the Client shall be understood as all amounts credited to the Account during the Payment Period following the Settlement Period, by the results of which the Statement was formed, and balance of money on the Account as of the beginning of the abovementioned Payment period (if any);

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

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

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

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

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

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

153. The Total Debt of the Client shall contain:

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

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

### **3. Statements**

155. The Bank shall prepare a Statement for a Client for each calendar month, before the 10<sup>th</sup> day of a current month for the previous one. The Statement shall reflect all Transactions with the Card, including commission

fees, interest and other charges withheld by the Bank, and the Account balance. The Client may receive Statements at the Bank or via post (including e-mail) at the address specified in the Agreement or the Application. The Bank may charge the Client with a commission fee for each sent Statement according to the Bank Fees applicable on the day of a Transaction. Statement shall not release the Client/Card/Additional Cards Holder from fulfillment of the obligations under the Agreement. Transactions for the current month may be reflected in a Statement for the following months.

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

#### **4. Disputable Transaction**

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

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

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

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

#### **5. Settlement Procedure**

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

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

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

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

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

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

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

168. In case, if the Bank confirms the Authorization, the Authorization Amount shall be blocked on the Account till the moment of debiting the Account for this amount or cancelling the Authorization Amount. The Available

Limit shall decrease by the amount of the Authorization confirmed by the Bank. If a Transaction was conducted without an Authorization, the Available Limit Amount shall decrease on the day of billing the appropriate amount.

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

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

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

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

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

174. In case of a lack of money on the Account and/or if the Client becomes insolvent, the Bank may directly collect (write off from the Account without an additional instruction of the Client) the amount of a debt to the Bank from any bank accounts of the Client opened in the Bank and other banks.

175. In case of an Unauthorized Overdraft and non-fulfillment of the obligations within the Settlement Period, the Bank shall temporarily suspend all Cards of the Client issued by the Bank and provide direct debiting of all amounts credited to the Account for repayment of the occurred debt and accrued interest. The Bank shall use direct debiting of the money placed on any Accounts of the Client with the Bank (and if necessary, convert it at the Rate as of the day of the transaction) for repayment of the occurred debt. In case, if the Client's Accounts do not contain sufficient amount of money to repay the debt to the Bank, including the Loan amount, penalty Interest on the Loan and other charges and expenses of the Bank, the Bank shall be entitled to block the Client's Accounts, and other Accounts of the Client with the Bank and directly transfer the present and incoming funds for repayment of the abovementioned expenses and debt. The Bank shall also be entitled to put in a claim for repayment of the debt to the Bank, including the Loan amount, penalty Interest on the Loan and other charges and expenses of the Bank, to any Account of the Client with any Bank of the Republic of Kazakhstan.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) set the maximal Transactions Limit and/or number of Transactions / Authorizations during a period specified by the Bank;
- 2) without prior notice, partially or completely abridge the right to use the Card/Additional Cards and Account in the event of non-compliance or on the Bank's suspicion of non-compliance by the Client (Card / Additional Card Holder) of the Agreement and/or the Rules and/or other legislative acts of the Bank and/or legislation of the Republic of Kazakhstan, as well as on the recommendation of the Payment System;
- 3) refuse to carry out transactions on the Client's Account as provided by these Standard Terms and the legislation of the Republic of Kazakhstan;
- 4) refuse to accept the Client's instruction at unavailability of the funds amount at the Client's Account sufficient for execution of this instruction, to close the Client's Account at availability of non-executed demands to the Client's Account;
- 5) request from the Client documents confirming the ground for carrying out payments and foreign exchange transactions;
- 6) provide the Client at this/her request with information on the general terms for carrying out bank transactions, as well as with information on the Fees of the Bank, the Tariff Packages;
- 7) provide confidentiality of information and keep banking secrecy on the transactions performed on the Client's Account in compliance with the legislation of the Republic of Kazakhstan;
- 8) provide the Client with the Loan Limit by way of accepting the Client's offer, having notified the Client on the amount of the Loan Limit pursuant to the Application, or by way of signing an Agreement with the Client;
- 9) change the Loan Limit in the order and as provided by these Standard Terms and/or the Client's Application;
- 10) set as a condition for the Card issuance placing the Insurance deposit or other Security with a bank account opening with concluding a separate agreement, regulating Security maintenance conditions. At that throughout the validity of the Agreement the Client may provide consent to refusal to carrying out active transactions on funds transfer, withdrawal from an Account, pledge as collateral on other obligations of the balance of the Account, provided as the Card Collateral;
- 11) reject early termination or change in the terms of the Card Collateral agreement;
- 12) retain the right to security till complete execution by the Client of all obligations by the Agreement and foreclose on the Card Security in the event of non-execution/improper execution by the Client of the obligations by the Agreement or non-compliance with the Rules;
- 13) set the Cards/Additional Cards Transactions Limit and without coordination with the Client, change the Loan amount and/or Transactions Limit;
- 14) unilaterally forbid use by the Client of the Cards in particular Customer areas and/or countries;
- 15) cancel the Card in case of the Client's failure to appear at the Bank for receiving the Card in the period of more than 6 (six) calendar months from the day on which the application was submitted or upon expiry of three months from the date of withholding the Card in case of retaining the Card by a Bank ATM at not receiving by the Bank from the Client of the written application for return of the Card;
- 16) not to return a paid (as well as written-off from the Account) commission fee for a card issuance and other related payments in case the Client is not willing to receive a renewed Card and in case of violation by the Client of these Standard Terms;
- 17) without the Client's prior consent to withdraw (write-off) from the Account:
  - an amount of Transaction to which the Bank received confirmation from the Payment System, other banks or processing centers;
  - an amount of debts on the Loans (including principal debt amount, Remunerations for Loans, but also Unauthorized overdraft, Remuneration for untimely return of the Loan, overdue payments, etc.);
  - any erroneously credited, including but not limited to Return, receipts from other individual and legal entities, accrued Interest on the Account;
  - an amount of any Client's debt to the Bank;
  - a Commission fee of the Bank, written-off from the Account in compliance with the Fees as of a day of Transaction;



- 18) close the Client's account in case of absence of Transactions (movement) on the Account during 1 (one) calendar year and enter an amount up to KZT500 to the earnings of the Bank;
- 19) at one's own discretion determine the moment of calling the Loan by the Bank and demand full Debt repayment from the Client, having formed and forwarded to the Client the Final Account Statement, including, in case of non-fulfillment by the Client of their obligations provided by the Terms, but also at expiry of the validity of the Card;
- 20) in case of violation by the Client of the Debt repayment term and at absence at the Account of the funds sufficient for its repayment, write off without the Client's instruction (in non-acceptance order) funds in the amount sufficient for Debt repayment from other Client's accounts, opened at the Bank and other banks of the Republic of Kazakhstan, and forward them for the Debt repayment. In case if the Accounts, from which write-off is conducted, were opened in a currency different from the currency in which the Account was opened, perform conversion of such money into the Account currency at the rate of the Bank as of a write-off date;
- 21) perform write-off from the Account of the amounts of the Transactions previously conducted by the Client during 180 (one hundred eighty) calendar days, including in case of refusal, Card blocking, expiry of the validity term from the date of Return of a card to the Bank or expiry of its validity term;
- 22) for service quality assurance control purposes run record of telephone conversations with the Client at his appealing to the Payment Cardholders Support Center or other subdivisions of the Bank as well as use the records to confirm the fact of such an appeal;
- 23) grant the Loan Limit to the Account in compliance with the procedures and the rules of the Bank;
- 24) cancel, decrease amount or suspend granting the Loan and block the Card and accelerate the maturity of the Client's debt at detecting cases of submittal by the Client of forfeited information and/or deterioration of the Client's financial standing and/or non-fulfillment by the Client of obligations on repayment of the used Loan or its part, in case of repayment overdue for a period of more than 1 (one) calendar day;
- 25) accelerate the maturity of the Client's debt at detecting cases of non-fulfillment by the Client of obligations on the used Loan or its part, in case of repayment overdue for a period of more than 40 (forty) calendar days;
- 26) use the Client's consent to provision of information about him/her to the Credit Bureau and issuance of the Loan report, as well as consent to receiving information about making obligatory pension contributions to pension savings funds, provided by the State Pension Payment Center (SPPC) in compliance with the current legislation of the Republic of Kazakhstan, an unlimited number of times;
- 27) demand from the Client provision of documents required for carrying out transactions on the Account in compliance with the currency legislation of the Republic of Kazakhstan and not carry out Transactions on the Account until submittal of required documents;
- 28) not to perform Return to the Client's Account in case of non-fulfillment by the Client of the obligations for repayment of the used Limit or its part, in case repayment is overdue for a period of more than 1 (one) calendar day, in case of closing the account as of the moment of crediting.

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

- 1) open the Account to the Client and issue the Card;
- 2) provide for the Card servicing in compliance with this Agreement and the Rules;
- 3) on the ground of the Application during 10 (ten) banking days from the date of approval and confirmation of the application by the Bank and payment by the Client of Remuneration for the Card issuance/servicing, issue the Card to the Cardholder or his authorized representative, acting on the ground of the proxy (notarized) given by the Cardholder, preliminarily having been introduced to the Standard Terms and Rules. The Application for issuance of the Card is considered by the Bank during 5 (five) bank days;
- 4) provide the Client with the Account Statement for the Remuneration as set in the Fees, during 3 (three) bank days from the date of receiving a written request;
- 5) provide the Client with the possibility of a 24 - hour notification on Card Loss or Theft, and at receiving it – provide all the necessary measures not to allow a further use of the Card;
- 6) upon the Client's application, gratuitously, not more often than once a month, provide within three bank days in writing form, the information on allocation (principal debt, Remuneration, commission fees, fines, penalties and other amounts subject to payment, specifying overdue payments) of regular incoming funds for repayment of debt by the Agreement;
- 7) within 3 (three) bank days of the date of receipt of duly processed payment documents enter into the Account the funds received in favor of the Client;
- 8) upon the Client's application for partial or complete return to the Bank of the funds, provided by the agreement, gratuitously, within three bank days inform the Client on the amount subject to return, specifying allocation to principal debt, Remuneration, commission fees, fines, penalties and other amounts subject to payment, specifying overdue payments;

- 9) notify the Client on delay in fulfilling the obligations and on the necessity of making payments by the Loan Limit Provision Agreement through providing a monthly account statement in compliance with the Agreement;
- 10) if within fourteen calendar days from the date of conclusion of the Agreement the Client returns the Loan, the Bank, in such a case, shall not accrue penalties and other types of penalties for the Loan return, excepting Remunerations, accrued from the date of granting the Loan;
- 11) at cession of the demand right by the Agreement to the third parties, within three bank days notify in writing the Client (his authorized representative) on this specifying a full amount of the transferred demand rights, the balance of the current and overdue indebtedness with allocation to principal debt, Remuneration, commission fees, penalties and other types of amounts subject to payment, as well as assignment of further payments on repayment of the Loan – to the Bank or an entity the demand rights were transferred to;
- 12) post at the official Internet Bank website ([www.eubank.kz](http://www.eubank.kz)) and the Bank premises announcements on changes in this Agreement, the Fees and the Rules at least 7 (seven) days prior to their coming into force;
- 13) In case of write-off from the Client's accounts at other banks (organizations, carrying out separate types of banking transactions) in the territory of the Republic of Kazakhstan and outside the territory of the Republic of Kazakhstan, the Client shall compensate all the expenses of the Bank related to write-off in the non-acceptance and uncontested procedure.

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

- 1) change the Transaction Limits, by submitting a written application to the Bank/or by telephone contacting the Customer Support Service. At that recording of a telephone call, performed by the Bank, shall be a sufficient proof of content of a submitted from the Card Holder verbal Demand. The Bank informs the Client that the purpose of setting the Transactions Limit shall be mitigation of the Client's possible losses in case of illegal Card use. The Client shall bear full responsibility for Transactions, conducted in case of illegal Card use by the third parties;
- 2) authorize the Bank for suspension of validity of the Card;
- 3) at the Bank branches and outlets obtain information on the funds availability and balances at the bank Accounts, carry out debit transactions at the bank Accounts with the help of the payment Card, at that confirmation of a transaction shall be the Client's signature on cashier documents. This subparagraph shall not refer to Transaction in cash advance from Accounts, performed with the help of the Card;
- 4) obtain the verification Codes, by contacting the Bank in person or by making a phone call to the Bank Customer Support Service;
- 5) request the Bank on possibility of changing the Loan limit, by submitting a written application to the Bank;
- 6) contact the Bank concerning Card Blocking/Unblocking, including, any Additional Card, issued upon the Client's instruction by the Bank, by submitting a written application to the Bank or by calling the Customer Support Service (on the condition of Customer complete identification by a Bank operator). The Additional Card Holder can as well contact the Bank with the request for the Additional Card Blocking, by making a phone call to the Customer Support Service;
- 7) terminate the Agreement on the conditions and in the order, as provided in these Standard Terms;
- 8) the Client can at one's own discretion manage funds at the Account, taking into account requirements set out in the Terms, receive Account statements (references), close the account with use of the Payment card in compliance with the current legislation, the internal documents of the Bank and the Terms, on the condition of proper fulfillment of the obligations by the Terms.
- 9) A client can ask the Bank to stop sending card or card-account information by SMS by filling out an application with the Bank.

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

- 1) provide accurate information in the Application and the Agreement;
- 2) sign the Card immediately upon receiving it;
- 3) store the Card as equal to money, cheques and other securities, not allowing transfer of the Card to the third parties (including family members or colleagues);
- 4) take all possible measures to prevent the Card loss;
- 5) not to allow Illegal Card use by the third parties;
- 6) protect the Card against a high/low temperature, exposure to the electromagnetic field and physical damage;
- 7) immediately by phone notify the Bank on the Card loss, as well as in case if the PIN-code, the Secret code, the Code word or the Verification code have become known to the third party. At that the Cardholder shall without fail provide requested by the Bank for the Client identification information, such as, but not limited to, his/her name and surname, the code word, other information, provided by the Client in the Application/Agreement, transactions on the Account. The Bank is entitled not to block (to place into the Stop-

List) the Card, if decides that the Client has not been identified. A fact of the Card loss has to be registered at the Bank in writing within 7 (seven) calendar days following a verbal statement;

8) not to exceed the Available limit;

9) at carrying out a Transaction, sign a Slip (or enter the PIN-code at the POS-terminal request). Sign a document, upon making certain the amounts and currency are specified in the slip, coincide with factual ones, and in particular cases, produce an ID card. If an amount and/or currency, specified in the document, is different from a factual amount and/or currency, or the slip has not been filled in completely, the Card/Additional Card Holder cannot sign this document;

10) keep the Slips during less than 6 months;

11) not to make use of the Card upon expiry of its validity term, as well as in case of placing the Card into the STOP-List or upon receiving an instruction from the Bank to stop using the Card;

12) at an instruction from the Bank immediately return the Card to the Bank;

13) control the use of the Account. Not less frequent than once a month, receive the Account Statement and check it;

14) in a timely manner pay specified in the Fees of the Bank commission fees, as well as other payments, caused in connection with the terms of the Agreement;

15) in a timely manner – not later than 5 (five) bank days – inform the Bank on change of specified in the Application and Agreement information, from the day these changes came into force;

16) compensate losses, caused to the Bank by the Client (the Card/Additional Card Holder). The Client shall bear responsibility for all the Transactions, which the Card/Additional Card Holder carried out on the Card;

17) pay for the Transactions carried out without Authorization;

18) add the Account during the Payment period in the amount required for fulfillment of the Client's obligations to the Bank;

19) make payments for the services of the Bank, provided in compliance with these Standard Terms, pursuant to the Fees of the Bank;

20) comply with the rules for making payments/money transfers and registering payment documents, performing foreign exchange transactions, established by the legislation of the Republic of Kazakhstan;

21) accept payment requests-orders, requiring acceptance by the Client, presented to the Client's Account by the third parties, or reasonably reject their acceptance not later than three bank days from the date of receiving the instruction by the Client and return them to the Bank;

22) provide for advance of payroll and all other incomes to the Account, in case if the Card and Loan Collateral is the money available at the Account and to be advanced to the Account in future. At that the Security is the money available at the Account and to be advanced to the Account in future, in that amount, in which the money available at the Account and to be advanced to the Account in future is sufficient to meet the requirements of the Bank by the Agreement at the moment they are presented;

23) in case if the Card and Loan Security is the money available at the Account and to be advanced to the Account in future, until conclusion and during the validity term of the Agreement, relieve the Collateral from any claims, encumbrances, requirements and any rights of the third parties;

24) in case if the Card and Loan Security is the money available at the Account and to be advanced to the Account in future, (payroll and other payments to the Account), in not less than 14 (fourteen) calendar days until advancing to the Account, inform in writing the Bank on the intention to stop advancing the funds to the Account;

25) immediately inform and provide the Bank with any regulation, instruction, formal requirement, permit, notification or any other document related or that could be related to the Client's Collateral to the Bank, and submitted to the Client by any third party;

26) immediately inform the Bank in writing of all legal proceeding where the Client acts as a defendant as well as of all other claims (demands), presented to the Client by the third parties;

27) in case of changes in the personal data specified in the Application, during 5 (five) bank days from the date of changing the data, notify the Bank of this in writing;

28) not later than in 1 (one) bank day provide to the Bank a written request for receiving by the Card/Additional Card of cash money exceeding KZT500,000 (five hundred thousand) during 24 hours;

29) in case of erroneous transfer to the Account of the money not belonging to the Client, immediately inform the Bank and within 3 (three) bank days return to the Bank the money erroneously credited to the Account;

30) carries out all payments to the tax authorities of the Republic of Kazakhstan on their own;

31) return all the Cards, issued within the framework of the Agreement, to the Bank during 10 (ten) bank days from the date of receiving a written notification on termination of the Agreement;

32) provide information on one's own financial standing at the request of the Bank within 5 bank days from the date of receiving such a request of the Bank;

- 33) comply with the requirements of the currency legislation of the Republic of Kazakhstan at maintenance of the Account in foreign currency and at carrying out Transactions in foreign currency;
  - 34) inform the Bank about the intention to terminate the Agreement and not to continue to use the Card in not less than 1 (one) month prior to expiry of the validity term of the Card. If the Client has not fulfilled the above obligation, the Bank shall extend or shall not extend the validity term of the Card (shall issue the Card with a new validity term) at its own discretion, in case of the Card issuance, writes-off a payment for the Card issuance and other related payments. If the Client refuses to receive the Card with an extended validity term, deduced Remunerations shall not be returned, at that the Client shall be obliged to pay for them;
  - 35) not to purchase or use services and products of the Bank for the purposes contradicting the legislation of the Republic of Kazakhstan or the Cards Servicing Areas or the Payment System Rules;
  - 36) not to conduct any actions/Transactions, aimed at legalization of unlawfully/illegally obtained money;
  - 37) not to conduct any actions/Transactions, being or that could be illegal and/or aimed at causing harm, damage, including bringing into disrepute, the Bank/Payment System/other Banks;
  - 38) obtain and use the Card in one's own interests, not by instruction of the third parties with the aim of concealing their identity;
  - 39) if any claims for services provided by the Bank and/or in future to the Client by the third parties occur, not pursue claims to the Bank or Payment System;
  - 40) on one's own learn about the changes in the Standard Terms, Agreement, Rules and Fees of the Bank at the official Internet website ([www.eubank.kz](http://www.eubank.kz)) or in the Bank premises. If changes are introduced into these documents, the Client should not later than 1 (day) until their coming into force, inform the Bank in writing on one's intention to terminate the Agreement and stop using Cards or Account, or sign an addendum.
190. Additional rights and obligations of the Bank and of the Client are analogous to the relevant rights and obligations of the Parties, established by the standard Terms; the Parties confirm their obligations by the Standard Terms.
- 190-1. To open an account the Client is obliged to provide to the Bank the documents and information specified in the United States Law "On Foreign Account Tax", the legislation of the Republic of Kazakhstan and INDs of the Bank, and at request of the Bank to provide the documents and information confirming the legal status (residence/ citizenship) of the Client.
191. Restrictions, established by the legislation of the Republic of Kazakhstan, for second-tier banks regarding loan transactions, shall apply to legal relationship between the Parties within the framework of this Agreement Section.
192. The Parties shall abide by the Adhesion Contract.

## **V. RETAIL LENDING**

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

193. Within the framework of the Contract and in accordance with the terms of a Loan Agreement (hereinafter – the LA) concluded by the Parties in hard copy according to the Bank's template, the Bank shall issue to the Client a bank Loan (hereinafter – the Loan) under the terms of its serviceability, maturity, recoverability; security (under a pledge); without a pledge or other means of securing fulfillment of the obligations under the LA but taking into account provisions of the Standard terms/LA, including those related to forfeits and the Bank's right to demand provision of a security on the Loan.
194. In case of delay of a regular payment on the Loan established according to the Repayment Schedule, transfer of the occurred Debt to the Overdue Indebtedness Accounts shall be performed on a day of the planned repayment of the Debt in accordance with the Schedule.
195. The Bank shall be entitled, and the Client shall unconditionally agree with it, to withhold any movable property (including money) that are lawfully owned by the Bank as a Security for fulfillment of all the Client's obligations to the Bank under any civil transactions in accordance with the laws of the Republic of Kazakhstan and this Contract.
196. The Bank shall have the right to use the Client's consent to provision of information about him/her to the Credit Bureau and issuance of a Credit report, and also the consent to receiving the information on paying obligatory pension contributions to pension savings funds issued by State Center for Pension Payment (SCPP) unlimited number of times in accordance with the laws of the Republic of Kazakhstan.
197. The Client shall unconditionally agree that the Loan shall be provided only under condition of the high Solvency and reliability of the Client. At that the Solvency and reliability shall be determined by the Bank in accordance with the laws of the Republic of Kazakhstan and the Bank's IND.
198. Period of the Loan use shall begin from the date of its issue and end on the maturity date. The Loan issue

date shall be a date, when the money occurs on the credit account of the Borrower. When calculating the Interest, the Loan issue date and the maturity date shall be taken as one day. At that the year equals to 360 calendar days, month – 30 (thirty) days, or actual number of days in accordance with the terms of the LA. Counting the period for repayment of the Loan and the period for Interest accrual shall start on the day following the issue date.

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

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

201. Excluded.

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

203. Each Party to the LA shall be obliged to maintain strict confidentiality of financial, commercial and other information received from the other Party in accordance with the terms of the LA. Transfer of such information to third parties, publication or disclosure are possible only upon a written consent of the other Party and in cases provided by the Contract, LA and the laws of the Republic of Kazakhstan. This paragraph shall not apply to cases, when the Bank transfers the confidential information, banking and other secrecy guarded by the laws of the Republic of Kazakhstan to third parties, to which the rights of claim under the LA are assigned. The Client, adhering to the Standard Terms, shall express his/her unconditional agreement with the Bank's right to assign the rights of claim under the LA to third parties with transferring the confidential information under the LA, banking and other secrecy guarded by the laws of the Republic of the Kazakhstan to any third parties in connection with such assignment, and to third parties in connection with servicing of the LA by the specified parties.

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

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

- Unilaterally change the amounts and procedure for calculating fees, commission fees and other expenses for the Loan servicing established on the date of concluding the LA with the Borrower towards increasing.
- Unilaterally introduce new types of commission fees within the framework of the LA.
- Limit the Borrower's choice of an insurance company and (or) evaluator, and impose the obligation to obtain health and life insurance of the Borrower.
- Charge forfeit or other types of penalties for early repayment of Loans, except for cases of partial early repayment or full early repayment of the principal debt starting from the 15<sup>th</sup> (fifteenth) calendar day from the LA conclusion date and up to the one year period from the date of receiving the Loan.
- Charge forfeit or other types of penalties in case, if the date of repaying the principal debt or the Interest falls on a holiday, and payment of the Interest or the principal debt is made on the following business day.

## **Article 2. Additional Conditions**

206. By acceding the Contract, the Client shall express his/her consent to provision of information, that is the banking secrecy and that is related to the Client, to bodies of inquiry and preliminary investigation, prosecutors, courts, tax, customs bodies, enforcement proceedings bodies, legal entities and individuals carrying out the activities for purchase of overdue Indebtedness, and to other third parties for purposes of collection of the overdue Indebtedness, if the Client violates his/her obligations under the LA, and to organizations assisting in keeping such information at the Bank vaults.

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

the period established by the laws and agreement between the Bank and the Credit Bureau.

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

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

210. Any dispute, demand or claim related/occurred in connection with conclusion, improper execution of the Contract/LA by the Parties or its invalidity shall be resolved by the Parties in the order provided by the laws of the Republic of Kazakhstan at a court at the location of the Bank or its Branch – at the discretion of the Bank.

211. All changes and/or amendments to the LA shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

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

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

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

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

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

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

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

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

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

1) In case of including the amounts of insurance premiums in the Loan amount taking into account transfer of money by the Bank in favor of insurance companies directly, with which the Borrower irrevocably agrees, the

Borrower shall be obliged to pay (repay) the Bank the amount of the money transferred to the insurance companies in the event of early termination of the Agreement (repayment of the Loan) for any reasons;

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

3) In case of overpayment on the Loan, the Bank shall return the excessively paid amount according to the Borrower's details specified in the Agreement or in the Borrower's application.

219-2. If the Borrower violates the repayment terms under the Loan Agreement /the Adhesion Contract, the Bank shall be entitled to block money on all bank accounts of the Borrower opened with the Bank; and/or collect the debt amount, including the amount which is not overdue, by direct debiting of all Borrower's Accounts opened with the Bank and/or by means of payment request-orders, not requiring the acceptance, issued to the Borrower's Accounts opened with the other banks or other financial organizations (institutions). After debiting the debt amount, if the repaid amount is equal to the debt balance under a Loan Agreement, the Loan Agreement is automatically terminated due to early performance. In case of partial repayment of debt under a Loan Agreement, a Repayment Schedule is amended; the Bank notifies the Borrower about this by all possible means. The Borrower unconditionally and irrevocably agrees with the procedure of money collection from bank accounts as specified in this paragraph of Standard Terms, and is liable to sign an amended Repayment Schedule at the first written or verbal request of the Bank; in this case if the Bank sends a Repayment Schedule by a registered mail addressed to the Borrower using the details specified in Loan Agreement, the Borrower shall return the signed copy of the Bank within 5 (five) business days from the date of sending of the said Repayment Schedule by the Bank. Should the Borrower fail to perform this demand, the further debt repayment will be automatically accounted by the Bank based on the new Repayment Schedule and the further debt repayment of the debt balance shall be provided by the Borrower based on the said Repayment Schedule, which is hereby unconditionally and irrevocably agreed by the Client acceding to the Standard Terms.

The Borrower understands that change of repayment dates (in the new Schedule) may cause violation of the repayment terms by the Borrower, if the regular payments are made by the Borrower later than dates specified in the new Repayment Schedule, resulting in the appropriate consequences. Changing the Repayment Schedule may cause changing of the dates and amounts to be repaid, at that the Bank shall not change the repayment dates, if possible, changing only the amount of the regular payments; the Borrower understands and agrees that he/she is liable to sign the Repayment Schedule with the new amounts/dates in time.

At that if the Borrower does not perform the obligations within the period exceeding 90 (ninety) calendar days prior to signature of the new Repayment Schedule, the Bank shall be entitled to block the debt amount under the LA on the Account and/or provide its direct debiting from the Borrower's Accounts against the future payments according to Schedule, including the debt amount under the LA which is not currently overdue. If the repayment amount is equal to the debt balance under the LA, the LA will be automatically terminated due to early repayment by the Borrower under the LA, which is hereby unconditionally agreed by the Borrower, who confirms the right of the Bank for direct debiting of funds under the LA from the Account, considering principal amount and the accrued interest. If there is still a debt balance after the Bank provides early collection of the debt from the Account, the Borrower shall continue repayment of the said debt balance according to the new Repayment Schedule. The Borrower understands and unconditionally and irrevocably agrees with the procedure of funds collection from the Account, specified in this section of the Standard Terms, and is liable to sign the Repayment Schedule upon the first written or verbal demand of the Bank.

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

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

1) refuse to grant the Loan to the Borrower:

- if there are circumstances obviously testifying that the amount provided to the Borrower will not be returned in time;
- if the Borrower's financial state is deteriorating;
- if there are changes in requirements of the laws of the Republic of Kazakhstan influencing the proper fulfillment of the LA by the Bank.

2) unilaterally suspend issuing of new Loans within the framework of the concluded LA(s) in cases:

- provided by the LA, at which the Bank has the right not to issue new Loans;
- violation of the Borrower's obligations to the Bank under the LA;
- deterioration of the Borrower's financial standing revealed by the results of monitoring conducted by the Bank according to the requirements of a regulatory legal act of an authorized body;

3) check the Borrower's financial standing, the proper use of the Loan, collaterals under the LA at any time; to

refuse to grant a Loan to the Borrower after signing an Agreement:

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

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

5) convert money in case, if the Bank conducts a direct debiting of the money from the Borrower's accounts for repayment of its Indebtedness in a currency that is different to the Loan currency. The Borrower hereby gives its consent to conversion of such amounts at the buying rate for the Loan currency established by the Bank at the conversion day and to direct debiting of commission fees for the conversion from any bank accounts of the Borrower opened in the Bank, in other banks and institutions conducting certain types of banking operations both within and outside the Republic of Kazakhstan without an additional acceptance (consent) of the Borrower;

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

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

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

9) unilaterally change the LA terms towards their improvement for the Borrower.

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

10) In the event when the Borrower (the Borrower's employer/Kazpost JSC/other Bank partners under the Agreements concluded with them) credits an amount of money that exceeds the monthly payment amount, the Bank shall have the right to account this difference for future payments of the Borrower or to account it for repayment of the overdue Indebtedness (if any).

11) directly (unconditionally), without an additional consent of the Borrower, withdraw the Indebtedness amount, which occurred as a result of non-fulfillment and/or improper fulfillment of the terms hereof by the Borrower, from any bank accounts of the Borrower opened in the Bank, other banks and institutions conducting certain types of banking operations both within and outside the Republic of Kazakhstan by direct debiting of the Bank Account, submission of a payment request-order or by other means provided by the applicable laws of the Republic of Kazakhstan. The Borrower hereby consents to the Bank direct (unconditional) debiting the Loan amount, accrued Interests, expenses and losses, and the amounts of accrued forfeits from any bank accounts owned by the Borrower. At that, any payment request-order of the Bank or any other instruction regarding the direct debiting must be executed in the amount actually available on a specified account, and if the money is insufficient, it shall be kept in the Catalogue until the required amount has been credited to the bank account (Accounts) of the Borrower.

12) early satisfy its demands on account of the Collateral on an extrajudicial basis in accordance with the applicable laws of the Republic of Kazakhstan in case, if the Borrower fails to fulfill and/or improperly fulfills its obligations hereunder. At that, the Bank shall be entitled to satisfy its demands to the Borrower to the extent, which it has at the moment of the actual satisfaction, including the Loan amount, accrued Interest, forfeit (fine, penalty), compensation for losses caused by the delay in performance, necessary expenses for the Collateral maintenance caused by non-fulfillment and/or improper fulfillment of the obligations hereunder by the Borrower.

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

1) repay the Loan/Indebtedness on the Loan (partially or in full) at any time with paying the Interest for the actual number of days of using the Loan taking into account the provisions (exceptions regarding forfeits, holidays and weekend days and other) hereof.

2) repay the Loan with payment of the Interest accrued by the Bank from the Loan issue date within 14 (fourteen) calendar days from the LA conclusion date as well as after one calendar year from the Loan issue date; at that, the Bank shall not charge the forfeit and penalties for returning the Loan.

3) receive written information on distribution (on the principal debt, Interest, commission fees, forfeits,



penalties and other payable amounts) of money incoming for repayment of the debt under the LA free of charge, upon a request, within three business days and not more frequently than once a month.

4) receive written information on the amount repayable broken down by the principal debt, Interest, commission fees, forfeits, penalties and other payable amounts specifying overdue payments, free of charge, within 3 (three) business days, upon an application for partial or full early repayment of money provided by the Bank under the LA.

5) make a written request to the Bank when there are disputable situations in regard of received services and receive a reply within the periods provided by the laws of the Republic of Kazakhstan.

6) provide an employer with a written application entitling the employer to withhold the amount of monthly payments from salary in accordance with the Repayment Schedule on the salary accrual / payment day for repayment of the Indebtedness to the Bank under the LA, and transfer these amounts to the Bank account on behalf of the Borrower.

7) receive information on the LA verbally or in writing, provided that the Client gives the Bank identification information, numbers of the LA and the key word specified in the Loan Application.

8) If the date of principal debt or Interest repayment falls on weekend or a holiday, the Client shall be entitled to pay on the next business day.

9) address a banking ombudsman (an independent in its activities individual who settles disputes occurred due to the Mortgage Loan Agreement between the Bank and the Borrower—individual upon its request in order to reach an agreement regarding satisfaction of the rights and interest of the Borrower and the Bank protected by the law) in case, if there are any disputes on the Agreement.

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

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

1) accept the Loan, withholding the Interest accrued from the date of the Loan issue, without withholding a forfeit or other types of penalties for the repayment within 14 (fourteen) calendar days from the LA conclusion date, and upon the expiry of one year from the date of receiving the Loan.

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

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

4) notify the Borrower on delay in fulfillment of the obligation and necessity to make payments under the LA by submitting a post-courier or facsimile notification, electronic message, by the telephone numbers specified in the Loan Application or in the form of SMS messages and by any means that are not forbidden by the laws of the Republic of Kazakhstan.

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

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

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

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

1) strictly observe the terms of the Loan: maturity, recoverability and serviceability.

2) provide full support to the Bank in regard of conducting checks of the Borrower's financial standing.

3) provide documents necessary to form a Credit File and any other documentation and information, which is considered necessary by the Bank, upon the first Bank's request at any time during the whole term of the Contract/LA.

4) repay the Loan and pay the accrued Interest on it, and any other payments to the full extent, types, within the periods, in the order and amounts provided by this Contract/LA.

- 5) In case, if the Bank makes a requirement for early repayment of the Loan and accrued Interest according to the terms of the Contract/LA, the Borrower shall be obliged to fulfill the requirement of the Bank within 7 (seven) calendar days from the date of receiving this written Bank requirement.
- 6) inform the Bank about changing a place of residence, including other data specified in the Loan Application and/or termination of an employment contract with an employer, and/or the Borrower's lack of funds to make the next repayment under the LA, and/or involvement of the Borrower in any legal proceedings, and/or arrest or enforced collection of the Borrower's property (or regarding any real threat of this happening); in regard of possible occurrence of a risk for fulfillment of the obligations under the LA. Also, the Borrower shall timely notify the Bank on all circumstances that may affect timely fulfillment of the Borrower's obligations to the Bank in case, if third parties make a requirement to the Borrower regarding fulfillment of the obligations to them in the amount of 50 (fifty) or more per cent of the Indebtedness amount under the LA.
- 7) pay a forfeit (penalty, fine) to the Bank in case of non-fulfillment and/or improper fulfillment of the obligations under the LA.
- 8) notify the Bank about opening of accounts with the other banks, and about presence and amount of any Loan Indebtedness within 7 (seven) calendar days.
- 9) fulfill the obligations under the Contract/LA as a matter of priority in respect of any other obligations of the Borrower before any third parties.
- 10) pay the Bank for all expenses related to signing and fulfillment of the LA and/or expenses incurred by the Bank as a result of non-fulfillment and/or improper fulfillment of any obligation by the Borrower, and other expenses provided by the Contract/LA within 7 (seven) business days from the date of receiving a written request of the Bank.
- 11) sign a Repayment Schedule that is provided by the Bank and acceptable to the Borrower, according to which, the Borrower shall repay the Loan and pay the Interest on it, at the time of receiving the Loan and in other cases.
- 12) incur liabilities on its obligations with all its property (including money, movable and immovable property, property rights, rights (of claim), securities, and any other property owned by the Borrower), on which the Bank may enforce recovery in accordance with the applicable laws of the Republic of Kazakhstan. Payment of a forfeit and reimbursement of losses in case of non-fulfillment or improper fulfillment of the obligations shall not relieve the Borrower from fulfillment of the Contract/LA. The Bank shall not be obliged to prove infliction of losses under a request to pay the forfeit.
- 13) The Borrower shall cover all costs related to signing and fulfillment of the Contract/LA, payment of the Bank's commission fees, and expenses, costs, losses incurred by the Bank as a result of non-fulfillment and/or improper fulfillment of any obligations under the Contract/LA by the Borrower. The Bank shall make appropriate requirements for payment upon incurrance of these costs, expenses and losses; and the Borrower shall agree to reimburse them within the periods set be the Bank.
- 14) provide Collateral in accordance with the terms of the Contract/LA (if any) and fulfill all other obligations under the said terms upon the first Bank request; and obtain a default risk insurance in respect of repayment of the Loan for the whole term of the LA; and register the Bank as the Beneficiary in the event of the insured risk.
- 15) provide the Bank with collateral in the order and within the period set hereby; use the Loan only in accordance with its lending purpose and fully support the Bank in checking of the intended use of the Loan, actual state of the Collateral, and financial standing of the Borrower. The Borrower shall insure the Collateral in accordance with the requirements of the laws and this Contract upon the first request of the Bank.
- 16) replace the Collateral in case of its loss (theft, wreckage, lawful expropriation and other cases) upon the Bank's request, and provide the Bank with additional Collateral acceptable for the Bank in case of wear and tear, deterioration, depreciation and other cases provided hereby and the Collateral Agreement.
- 17) early fulfill the obligations hereunder and repay the outstanding principal, pay the Interest and other Indebtedness under the Agreement upon the Bank's request in cases provided by the laws of the Republic of Kazakhstan and these Standard Terms.
- 18) The Borrower shall hereby guarantee that it has all rights and full legal capacity to sign the Contract and the LA and other related documents. The Borrower shall confirm that it, being a legal person, is aware of all the terms of the Contract, LA and other legal documents; that the Borrower understands the provisions of the Contract/LA and other related documents, and that it is not misguided in respect of the documents' terms. The Borrower shall admit that it fully understands the meaning of its actions, agrees with the terms of the Agreement, LA and other documents, and accepts their terms to the full extent. The Borrower shall also confirm that the Contract and the LA are concluded / will be concluded not under the influence of fraud, violence, threat, and not due to exceptional circumstances under the extremely unfavorable conditions for the Borrower.
- 19) The Borrower shall not disclose the key word to any third parties. In case of disclosure of the Borrower's key word, whether through the fault of the latter or not, the Borrower shall be obliged to report this fact to the

Bank within twenty four hours in order to replace the key word with a new one. At that, the Bank shall not be liable for negative consequences caused by disclosure of this key word.

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

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

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

## SECTION VI. SMARTBANK REMOTE BANKING SERVICE SYSTEM

### 1. General Provisions

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

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

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

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

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

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

- at the time of registration for RBS system by activating it using one-time password;
- at the time of registration through ATM using identification by payment card with PIN entry.

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

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

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

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

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

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

### 2. Terms and Definitions

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

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

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

- 4) **Available balance** is the amount of money on Client's Accounts held with the Bank, including available balance of its Credit Limit, in accordance with an agreement between the Client and the Bank, as well as the Overdraft;
- 5) **Application** is the Bank's official paper form which must be completed by the Client (Application for RBS system registration) containing an unconditional offer (proposal) of the Client to enter into the Contract for subsequent use by the Client of the SMARTBANK system;
- 6) **Identification** is a procedure verifying and confirming authenticity of a password and its correspondence with the username registered in RBS system and assigned to the Client;
- 7) **Username** is an account name registered in symbols with the SMARTBANK RBS system;
- 8) **Operation** is any operation (transaction) that must be recorded on the Client's Accounts, including debit card transactions (non-cash payment, cash withdrawals, etc.), cash or cashless deposits to Accounts;
- 9) **Password** is a sequence of characters disclosed only to the Client which is linked to the username assigned thereto and used for authentication thereof in the RBS system;
- 10) **One-time password** is a session password – a dynamic identification system password received by the Client in an SMS message to its cell phone or in a sealed PIN envelope. It is used for additional authentication of the Client and verification of its Operations;
- 11) **PIN envelope** is a sealed envelope with a non-personalized password and one-time passwords;
- 12) **Service provider** is a legal entity / organization that provides a variety of services to the people in favor of which the payments are made;nfv
- 13) **Account** is a bank account opened by the Client with the Bank based on a bank account agreement, maintained within the RBS system, entered into in accordance with the laws of the Republic of Kazakhstan;
- 14) **Bank fees** are certain amounts of money paid by the Client to the Bank for the provision of banking products / services;
- 15) **Electronic banking services** are the banking services provided remotely by the Bank to the Client via telecommunication lines, satellite or other means of communication;
- 16) **Electronic document** is a Client's / Bank's order to carry out an operation in the RBS system, made and sent to the Bank / Client by electronic means provided for in the Contract.

### 3. RBS System Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. RBS System Operations Procedure**

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

248. In order to carry out an operation in the RBS System the Client shall:

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

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

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

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

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

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

254. Excluded.

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

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

256. **The Bank shall:**

- 1) at the time of registration, provide the Client with username and password to sign in the system.
- 2) provide the Client with one-time passwords set through an ATM of the Bank to carry out operations in the RBS system in case if the Client selects this method of receiving one-time passwords at the time of registration at the Bank's outlet.
- 3) activate one-time passwords SMS sending service to carry out operations in the RBS system in case of remote registration through the website or ATM of the Bank, or if the Client choses to receive one-time passwords at the time of registration at the Bank's outlet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**258. The Client shall:**

1) keep the username and password in a secure place protected from access of unauthorized persons.

2) bear responsibility for the confidentiality of information transmitted over the RBS System.

3) immediately, by any available means, notify the Bank about the threat of unauthorized access to the RBS System in the following cases:

- RBS System password compromise or suspected compromise;
- loss of one-time passwords or suspicion of compromise.

4) pay all amounts due to the Bank in accordance with this Contract and the Bank Fees.

5) in case of changing cell phone number, immediately notify the Bank in writing by visiting any outlet or via ATM subject to identification by payment card with PIN entry;

6) use (disclose) a password and other identifiers (username, one-time password, etc.) only for the system address specified in this Section hereof.

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

1) to change a password for signing in the RBS System to improve the system security, to contact the Bank to get a new one-time password for signing in the RBS System. The password shall be provided by SMS message to the mobile telephone number specified in the Application.

2) to change a password on demand of the RBS System.

3) to request the Bank to provide certified copies of electronic documents required for the Client which were submitted to the Bank through the system.

4) to change method of receiving one-time passwords for authorization of operations in the RBS System.

## **6. Responsibilities of the Parties**

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

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

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

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

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

## **SECTION VI-I. USSD STREAMLINED MOBILE BANKING SERVICE**

### **1. Terms and Definitions**

264-1. The USSD streamlined mobile banking service is provided to users of Eurasian Bank's SmartBank online banking system.

### **2. General Provisions**

264-2. A client who uses SmartBank can dial a short number-and-character sequence to obtain access to the USSD streamlined mobile banking service.

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

264-4. When a client begins using USSD, he will be deemed to have accepted the terms of the USSD contract.

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

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

### **3. USSD Banking Service Terms**

264-7. A client can obtain USSD service for free by dialing \*979# on his mobile. The service is available through K-cell, Beeline and Tele2.

264-8. The information a client can obtain by USSD includes the state of his bank accounts -- card, current and deposits -- plus information on loans he has with Eurasian Bank and on the Bank's exchange rates for the day. Dialing \*979# will give the client access to a menu he can use to obtain the information he wants.

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

A client can also unblock USSD service by calling the Card Holders Customer Support section.

264-10. A client can use USSD service 24 hours a day except when the Bank is performing maintenance on the system.

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

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

264-12. The Bank is entitled to:

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

2) keep information on all transactions the client performs.

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

- the client violates terms of the contract. The block can be lifted if the violations cease.
  - there is evidence someone besides the client is using the USSD service – until the circumstances are clarified.
  - the USSD service delivery system has malfunctioned -- until it has been fixed.
- 4) change technical characteristics and properties of software and hardware used to deliver the USSD service. This can include suspension of the service for up to 72 hours.

264-13. The Bank shall be obliged to:

- 1) provide USSD service at a level of good quality and on time, according to the contract.
- 2) maintain confidentiality of the client's personal information when the client uses USSD except when a transaction requires some of the information to be disclosed, or when the information must be provided to authorities under Kazakhstan law.
- 3) notify the client of changes to the terms of USSD service not later than the day after the Bank approves the changes.

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

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

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

- 1) read and fulfill the requirements of the contract.
- 2) comply with USSD service safety requirements.
- 3) inform the Bank of changes in the personal information that is required for using the USSD service.
- 4) contact Eurasian Bank's Card Holders Customer Support section immediately when the mobile the client is using for USSD service is lost – so the section can block the mobile number.
- 5) be careful to insure that he is selecting the correct USSD menu options and entering the correct information when conducting a transaction.
- 6) periodically check at a Bank outlet or on the Bank website, [www.eubank.kz](http://www.eubank.kz), for possible changes or amendments to this section, and, if there are modifications, to become familiar with them.

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

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

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

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

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

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

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

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

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

- 1) unilaterally change the Standard Terms to improve them for the Client; the Bank should inform the Client on introduction of such amendments and, if the Client does not agree with the amendments, he/she should notify the Bank of this in writing. The Client has a right to terminate the Agreement, if this does not contravene the law and on the condition that the Client has fulfilled all the obligations to the Bank;
- 2) refuse to conduct transactions on the Client's Account in cases, provided for by these Standard Terms and the law of the Republic of Kazakhstan;
- 3) refuse in acceptance of the Client's order at absence on the Client's Account of the amount of funds sufficient for execution of this order, in closing the Client's Account, at availability of non-performed demands to the Client's Account;



- 4) demand from the Client to provide documents required for building the Credit File/File, as well as request from the Client any documentation and information considered necessary by the Bank at any time and throughout the period of validity of the Agreement;
- 5) protect confidentiality of the information and sustain bank secrecy on transactions performed on the Client's Account, in accordance with the law of the Republic of Kazakhstan, except as provided in these Standard Terms;
- 6) at availability of the funds on the Client's Account, to write-off such funds by direct debiting for debt repayment, taking into account the Client's consent to this, expressed at the moment of acceding to the Standard Terms;
- 7) charge from the Client Fee for using the Loans/Credit, payments, commission fees, penalties, as well as other payments provided for in the Application, the Standard Terms and/or Fees; at any moment demand from the Client to repay the accrued Debt/Overdue Debt, by issuing an Invoice/demand to the Client;
- 8) for quality control to record telephone conversations with the Client at his appealing to Payment Cardholders Support Service or other subdivisions of the Bank, and also use record for confirmation of such an appeal;
- 9) inform the Client at the telephone numbers, specified in the Application, of each case of debt/overdue debt occurrence;
- 10) exercise all other rights, determined by the Agreement and other documents within the framework of the Standard Terms, as well as by the law of the Republic of Kazakhstan.

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

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

- 14) at termination of labor relations between the Client and his employer prior to the expiration of the period for which the Loan/Credit Line/overdraft is provided;
  - 15) at termination of relations associated with provision to the Client of the services, comprising a main/considerable contribution of the Bank into the Client's incomes.
267. If any Violation takes place, the Bank has a right without additional consent of the Client, notifying the Client of this 1 (one) business day in advance, take (at one's own discretion, in legal or extrajudicial manner) any actions necessary and sufficient for protection of the interests of the Bank, and to obtain all the Debt amount to be paid by the Client, including orders to the third parties (including collection agencies) Client's Debt Collection by the Loan Agreement, and, in this connection, to provide to such third parties the credit file and other Client data available at the Bank, required by the Bank for provision of such services.
268. The Bank has a right to charge any and all expenses, incurred due to occurrence of the violation, to the Client's account.
269. The Loan Agreement shall terminate in the order and on the conditions provided for by the Loan Agreement and/or applicable legislative norms.
- 270. The Bank shall:**
- 1) inform the Client on overdue performance of the obligations and the necessity of making payments and fulfillment of other obligations by the Agreement;
  - 2) review and prepare written reply to the Client's written claim within the terms established by Law of the Republic of Kazakhstan "On Procedure of Consideration of Individual and Legal Entities Claims";
  - 3) provide the Customer with Account statements, for a fee, established in the Fees, during 3 (three) banking days following the day of receipt of a written request;
  - 4) perform all other, assumed liabilities, in compliance with the agreement and other documents, as well as the legislation of the republic of Kazakhstan.

## **Chapter 2. Rights and Liabilities of the Client**

**271. The Client can:**

- 1) appeal the bank in writing at occurrence of disputable situations related to services provision and get a reply within the terms established by Law of the Republic of Kazakhstan of January, 12, 2007 "On Procedure of Consideration of Individual and Legal Entities Claims";
- 2) at one's own discretion manage the money at the Account, get Account statements, close the account in compliance with law of the Republic of Kazakhstan, INDs of the Bank and the Agreement;
- 3) exercise all other rights, established by the agreement and other documents within the framework of the standard Terms, as well as the legislation of the Republic of Kazakhstan.

**272. The Client shall:**

- 1) provide true information in the application, agreements and other documents;
- 2) control use of the Account and not less than once a month get an Account Statement and check it;
- 3) pay the commission fees specified in the Fees of the Bank, and other payments arising from the conditions of the Agreement, in time;
- 4) in time – not less than 5 (five) banking days – inform the Bank of changes of the information specified in the Application and other documents информировать Банк об изменении указанной в Заявлении и иных документах информации, as from the day these changes enter into force;
- 5) compensate for losses, inflicted to the Bank;
- 6) observe the rules for effecting payments/money transfers and processing of payment documents, currency transactions conducting, established by the legislation of the Republic of Kazakhstan;
- 7) accept payment request-orders, requiring the Client's acceptance, presented to the Client's Account by the third parties, or reasonably refuse in accepting them not later than 3 (three) banking days following receipt by the Client of the order and return them to the Bank;
- 8) immediately inform and provide the Bank with any direction, order, formal requirement, permit, notice or any other document which relates or can relate the Collateral and is handed in by any third party;
- 9) immediately notify the Bank in writing of all court proceedings where the Client defends a suit, as well as of all claims (demands) filed to the Client by the third parties;
- 10) in case of erroneous crediting to the Account of the money not belonging to the Client, immediately inform the Bank and within 3 (three) banking days return to the Bank the money erroneously credited to the Account;
- 11) independently effect all the settlements with the tax bodies of the Republic of Kazakhstan;
- 12) provide information on one's own financial standing upon the request of the Bank within 5 (five) banking days following the date of receipt of such request of the Bank;
- 13) independently get acquainted with the changes in the Standard Terms, Agreement and the Bank's Fees at the official Internet web-site ([www.eubank.kz](http://www.eubank.kz)) or in the premises of the Bank. In case of changes introduced in

these documents by the Bank, the Client should not later than 1 (one) day prior to coming into force of these changes, notify the Bank in writing of his wish to terminate the Agreement, and should stop using Cards or the Account or sign an addendum;

14) in case of write-off of money from the Client's accounts in other banks (organizations conducting certain bank transactions) in the territory of the Republic of Kazakhstan and overseas, the Client compensates all the losses of the Bank, related to the undisputed write-off without notice;

15) render comprehensive assistance to the Bank in the conducted Client's financial standing checks;

16) on first demand of the Bank provide documents required for building the credit file, as well as any other any documentation and information considered necessary by the Bank at any time and throughout the period of validity of the Agreement;

17) during 7 (seven) calendar days notify the Bank on opening bank accounts at other Banks, as well as on availability and amount of any Loan Debt;

18) to perform obligations by the Agreement prior to all other Client's obligations to the third parties;

19) be liable to the full extent of his property (including money, movable and immovable property, property rights, rights (demands), securities, as well as any other property, owned by the Client), on which collection could be forwarded at, in accordance with the current legislation of the Republic of Kazakhstan. Payment of a penalty and reimbursement of damages in case of non-fulfillment or improper fulfillment of obligations shall not release of performance of agreement and its integral parts. At the request for payment of a penalty the Bank shall not be obliged to prove infliction of damages to it;

20) perform all other, assumed liabilities, in compliance with the agreement and other documents, as well as the legislation of the republic of Kazakhstan.

## **SECTION VIII. THE FINAL PROVISIONS**

273. The Party acceded to the Contract can require termination of the Contract on the grounds provided in p.2 of Art. 389 of the Civil Code of the Republic of Kazakhstan. Termination of this Agreement is performed by way of submitting by the Acceded Party of the Application in the form prescribed by the Bank. The Contract shall have been terminated only after the Parties performed full settlements.

274. Changes to the Contract shall be introduced by the Bank by way of placement at the web-site and other mass media, as well as at the information stands in the customer service areas, outlets, of the new text of the Agreement or of Changes to the Standard Terms.

275. The Client accepts new conditions of the Agreement in all parts; attraction of new banking products is performed on the general grounds, in the order *привлечение новых банковских продуктов и услуг осуществляется на общих основаниях*, according to the procedure established by these Standard Terms, by the Application-Offer.

276. The mutual relationship of the Bank and the Client, who have earlier concluded with the Bank contracts on products/services, shall be maintained by the previously concluded contracts. At attraction by such Clients of new products, they shall be acceded to the Standard Terms, placed at the web-site, in the general order.

277. Changes to the Contract shall be unilaterally introduced by the Bank only concerning those products/services, for which there are no restrictions established by the laws of the Republic of Kazakhstan.

278. The client and any other acceded Party are obliged to read the Changes to the Standard Terms; being unaware of the new changes to the Contract shall not relieve the Client or other acceded Party from obligations and responsibility for execution of the Contract. With that, the Bank shall make all endeavors to notify the acceded Party of the changes, new products and services, by all ways (Means of Communication) established by the laws of the Republic of Kazakhstan and the Contract.

279. Notwithstanding other provisions of these Standard Terms, the Bank can provide the Client with the following documents (hereinafter – “the Information”) by means of electronic communication, SMS-texts and/or by fax (above and hereinafter jointly named as “the Means of Communication”):

- Statements of the Client's Accounts at the Bank;
- documents, references, notifications, confirmations of the Bank concerning the Client, containing the data on any Accounts and /or transactions performed by the Client at the Bank;
- other information forwarded by the Bank to the Client, in accordance with the provisions of these Standard Terms.

280. In case of provision by the Bank to the Client of the information by way of the Means of Communication, the Client shall recognize means of electronic and facsimile information transmittance, established in the order and on the conditions established by these Standard Terms sufficient for performance by the Bank of the obligations on provision to the Client of the Information according to the Application-Offers/ banking services

provision agreements and these Terms and Conditions.

281. The Client agrees to that the information on means of communication obtained by him shall be in legal terms equal to obtaining the relevant documents in paper form, certified by the signatures of the authorized representatives of the Bank and affixed with the seal of the Bank.

282. Hereby the Client confirms that he is fully aware that providing Information by Means of Communication shall not guarantee safe obtaining Information by the Client and that there exists a risk of access of the third parties to Information. Hereby the Client takes all and any risk related to use of such forms of providing Information, including, but not limited to, possibility of failure of or late obtaining Information, probability of unauthorized access of the third parties, including fraudulent actions, illegal or inappropriate use of Information by authorized persons of the Client or by the third parties, irrespective of whether they normally received Information on behalf of the Client using computer equipment, a cellular (mobile) phone or a fax machine being at the Client's home/office or any other place.

283. The Client agrees to that the bank bears no responsibility for any failures in the process of submitting information, faults in computer, facsimile or other equipment, used for submitting, obtaining and/or confirmation of obtaining Information.

284. The Client also agrees to that the Bank bears no responsibility for any losses, which can be incurred to the Client as a result of performance and/or unduly performance of the obligations by the Bank under these terms and Standard Terms unless not proved that such losses were the result of gross negligence or intended non-performance of the obligations by the Bank hereunder.

285. At providing Information by the Bank by e-mail and/or fax the Client unconditionally relieves the Bank of any claims and demands which may occur due to providing information by the Bank to the Client by Means of communication.

286. The Client guarantees payment for the services of the Bank, as well as compensation for all expenses of the Bank related to its execution of orders/instructions of the Client in currency of execution of the Client, in amounts and on the conditions provided for by the Tariffs of the Bank, unless otherwise agreed between the Bank and the Client in writing. The Tariffs of the Bank may be unilaterally changed by the Bank within the limits of the laws of the republic of Kazakhstan.

287. The Bank can charge payment (commission fee) for its services by means of direct write-off of funds from the Account of the Client in an amount of a commission fee, without his prior consent. In case of lack of funds at the Account in currency of these commission fees subject to write-off, the Bank can convert a required commission fee amount from the Account in another currency and cover the commission fee amount. Conversion is performed at the official exchange rate established by the Bank as of the write-off date.

288. If the amount being at the Account is not sufficient for payment for the services of the Bank, the Bank, at its own discretion, has right for reimbursement of the Client's debt in compliance with the law of the Republic of Kazakhstan, including, by means of non-acceptance write-off of the debt amount from any of the Accounts of the Client, opened at any banks.

289. The Bank has right to include confirmation for write-off of the commission fee into the Account Statement and to provide additional written reports, on the condition that this information cannot be obtained from documents related to the relevant service of the Bank.

290. The Bank charges commission fee for servicing of the Account/Current Account for Card Transactions at the beginning of each calendar month or on the date of opening the Account/Current Account for Card Transactions.

291. Hereby the Parties agree that in the event of:

- Termination of the Agreement, the commission for servicing of the Account/Current Account for Card Transactions, paid to the Client, shall not be refunded;
- Absence of Transactions on the Account at the initiative of the Client during the period provided for by the INDs of the Bank, the Bank has right to transfer servicing of the Account to another Tariff without additional notification of the Client.

292. Changes, termination or extension of the period of validity of agreements concluded within the framework of Adhesion Contract, are 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.

293. The Bank can transfer or assign any rights or obligation arising out of this Agreement, without receiving prior written approval or consent of the Client, excepting cases expressly provided for hereunder. The Client cannot transfer or assign any rights or obligations arising out of the Agreement, without receiving prior written approval or consent of the Bank.

294. 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.

295. If the Client does not agree to the amendments to the Standard Terms, he should inform the Bank on this in writing, if this is not contrary to the legislation and on the condition that the Client performs all his obligations to the Bank.

296. Any legal expenses incurred to the Bank in case of its involvement into judicial proceedings between the client and the third parties shall be referred to the Client's expense. The Bank produces to the Client the payment specifying an amount of expenses. The Client immediately upon receiving the Receipt should pay it. Besides, any other expenses incurred to the Bank, not specified in the Tariffs of the Bank, but which can arise as a result of relationship between the Bank and the Client, shall also be referred to the Client's expense. The Bank produces to the Client the payment specifying in detail all expenses incurred to the Bank. The Client immediately upon receiving the payment should pay it.

297. All documents, referred to the Standard Terms/Bank Loan Agreements, other agreements within the framework of Adhesion Contract, shall be drawn in state and Russian languages. In case of discrepancies, the variant in Russian shall prevail, unless another decision is taken by the Parties.

298. Hereby the Client confirms that he/she does not object against use by the Bank at signing the Banking Services Provision Agreement and other documents related to banking services, fax-copies of signatures of authorized officials of the Bank, stamps, unless otherwise established by the legislation of the Republic of Kazakhstan.

299. In case of identification by the bank of the fact that the Client provided fake or invalid documents and/or information for obtaining a Loan, the Bank can unilaterally and without notifying the Client to:

- Block the Account, Card or Additional Card;
- Close the credit limit, and/or
- Close the Account of the Client;
- Terminate the Agreement, Bank Loan Agreement and other agreements of the Parties, and demand immediate debt recovery.

300. In cases, stipulated in p. 299 hereof, the Bank can also appeal to the authorized bodies, Financial Police, Credit Bureau, State Fund for Pension Payment and other authorized bodies, organizations and establishments, with relevant applications, attaching available confirming documents.