



# GENERAL TERMS AND CONDITIONS

OF BANKING SERVICING FOR LEGAL ENTITIES

APPROVED

by the decision of the Board of Directors of «Altyn Bank» JSC  
(SB of China CITIC Bank Corporation Ltd)  
(Minutes № 21 dated October 15, 2021)

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## DEFINITIONS

The capitalized terms used in the text of these, General Terms and Conditions have meanings given in the article "Definitions", unless otherwise provided directly in the text of this document or in the text of respective Bank servicing agreement.

Other terms and definitions used in these General Terms and Conditions are used in the meaning captured in the Current legislation.

**Shareholders of the Bank** means a person / persons who is/ are an owner/ owners of share/shares of the Bank.

**Bank** means "Altyn Bank" JSC (SB of China CITIC Bank Corporation Ltd), its branches/ subdivisions/ employees, agents/ representatives duly authorized to represent it in definite relations regarding provision of services to the Clients.

**Deposit** means any Funds received on Deposit account of the Client with the Bank as an amount initially placed on such Deposit account including, unless otherwise provided by Bank deposit agreement, any amounts of additional deposits and capitalized interest.

**Statement of account** means information extracted from automated banking information system of the Bank on transactions/ entries on Account of the Client. A statement may be provided to the Client in the form of paper print or in electronic format. A statement is a sufficient evidence of the fact that any transactions specified therein, including any transaction on provision/ attracting financing and repayment of Indebtedness on financial instruments, took place. For the purposes of these General Terms and Conditions and Bank servicing agreements concluded in accordance with these General Terms and Conditions, Statements of account are duly executed documents and do not require any further authentication and/ or examination, unless otherwise expressly required by the Current legislation, if they represent physical print-outs of information on Account transactions, including in connection with provision of financing. Transactions are considered completed on the date specified as a transaction date in a Statement of account.

**Shareholders' Group** means a Shareholders of the Bank, any of its affiliates, subsidiaries, related parties, or any of their branches and offices, the term "any member of a Shareholders' Group" has the same meaning.

**Current legislation** means the legislation of the Republic of Kazakhstan, as well as any international treaties (agreements, conventions) ratified by the Republic of Kazakhstan in due course.

**Funds** mean cash and non-cash money in any currency.

**Bank deposit agreement** means any agreement concluded between the Bank and the Client based on of these General Terms and Conditions and making their integral part, which regulates rights and obligations of the Client and the Bank in connection with making a Deposit and opening, maintenance and closing of Deposit account. Bank deposit agreement may be concluded by way of signing by the Bank and the Client of respective written agreement and/ or by providing the Bank with a corresponding Application with regard to placing deposit by the Client and its acceptance by the Bank.

**Bank servicing agreement** means any Current account agreement/ Bank deposit agreement/ Agreement for opening and operation of bank account and issuance of corporate payment cards/ Correspondent account agreement / Control account agreement or any other agreement provided for by internal policies, standards and procedures of the Bank, regulating the procedure for provision of banking services.

**Correspondent account agreement** means an agreement concluded between the Bank and the Client, being a bank or organization engaged in separate banking transactions, based on these General Terms and Conditions and being their integral part, which regulates rights and obligations of the Client and the Bank in connection with opening, maintenance and closing of Correspondent account.

**Financing agreement** means an agreement concluded between the Client and the Bank, which regulates rights and obligations of the Client and the Bank in connection with granting by the Bank of credit facility to the Client.

**Current account agreement** means an agreement concluded between the Bank and the Client on the basis of these General Terms and Conditions and making their integral part, which regulates rights and obligations of the Bank and the Client in connection with opening, maintenance and closing of Current account.

**Document with specimen signatures** means a document, containing information on the Client and its representatives authorized to open, to close any Accounts and carry out any transactions on Account, with their specimen signatures and impression of a seal (if required) of the Client, executed in accordance with the requirements of the Current legislation.

**Indebtedness** means all and any debts of the Client to the Bank under Bank servicing agreement, these General Terms and Conditions or Financing agreement, including without limitation any actually received amount of principal debt and bank loan interest, commission fee of the Bank, forfeit (fine, penalty), and any other debts, which may be incurred by the Client to the Bank in accordance with the provisions of Bank servicing agreement, these General Terms and Conditions and/ or Financing agreement. Calculation of amount of indebtedness shall be made by the Bank on a daily basis, unless otherwise provided in the respective Bank servicing agreement and/ or Financing agreement.

**Application** means a written declaration of intent by the Client used by the Bank as a basis for actions related to establishment and/ or implementation of legal relations on banking servicing.

**Client**

means the diplomatic mission, a legal entity and/ or their separate structural subdivisions, that are not an individual entrepreneur and are the holder of Account or Accounts opened with the Bank in accordance with these General Terms and Conditions and Bank servicing agreement.

**VAT control account** means the current account in tenge opened with the Bank to the value added tax payer, being a participant of the electronic invoice information system used to record the value added tax payments as per the Current legislation, General Terms and Conditions and the Bank Service Agreement.

**Correspondent account** means a bank account in any currency, opened by the Bank for the Client, being a bank or organization engaged in separate banking transactions, on the basis of Correspondent account agreement, for the purpose of performing operations of the Bank or organization carrying out certain types of banking operations and its Clients, provision of services provided for by the Current legislation, these General Terms and Conditions and Correspondent account agreement.

**Correspondence** means any written and/ or oral communication or instructions of the Parties in Kazakh and/ or in Russian and/ or in English sent by means, provided for by these General Terms and Conditions, the Current legislation, Bank servicing agreements, internal policies, standards, procedures of the Bank.

Correspondence coming from the Bank to the Client includes:

- Statements of any Client's Accounts, opened with the Bank;
- various documents, certificates, notices, notifications, confirmations of the Bank addressed to the Client, containing information on any Accounts and/ or operations of the Client on Accounts, opened with the Bank;
- other information sent by the Bank to the Client in accordance with the provisions of these General Terms and Conditions.

**Account number** means an individual identification code assigned by the Bank to any Account, opened for the Client, for the purposes of management of the Client's Funds.

**General Terms and Conditions** mean these General Terms and Conditions of banking servicing for legal entities and / or their separate structural subdivisions in "Altyn Bank" JSC (SB of China CITIC Bank Corporation Ltd), drawn up in accordance with the Current legislation, internal policies, standards and procedures of the Bank.

**Operational time** means a specific time period of the Operation day, during which the Bank receives instructions, orders to suspend fulfillment of the instructions, or revoke such instructions as well as instructions and/ or documents for other operations of the Bank. Operational time for different types of the transactions/ services provided by the Bank may be different. Information about the Operational time shall be specified in the Tariffs of the Bank and notified to the Client by posting relevant information on the Bank's WEB-site or in accordance with these General Terms and Conditions and/ or the current legislation.

**Operation day** means a period of time of a Business Day (which can be changed by the Bank unilaterally from time to time) established by the Bank, during which the Bank receives (within the Operational time) and processes instructions, orders to suspend fulfillment of instructions, or revoke such instructions, as well as other the Bank's operations. The Bank is entitled, but not obliged to notify the Client about the change of the Operation day.

**Business days** mean (apart from Saturday, Sunday and official holidays and weekends in the Republic of Kazakhstan) any days when the Bank is open for operations and transaction, as well as for receiving and processing instructions/ orders to suspend fulfillment of the Client's instructions or, in case of international transfer of funds in foreign currency, any days when banks are open for operations in the Republic of Kazakhstan and in a country, where such foreign currency is a legal means of payment.

In cases where it is not expressly stated in the text of these General Terms and Conditions and Banking servicing agreement, that any term is to be calculated in Business days, such term shall be calculated in calendar days. In the event that a due date or a last day of any term falls on a holiday, such due date or last day of any term shall be considered the nearest following Business day.

**Deposit account** means a bank account opened by the Bank for the Client in any currency agreed with the Bank on the basis of respective Bank deposit agreement.

**Party/ Parties** mean the Bank and/ or the Client.

**Account** means Current account, Deposit account or Correspondent account of the Client opened with the Bank in accordance with these General Terms and Conditions and Bank servicing agreement.

**Tariffs** mean applicable rates of the Bank' commission charged for banking and other services, which may be changed by the Bank in its sole discretion, unless otherwise provided for by the Current legislation and/ or respective Bank servicing agreement. In the context of these General Terms and Conditions Tariffs mean any tariffs applicable at the time of settling of respective transaction/ provision of respective service by the Bank.

**Current rate** means a rate of conversion / exchange of currencies established by the Bank at the time of transaction.

**Current account** means a bank account in any currency, opened by the Bank for the Client on the basis of Current account agreement, for the purpose of provision of services provided for by the Current legislation, these General Terms and Conditions and Current account agreement.

**Current account for bank card settlements** means a current bank account in any currency, opened by the Bank for the Client for the purpose of settlement of transaction using corporate payment card and/ or its details, as well as other operations provided for by these General Terms and Conditions and/ or Agreement for opening and/ or servicing a bank account, and issuance and servicing of corporate payment cards.

**Authorized person** means any person authorized by the Client or under the Current legislation for opening and performance of transactions and other transactions within the framework of these General Terms and Conditions on the Client's Account not inconsistent with the Current legislation.

**Competent authority**

an authorized state authority of the Republic of Kazakhstan that, within its competence, regulates and supervises the activities of financial market entities.

**Escrow Account** means Current or Deposit account, opened by the Client for the name of the third party with limitation of the rights of this party for debit transactions on the bank account subject to occurrence or meeting conditions, specified by the Client.

**EDS**

(electronic digital signature) - a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and the invariability of its content. An electronic digital signature is equivalent to a handwritten signature of the signatory. The electronic digital signature of a legal entity is issued to a specific representative of the legal entity.

## INTRODUCTION

1. These General Terms and Conditions are drawn up under the legislation of the Republic of Kazakhstan and in accordance with the policies of the Bank and Shareholders of the Bank/ Shareholders' Group regarding opening, maintenance and closing of Accounts, execution of payments and other issues involved in these General Terms and Conditions.

The General Terms and Conditions are applicable to all types of Accounts, opened by the Client with the Bank. These General Terms and Conditions make an integral part of this Bank servicing agreement and are made available to all Clients of the Bank for their acceptance, observance and guidance. The procedure for the provision of banking services and working with Clients of the Bank is regulated by the "Rules on the general terms and conditions of operations for legal entities" of the Bank.

2. The General Terms and Conditions regulate relations between the Bank and the Client arising in connection with opening, maintenance and closing by the Client of one or more Accounts with the Bank, providing payment services and banking operations provided for in these General Terms and Conditions, as well as with other matters related to provision of the above services. The Client shall determine a list of required Accounts and/ or services at its own discretion.

The Bank is entitled to refuse to provide payment services, banking operations, in case the Client violates these General Terms and Conditions/ conditions of Bank servicing agreement and/ or the Current Legislation in part and/ or as a whole, on the grounds stipulated by the Current legislation and/ or a Bank servicing agreement and/ or these General Terms and Conditions.

In case the Client wishes to be provided with the other services of the Bank, apart from those stipulated in these General Terms and Conditions, it is required to conclude separate agreements for respective services and also to satisfy the other requirements provided by the Current legislation and/ or internal policies, standards and procedures of the Bank and a Shareholders of the Bank/ Shareholders' Group. Unless otherwise provided by respective agreements concluded in accordance with these General Terms and Conditions, such agreements become effective from the date of their signing by the Parties and/ or from the date of acceptance by the Bank of respective Application from the Client.

3. These General Terms and Conditions are deemed to be accepted by the Bank's Client in case of its accession to these General Terms and Conditions by way of conclusion with the Bank of respective Bank servicing agreement and/ or providing the Bank with relevant Application containing explicit reference to accession to these General Terms and Conditions.

The texts of these General Terms and Conditions and Bank servicing agreements, concluded between the Bank and the Client in accordance with these General Terms and Conditions, as well as Tariffs make integral parts of a single document. The Client's signature on the last page of Bank servicing agreement and/ or on respective Application testifies that the Client:

a) received, read, understood and agreed to provisions of the General Terms and Conditions in full without any remarks and objections and undertakes to fulfill all such provisions to the fullest extent;

b) accepts and agrees to potential adverse effects of default on and/ or improper fulfillment of provisions of the General Terms and Conditions;

c) may not refer to a lack of its signature on these General Terms and Conditions as an evidence of the fact that these General Terms and Conditions have not been received by the Client, provided that the Bank has an Application and/ or Banking servicing agreement signed by the Client.

Affixing the Client's stamp on the Bank Service Agreement, General Terms and Conditions, Application, instructions and other Client's documents shall be required, if the Client submits instruction to the Bank on the need for the Client's seal.

To the extent that the Current legislation requires registration of Bank servicing agreements concluded in accordance with these General Terms and Conditions, such registration as well as all expenses related to such registration shall be the responsibility of the Client.

4. The Bank establishes threshold values (lower and upper limits) of interest rates on Current accounts, deposits and credits, threshold amounts and periods of accepted deposits and provided credits, which may be changed by the Bank at its sole discretion according to this General Terms and Conditions. The Bank's existing threshold values (lower and upper limits) of interest rates on Current accounts, deposits and credits as well as the terms of remuneration of deposits and credits and general provisions on the remuneration of Current accounts are established in the Regulations concerning general conditions of making transactions, available on the website of the Bank. The Bank shall at its own discretion, basing on various factors (the Client's creditworthiness, current market situation and others) and within the established threshold values of interest rates on deposits and credits, threshold amounts and periods of accepted deposits and provided credits determine amounts, periods and interest on deposits and credits, which may be offered by the Bank to the Client. Specific conditions with regard to deposits and credits for the Client shall be set by the Bank in respective Bank servicing agreements.



## **SECTION I. BANK ACCOUNT**

### **Chapter 1. General provisions**

General provisions stipulated in this section are applicable to all Accounts of the Client opened with the Bank, irrespective of Account type and currency, if not contradicting to the Current legislation.

#### **Article 1. Opening of Account**

1.1. The Bank opens Account on the basis of Account opening application, Bank servicing agreement concluded between the Bank and the Client and these General Terms and Conditions upon receipt from the Client of all required documents, complying in form and content with the requirements, established by the Current legislation and internal policies, standards and procedures of the Bank, a Shareholders of the Bank/ Shareholders' Group, international banking and business practice. Actions of the Bank related to opening of Account are considered and recognized by the Parties as acceptance by the Bank of the Client's Account opening application.

1.2. By signing Bank servicing agreement and/ or Account opening application the Client accepts all terms of opening, maintenance and closing of Account and accedes to these General Terms and Conditions, and also acknowledges that all provisions of these General Terms and Conditions and Bank servicing agreement meet interests and intents of the Client, and contain no provisions, which are onerous for the Client.

1.3. The Bank may at its own discretion and without any additional consent of the Client to introduce changes to the list of documents, required for opening, maintenance and closing of Accounts, if and to the extent that they are required by the Current legislation and/ or internal policies, standards and procedures of the Bank and/ or requirements of the Shareholders of the Bank/ Shareholders' Group. If, in connection with any such changes, opening, maintenance and closing of Account require presentation of additional documents, by acceding to these General Terms and Conditions the Client agrees to present such documents on time specified by the Bank and in accordance with the list provided by the Bank.

1.4. In the event of changes in personal data and/ or information that are or may be of importance for the Bank in connection with existence of Account (including without limitation any changes in legal status of the Client, names of persons having a signature right on behalf of the Client, etc.), the Client shall notify the Bank thereof with attachment of original or copies of documents, certified in a manner acceptable for the Bank, which confirm such changes. Any such changes become effective for the Bank only upon acknowledgement by the Bank of receipt of notice and relevant supporting documents. In case the Client fails to provide all necessary documents confirming the changes made, the information of the Client's personal data available at the Bank, and/ or information that is or may be of importance to the Bank in connection with the existence of the Account will be considered relevant on the date when the Client applies to the Bank. The Bank is entitled to demand and the Client is obliged to provide the Bank with any documents confirming such changes.

1.5. Accounts may be opened and operated both in tenge and foreign currency. Account may be used by the Client for depositing, withdrawal and transfer of Funds to the other Accounts, as well as for execution of payments in favor of third parties in accordance with the requirements of the Current legislation and these General Terms and Conditions.

1.6. The Bank makes decision on opening or rejection of opening of Account at its own discretion.

#### **Article 2. Authorized persons of the Client**

2.1. Receiving payment services, carrying out operations and obtaining other banking services by Authorized person of the Client shall be performed in accordance with these General Terms and Conditions, Bank servicing agreement, the Current legislation and internal policies, standards and procedures of the Bank, a Shareholders of the Bank/Shareholders' Group.

2.2. Hereby the Parties agrees to adhere to the following security requirements for the purpose of maximum possible mitigation of risk related to vesting of Authorized person by the Client upon receipt of payment services in the operations of the Account and receiving other banking services with authorities to operate Accounts and/ or manage Funds on such Account:

2.2.1. For the purpose of proof of authorities of Authorized persons, the Client shall present to the Bank the documents, required by the Current legislation, and internal policies, standards and procedures of the Bank and a Shareholders of the Bank/ Shareholders' group, good business practice including a Document with specimen signatures.

2.2.2. In the event of substitution of Authorized persons or their data, specimen signatures, seals (if required), specified in the Document with specimen signatures and termination or rewriting of documents, presented to the Bank and confirming their powers, or early termination of their powers the Client shall notify the Bank in writing thereof with provision of original

documents in confirmation of such changes and/ or another Document with specimen signatures in the terms established in these General Terms and Conditions. The Bank is entitled to demand, and the Client is obliged to provide the Bank with any documents confirming these changes or a new document with specimen signatures. The Client's failure to submit the documentation requested by the Bank may be the reason for suspending the expenditure transactions by the Client's Accounts.

2.2.3. Until the Client provides the Bank with any documents, confirming respective powers of persons, authorized to receive payment services, carry out transactions, and receive other banking services to operate Account and/ or Funds on it or to receive Correspondence from the Bank, the Client undertakes not to present to the Bank any payment documents of the Client and not to address any inquiries and any other Correspondence, signed on behalf of the Client by persons, whose powers are not confirmed to the Bank, and also undertakes to comply with the order and timing of submission of documents confirming the existence of the relevant powers of the persons authorized to receive payment services, to carry out operations and obtain other banking services.

2.3. On all occasions any Correspondence on behalf of the Client addressed to the Bank and any payment documents of the Client shall be signed by Authorized persons of the Client in accordance with the Document with specimen signatures of the Client.

2.4. In case of change of name or legal organizational form of the Client, the Bank shall on the basis of the Client's application and temporary document with specimen signatures effect servicing of the Client subject to temporary document with specimen signatures. A term of validity of temporary document with specimen signatures should not exceed 30 calendar days.

2.5. The Bank may refuse to execute the payment documents or any other instruction of the Client, if:

- instruction/ payment documents lack first and/ or second signature (where both signatures are necessary),
- information on Authorized persons, their data and/ or signatures, impression of a seal of the Client (if seal is required) in instruction/ payment documents do not conform to information on Authorized persons, their data and/ or signatures, impression of a seal (if seal is required) of the Client in the Document with specimen signatures, kept by the Bank.
- in other cases as per the Current legislation.

2.6. The Bank may stipulate other security measures, requirements and conditions, other than those stated in this Article, with regard to transactions conducted by Authorized persons of the Client through use of electronic banking services.

2.7. The Client shall be responsible for actions of Authorized persons as if they were his own actions.

### **Article 3. Receiving and making Payments and transfers of Funds**

3.1. All payments and transfers of Funds shall be executed by the Bank with account in term not exceeding established by the Current legislation.

3.2. Management of Funds kept on Account may be implemented by virtue of the Client's written instructions. Instructions with regard to operation of Account should be written in Kazakh and/ or Russian languages, executed on standard blanks in the form established by the Current legislation or, failing the same, in the form applied by the Bank and/or good business practice. The Client may give instructions to the Bank in the other form, if it is allowed by the Current legislation and provided that such instruction contains all information, required for proper execution by the Bank of the Client's instruction, as stipulated by the Current legislation, policies, standards and procedures of the Bank, the Shareholders of the Bank/ Shareholders' Group. This instruction may be written in the Kazakh and (or) Russian and (or) English languages. In that case the Bank shall by itself generate a document in the form required by the Current legislation or applied by the Bank. Such service shall be paid by the Client in accordance with Tariffs.

3.3. Any other methods of giving instructions with regard to management of Funds on Account should be preliminary agreed by the Bank and the Client in writing, whereupon such instruction shall be accepted by the Bank for execution.

3.4. The Bank shall fulfill instructions in accordance with internal policies, standards and procedures of the Bank on time and in accordance with the procedure established by the Current legislation. The Bank may reject any instructions of the Client, including those related to effecting payments/ transfers, where provided for and on the grounds by the Current legislation, these General Terms and Conditions, the "Rules on the General Terms and Conditions for legal entities' operations", Bank servicing agreement, internal policies, standards and procedures of the Bank, the Bank's Shareholders/Shareholders' Group.

Among other things the Bank shall not accept any payment documents:

- a) containing any intricate directions;
- b) not filled out or not signed on behalf of the Client;
- c) not containing information required by the Current legislation;
- d) filled out using a pencil;



- e) containing any corrections;
- f) containing any directions with regard to transactions that violate the Current legislation;
- g) if it is technically impossible for the Bank to execute any instruction contained in payment document;
- h) in other cases provided for by the Current legislation, these General Terms and Conditions, the "Rules on the General Terms and Conditions for legal entities' operations", agreement between the Bank and the Client, internal policies, standards and procedures of the Bank.

The Bank shall return such payment documents to the Client in compliance with procedure, stipulated by the Current legislation. The Bank shall not be responsible for damages suffered by the Client in connection with rejection of such instructions by the Bank.

3.5. The Bank accepts only those payment documents and other instructions, which are executed in accordance with the requirements of the Current legislation. If this were not the case the Bank shall, on term provided for by the Current legislation, return instructions to the Client or send a notice to the Client with regard to rejection of instruction with specification of reason for rejection by ways provided for in these General Terms and Conditions and on the grounds stipulated by the Current legislation and these General Terms and Conditions. Herewith, the Bank shall not be responsible for losses and damages sustained by the Client.

3.6. The Bank shall execute payments and transfers of Funds in accordance with the Client's instructions within the balance of Account or to the extent of credit amount subject to properly executed Financing agreement between the Bank and the Client. In the event that the Funds on Account are not sufficient or if amount of payment/ transfer exceeds a credit amount, the Bank shall be entitled to return payment documents to the Client without execution. The Bank shall not perform partial execution of the Client's payment documents, except as permitted by the Current legislation.

3.7. The Bank shall credit any amount transferred in favor of the Client (less expenses related to such transfer) to an Account on term set by the Current legislation. The Client shall notify the Bank of crediting any amount to his Account, which was not expected or should not be received by the Client, within 3 (three) Business days from the date when the Client became aware of the fact of crediting of such amount. If the Client fails to notify the Bank of any erroneous crediting of funds to his Account on term set by these General Terms and Conditions, the Client shall be responsible for actual losses sustained by the Bank in full.

3.8. Hereby the Parties agree that any and all instruction of the Client, including those concerning payment of taxes and other compulsory payment into the budget shall be accepted only during Operation day. Any instructions given by the Client after the end of Operation day shall be executed by the Bank on the following Operation day.

3.9. The Client assume all risks and responsibility related to giving instructions to the Bank, including those concerning payment of taxes and other compulsory payment into the budget, after the end of Operation day.

3.10. Hereby the Client represents and warrants that it assumes all risks and responsibility related to incorrect specification of details in payment documents.

3.11. At the request of the Bank the Client shall present any documents that substantiate any payment, as well as information about the source of funding for the transactions.

3.12. Payment documents of the Client may contain a fixed value date. Rights and obligations of the Bank in connections with execution of such payment documents are regulated by the Current legislation.

3.13. Recall by the Client of any instruction accepted by the Bank for execution and suspension of execution of such instruction shall be carried out in accordance with the procedure, on the grounds, and on term set by the Current legislation.

3.14. The Bank shall transfer Funds from one Account of the Client to another account, opened with the Bank, in the presence of written instruction of the Client with regard to such authorities of the Bank (standing order) in accordance with the Current legislation, arrangements between the Parties, internal policies, standards and procedures of the Bank.

3.15. Payment documents and instruction on recall of payment documents and suspension stay of execution of an instruction may be presented both in electronic format and in hard copy unless otherwise required by the Current legislation. Giving instructions on payments and transfers of Funds, as well as any instructions concerning their recall or suspension by electronic means shall be carried out on the basis and in accordance with the procedure provided for by relevant agreement that regulates relations of the Bank and the Client in respect of use of electronic systems, which is concluded in connection with existence of Account with the Bank in compliance with the procedure of protective action against unauthorized payments and transfers. These General Terms and Conditions and Bank servicing agreement regulate any issues related to processing by the Bank of payment documents received through electronic systems to the extent not regulated in such special agreement.

3.16. In order to prevent any unauthorized payments on the Client's Account the Bank shall take the following actions:

- when executing payment instructions of the Client on the basis of original payment documents in hard copy the Bank shall perform visual checking of signatures of Authorized persons and seal of the Client (if any);
- when executing payment instructions of the Client on the basis of electronic payment documents of the Client, any unauthorized payments shall be prevented in a manner required by relevant Bank's security procedures of providing electronic banking services.

3.17. The Client agrees that the Bank is entitled to choose the correspondent bank for processing the Client's operation at its own discretion. At that, the Client is aware and agrees that the Bank is not responsible for correspondent banks' actions, which participate in the operation processing, including below cases when the correspondent bank follows requirements of the respective foreign country's legislation, international agreements, international economic sanctions, its internal regulations, policies and procedures:

- suspends the Client's operation for indefinite term aiming to receive any necessary additional information about the operation;
- refuses to complete the Client's operation without specifying reasons for such refusal;
- blocks the Clients' funds for indefinite term;
- requests any necessary documents for completing the operation.

3.18. If the Bank is prosecuted through the Client's fault as the result of the operation processing, upon the Bank's request the Client agrees to compensate the Bank for damage caused by the processed payment.

3.19. When making transfers (including international ones) using the Account / without using the Account, the Client unconditionally and irrevocably consents for providing by the Bank an information and explanations related to the operation and its participants upon the correspondent bank's request, which participates in processing of the operation.

In case of receiving Bank's request on provision of information, explanations or documents, which are not available at the bank, but required for correspondent bank for the operation completion, the Client undertakes to provide the Bank such information, explanations or documents in the required volume and in the period determined by the Bank.

## **Article 4. Cash Servicing in the Bank's Premises**

4.1. Operations with cash Funds include the following: acceptance by the Bank of cash Funds in various currencies, counting, sorting, packing, change, exchange, crediting, withdrawal and disbursement, storing by the Bank of banknotes and coins in various currencies. The above operations with cash Funds shall be performed by the Bank during Operation day in accordance with the procedure established by the Current legislation, the Agreement for banking services, internal policies, standards and procedures of the Bank. The Bank may refuse to cash transactions in the cases and on the grounds provided by the Current legislation, these General Terms and Conditions, the Bank servicing agreement, internal policies, standards and procedures of the Bank.

4.2. The Bank shall credit the Client's Account to the amount of actually received Funds after their acceptance, counting per banknote, per coin and package.

4.3. Cash Funds shall be disbursed by vouchers and cash receipts within the amount of available balance on the Account. Cash Funds withdrawal is made to the Client based on a request for cash withdrawal submitted by the Client not later than one Business day before the cash withdrawal, in accordance with the procedure established by the Current legislation and internal normative documents of the Bank.

4.4. In the event that the Client places money on Account on a massive scale determined by the Bank on the basis of requirements of the Current legislation and/ or internal policies and standards of the Bank, the Bank may request presentation of documents that confirm the origin of deposited Funds.

4.5. Hereby the Client agrees that Funds deposited on Account on its behalf may be received by the Client in cash in the same branch/ division of the Bank, where they have been deposited on Account, or in any other branch/ division of the Bank in the territory of the Republic of Kazakhstan in accordance with the procedure established by the Current legislation and internal policies, standards and procedures of the Bank.

4.6. Cash servicing in foreign currency shall be carried out in accordance with the requirements of the Current legislation regarding foreign exchange regulation.

## **Article 5. Foreign Exchange Transactions**

5.1. Account may be used by the Client for conduct of foreign exchange transactions in accordance with regulations provided by the Current legislation and these General Terms and Conditions.

5.2. The Client shall assume all risks related to opening and operation of Account in foreign currency, which may arise in connection with restrictions imposed by the state authorities in respect of foreign currency, including without limitation, introduction of currency control or currency restrictions.

5.3. All foreign exchange transactions shall be conducted in accordance with the procedure established by the Current legislation, internal policies, standards and procedures of the Bank, including without limitation a prohibition on foreign currency settlements between the residents of the Republic of Kazakhstan.

5.4. The Client confirms that it is aware of responsibility for violation of the Current legislation, of obligations of the Bank with regard to exercise of functions as a currency control agent, established by the Current legislation, as well as of informing by the Bank of law-enforcement authorities and Competent authority about any violations of the Current legislation admitted by the Client.

## **Article 6. Conversion Services**

6.1. The Client shall observe the Current legislation, regulating conversion transactions and use of converted Funds.

6.2. The Bank shall conduct conversion transactions in accordance with the Current legislation and within the available balance on Account:

- a) from foreign currency to Kazakh tenge (FCY-KZT);
- b) from Kazakh tenge to foreign currency (KZT-FCY);
- c) from foreign currency to the other foreign currency (FCY-FCY)
- d) from foreign currency to Kazakh tenge (FCY-KZT) with the future value date;
- e) from Kazakh tenge to foreign currency (KZT-FCY) with the future value date.

6.3. The Client may at his own discretion authorize the Bank to convert Funds from any Account, opened with the Bank, from one currency to the other, provided that the Client has Accounts, opened with the Bank, which are involved in currency conversion.

6.4. Applicable conversion rate and volume of conversion may be agreed by the Bank and the Client in advance.

Hereby the Parties agree that for the purposes of conversion transactions (conversion deals), as provided for by these General Terms and Conditions and Bank servicing agreement, the Parties may use telephone communication or Reuters or Bloomberg systems.

When coordinating the rates and other material conditions of conversion deal, all such conditions are stipulated by the Parties in the course of negotiations and recorded on special telephone equipped with voice recording device, or in records of negotiations in Reuters or Bloomberg systems.

In the event of use by the Parties of telephone communication the Parties hereby declare that they are aware that recording of negotiations concerning the terms of conversion deal is performed automatically on special telephone with voice recording device, installed in the Bank's office, and on special telephone equipped with voice recording device, installed in the Client's office, if any.

The Parties have no objections to such recording.

Hereby the Parties irrevocably agree that recording of negotiations concerning the terms of conversion deal by means of the above mentioned telephone(s) with voice recording device or by means of Reuters or Bloomberg systems (alongside with the Client's Application for conversion – conversion deal, especially prior to receipt by the Bank of such Application in writing) shall be a sufficient evidence of agreements reached by the Parties with regard to currencies involved in conversion deal, applicable conversion rate and volume of conversion.

The Parties acknowledge that any conversion deal is considered concluded by the Parties immediately upon receipt by the Bank of the Client's declaration of intent to conclude a conversion transaction, as provided by these General Terms and Conditions, in the absence of objections on the part of the Bank to conclusion of such transaction.

The Client's application for conversion under a conversion deal shall be provided to the Bank during Operation day being the day of agreement by the Parties of terms of respective deal by telephone or Reuters or Bloomberg systems.

In case if any material terms of conversion deal, specified in the Client's Application for conversion differ from the terms agreed by the Parties by the telephone or Reuters or Bloomberg systems, the Parties shall make efforts in order to adjust such differences on the day of receipt by the Bank of the Client's Application for conversion respectively.

Should the Parties fail to adjust any differences on conversion deal, obligations under which have been already fulfilled by the time of receipt by the Bank of the Client's Application for conversion, hereby the Parties agree to return everything received under such deal to the other Party before the end of the following Operation day. For these purposes hereby the Client authorizes the Bank, without any prior consent and further notice, to debit/ directly debit any Accounts of the Client with the Bank to any amounts repayable to the Bank under executed conversion deal in view of existence of such differences.

Each Party shall be responsible for providing access to means of operational communication, used pursuant to this clause, only to persons having the required qualifications and skills enabling them to hold negotiations, define terms and conclude conversion deals within the framework of these General Terms and Conditions, as well as authorized to hold negotiations with the other Party with regard to terms of conversion deals and to conclude such conversion deals on behalf of such

Party. Parties acknowledge that any deals concluded within the framework of these General Terms and Conditions, which terms are agreed by the Authorized persons of the Parties, shall be binding on the Parties, and the Parties shall take full responsibility for activities of Authorized persons related to conclusion of conversion deals in accordance with these General Terms and Conditions. Herewith the Bank reserves the right to introduce at any time and at its own discretion any additional security measures concerning identification and verification of powers of any persons holding negotiations with regard to conversion deals on behalf of the Client.

6.5. Hereby the Client authorizes the Bank to perform conversion of Funds, received in favor of the Client, to the currency of Account. The Bank is authorized to perform the above actions on the basis of Bank servicing agreement without any additional consent or authorization from the Client's side at the Current rate of the Bank, unless application of the other rate is expressly stipulated by the Current legislation or unless the other rate is agreed by the Bank and the Client in advance. If the Client chooses the option of executing a conversion with a future value date, the Client must provide the sufficient amount on the Account for the purchase / sale of foreign currency on the day of submitting the application for conversion. In the absence of money on the Client's Account on the date of the transaction, the Bank is entitled to refuse to execute the conversion.

## **Article 7. Debiting of Account**

7.1. Debiting of Account shall be carried out subject to the Client's consent, except when otherwise expressly provided for by the Current legislation, Baking servicing agreement, these General Terms and Conditions, internal policies, standards and procedures of the Bank.

7.2. Payment orders from a third party shall be accepted and executed without additional consent of the Client on the basis of respective court or the other state authority of the Republic of Kazakhstan decision, as well as on other grounds, provided for in the Current legislation.

7.3. Additional consent of the Client is also not required if the Bank and the Client concluded a direct debit agreement and/ or if a request of a third party is based on existing agreement between the Client and Beneficiary, being a creditor or guarantor, which allows for direct debiting of Account subject to requirements of the Current legislation.

7.4. The Bank may without any prior consent or further notice to the Client debit/ directly debit the Account for the services provided to any and all amounts due to it, including any amount of Indebtedness under Financing agreement, amount of commission fee of the Bank, on the basis of any agreement with the Bank (including Financing agreement), which provides for such right, as well as in cases, when it is required for posting adjustment entries on Account (Funds credited on Account by mistake etc.). Herewith all amounts withdrawn by the Bank from Account in discharge of Indebtedness shall be directed for redemption of such Indebtedness in order of priority, provided for in the Current legislation, these General Terms and Conditions and respective agreement between the Bank and the Client.

7.5. If the Bank does not receive payment to the full amount due to it in accordance with any agreement concluded with the Bank, the latter shall be entitled to be refunded by means of non-acceptance write off and/ or direct debiting of such amounts of the Client's indebtedness under such agreements at any time and from any Accounts, opened in the name of Client with the Bank, on the basis of these General Terms and Conditions and without any further consent in any form on the part of the Client.

If an amount of Funds on Account in the currency, in which Indebtedness is to be written off, is not sufficient, the Bank may convert the required equivalent of amount of Indebtedness from other Account in the other currency and to cover such amounts of Indebtedness due. Conversion shall be performed at the Current rate of the Bank, unless application of the other rate is expressly provided by the Current legislation.

For these purposes the Client hereby gives his irrevocable consent and authorized the Bank to carry out such non-acceptance write off and/ or direct debiting of amounts of the Client's indebtedness under the above mentioned agreements on the basis of these General Terms and Conditions and without any further consent in any form on the part of the Client.

## **Article 8. Statements**

8.1. The Bank shall furnish the Client with information on debit / credit operations on Account in the form of Statement. A Statement is generated from automated banking information system of the Bank in the form of print-out of electronic entries on Account, reflecting operations actually performed on Account. The Client determines a frequency of receipt of Statements at his own discretion with account of technical capabilities of the Bank and assumes all risks and responsibility related to selected frequency. Statement may be provided to the Client in the form of physical print-out or in electronic format (subject to existence of relevant agreement between the Bank and the Client for provision of electronic banking services).

8.2. The Client agrees that Statement of Account is a sufficient evidence of the fact, that the Client is informed of transactions conducted on Account, and his failure to promptly notify the Bank of any mistakes/ unauthorized transactions contained therein shall be at risk and responsibility of the Client.



8.3. The Bank may notify the Client of execution of his payment instructions by notice in any format.

8.4. In case of failure to receive a Statement when required, the Client shall promptly notify the Bank in writing. In the event that any Statement to be provided to the Client at the address designated by the Client is returned to the Bank, the Bank shall send such Statement repeatedly. If any Statement to be provided to the Client at the postal address designated by the Client is returned to the Bank due to a lack of the postal address designated by the Client or due to a lack of the Client at such postal address, the Bank shall keep such Statement within 3 (three) subsequent months, whereupon it shall destroy it. The Client assumes responsibility and all potential risks related to failure to receive a Statement or any other information from the Bank.

8.5. The Client undertakes to confirm a balance of Funds on Account within 30 (thirty) calendar days from the date of sending by the Bank of notice on reconciliation. Upon expiration of the above period a balance of Funds on the Client's Account, recorded in written notice, shall be deemed confirmed in the absence of written claims from the Client indicative of existence of any discrepancies between the Bank and the Client with regard to amount of balance.

8.6. Hereby the Client authorizes the Bank to send Statements through communication channels, provided for in the Current legislation, these General Terms and Conditions and/ or Bank servicing agreement, to Authorized person of the Client by virtue of written instructions of the Client. By doing so the Client assumes any and all risks related to receipt of Statements by unauthorized persons, including but not limited to possibility of any willful acts of third parties, including fraud, unauthorized access, as well as loss of information contained in Statement prior to its receipt by the Client.

## **Article 9. Settlement of claims/ disputes**

9.1. The Client shall promptly check all information (including Correspondence and other information) received from the Bank. Besides the Client shall check correctness of execution by the Bank of the Client's instructions. The Client shall immediately notify a Bank by the phone and thereafter in writing of detection of any inaccuracies, incorrect and/ or incomplete execution, and any unauthorized transactions.

9.2. If the Bank detects any errors/ inaccuracies arisen in the course of conduct of transactions on Account and/ or in information provided to the Client, the Bank shall notify the Client thereof as soon as possible and correct any such errors/ inaccuracies. This being the case, except as otherwise expressly provided for in the Current legislation, the Bank shall not be held liable for losses sustained by the Client owing to correction of detected errors/ inaccuracies. The Bank may make adjustment in calculations and/ or unauthorized payment/ transfer by crediting or debiting of Account without prior consent of the Client. In these circumstances, the Bank shall not be held liable for losses sustained by the Client owing to such corrections, apart from any miscalculations resulting from gross negligence on the part of the Bank.

9.3. Should the Client does not appeal against any incorrect Account transactions in writing within 3 (three) months upon their performance, such transactions shall be considered approved and accepted by the Client in full. In this case, any adverse consequences related to performance of the above transactions shall be at risk and responsibility of the Client. In case of detection of any arithmetic errors, the Bank should correct them upon expiration of the stated period.

9.4. For all claims and disputes, including the unauthorized payment services, the Client shall address written requests concerning all disputes to the Bank. Subject to matter in the claim or dispute, the Bank shall set a time for its consideration at its own discretion in accordance with the statutes of the Current legislation, internal policies, standards and procedures of the Bank, a Shareholders of the Bank/Shareholders' Group, respective international payment system.

9.5. Should the Client's claim is recognized to be well-grounded, the Bank shall make corrections in the performed transactions and shall also take other actions in order to settle a situation on the ground.

9.6. In the event that the Client's claim is recognized to be groundless, the Client shall indemnify the Bank for all expenses related to consideration of claim raised including but not limited to commission fee of the Bank for consideration of claim, penalties charges by respective payment system, which in some instances may exceed an amount of questioned transaction. The Bank is entitled to debit the Client's Account to the amount of expenses incurred on the basis of these General Terms and Conditions and without any further consent of the Client.

9.7. By acceding to these General Terms and Conditions the Client gives to the Bank a written consent to return of Funds under any erroneous, unauthorized payment and/ or transfer of Funds, as well as transfer of Funds on the basis of forged payment document/ instruction, by crediting or debiting an Account without any additional prior notice or consent of the Client or presentation of any documents, in the event of establishment of the fact that Funds were credited on Account by mistake. In such case the Bank may prior to determination of details of payee, to be used for return of Funds under any erroneous, unauthorized payment and/ or transfer of Funds, crediting Funds on Account by mistake, refuse to execute any payment documents/ instructions of the Client within the amount of Funds under any erroneous, unauthorized payment and/ or transfer of Funds and crediting Funds on Account by mistake. Under these circumstances the Bank shall not be

liable in damages resulting from such return of Funds under any erroneous, unauthorized payment and/ or transfer of Funds, crediting Funds on Account by mistake, or refusal to execute payment documents/ instructions of the Client pursuant to this clause, except for any miscalculations occurred through the fault of the Bank.

9.8. The Client hereby agrees that when deciding an issue of authenticity of the Client's signature on payment documents/ instructions in hard copy, the Bank and the Client shall be governed by the following rule: a signature on payment documents may be recognized forged in cases where the first character of signature on payment document does not conform to initial character of the Client's signature (name or surname) on the Document with specimen signatures. This provision does not extend to any transactions performed using corporate payment cards due to the fact that the Bank does not have technical capability and obligation under the Current legislation to verify a signature of any corporate payment cardholder.

## **Article 10. Miscellaneous provisions**

10.1. The Client hereby agrees that the Bank has a right to include the data contained in the Document with specimen signatures, including specimen signatures (if any), into electronic database of the Bank used for servicing of Account.

10.2. The Bank has a right to determine and control ways of using of Funds by the Client, to establish control over Account and to restrict the Client's right of free disposition of Funds in accordance with the terms of respective pledge agreement, pursuant to which Funds on Account are the subject of pledge and secure performance by the Client of his obligations to the Bank, or other agreement providing for the Bank's authorities described above.

10.3. Suspension of operations on Account and/ or sequestration of Account shall be performed by the Bank on the grounds and the Current legislation, these General Terms and Conditions, and the Bank servicing agreement.

10.4. If the Bank at the direction of the Client sends Funds, securities, checks or other documents to the Client or third parties, the Client shall bear the risks related to such sending, unless otherwise provided in writing.

10.5. The Client shall handle any blanks, payment cards, data carriers and means of communication, made available to him by the Bank, with care and caution. Should the Client becomes aware of such circumstances as loss, theft or improper/ unauthorized use of such blanks, payment cards, data carriers and means of communication, the Client shall promptly notify the Bank thereof in writing. The Client shall be responsible for any consequences of improper use of such blanks, payment cards, data carriers and means of communication, unless he proves the absence of his fault.

10.6. The Parties hereby agree that the Bank has a right to announce termination of Bank servicing agreement and closing of Account in the event of lack Funds on Account or violation by the Client of his obligations under these General Terms and Conditions and/ or Bank servicing agreement, as well as on other grounds provided for in these General Terms and Conditions and Bank servicing agreement, internal policies, standards and procedures of the Bank and the Current legislation.

## **Chapter 2. Current account**

### **Article 11. Current account transactions**

11.1. In accordance with the requirements of the Current legislation, internal policies, standards and procedures of the Bank, transactions performed on Current account are related to:

- ❖ providing availability and application by the Bank of the Client's Funds;
- ❖ acceptance (crediting) of funds in favor of the Client;
- ❖ receiving and making payments and transfers of the Client's Funds to other bank account of the Client or to third parties in accordance with the procedure set forth in these General Terms and Conditions and Current account agreement;
- ❖ performance of conversion transactions on the Client's Accounts;
- ❖ execution of third parties' instructions with regard to withdrawal of the Client's Funds on the grounds provided for by the Current legislation and/ or Current account agreement;
- ❖ acceptance from the Client and disbursement of cash funds to the Client on/from the Bank account(s) in accordance with the procedure set forth in these General Terms and Conditions and Current account agreement;
- ❖ payment of interest in the amount and in accordance with the procedure determined by these General Terms and Conditions and Current account agreement;
- ❖ delivery at the request of the Client of information on amount of the Client's Funds in the Bank and on performed transactions in accordance with the procedure set forth in these General Terms and Conditions and Current account agreement;
- ❖ providing electronic banking services (remote banking servicing), subject to a separate agreement between the Bank and the Client;



- ❖ rendering other banking services/ provision of other payment services of/ to the Client provided of these General Terms and Conditions, the Current account agreement, the Agreement of bank services and the Current legislation, business practice, internal policies, standards and procedures of the Bank

11.2. Additional information about the provision of payment services/ banking services on the Current account is provided by the Bank at the request of the Client in accordance with the procedure set forth in the General terms and Conditions/ Bank servicing agreement and the terms according with the Rules on the general terms and conditions of operations for legal entities of the Bank and/ or the Current legislation.

11.3. The Bank may at its own discretion, on a permanent or temporary basis, provide additional services to the Client within the framework of Bank servicing agreement or impose a special mode of operation of Current Account, as described in this article, with payment of commission fees in accordance with the procedure set forth in Bank servicing agreement.

11.4. Maintenance of Current account in special mode.

Maintenance of Current account in special mode is subject to respective arrangement between the Bank and the Client, the Bank shall perform transactions on Current account, operated in special mode, in accordance with terms and procedures agreed by the Bank and the Client in a separate agreement.

11.5. Transactions on Current account for card transactions.

In accordance with the requirements of the Current legislation, internal policies, standards and procedures of the Bank, any operations on Current account for card transactions shall be the same as normally performed on Current account, taking into account access availability of authorized persons of Client being corporate cardholders to the Client's Funds on Current account for card transactions by usage of corporate payment card or its details. The terms of the provision of corporate payment cards and the procedure for disposing of Funds on the Client's Account through the use of corporate payment cards is regulated in accordance with the Bank's current rules for using a payment card and / or a separate agreement between the Bank and the Client.

11.6. Maintaining VAT Control account.

In accordance with the requirements and objectives established in the Current legislation, the VAT Control account is used to record the movement of value-added tax calculations.

If the transactions do not comply with the objectives set forth in the Current legislation, the Bank refuses to execute incoming and outgoing payment documents to / from the VAT Control account.

## **Article 12. Rights and obligations of the Bank and the Client**

12.1. In addition to the other rights, provided for in these General Terms and Conditions and Current account agreement, the Client is entitled:

12.1.1. To administer Funds on Current account in accordance with these General Terms and Conditions and Current account agreement;

12.1.2. To obtain Statements, certificate of Current account state;

12.1.3. At any time to demand and obtain Funds within the balance on Current account in accordance with the procedure and on terms set by the Current legislation, these General Terms and Conditions and Current account agreement.

12.2. In addition to the other obligations provided for by these General Terms and Conditions and Current account agreement the Client is obliged:

12.2.1. To provide a package of documents to the Bank, required for opening and operation of Current account, and also to supplement such package in the event of changes in previously delivered documents, if such documents become irrelevant and in other cases provided for in these General Terms and Conditions, Current account agreement and/ or Current legislation, within 3 (three) Business days from the date of such changes;

12.2.2. To pay for services of the Bank in accordance with Tariffs applicable by the Bank as of the date of provision of services in accordance with the procedure set forth in these General Terms and Conditions, and also to indemnify the Bank for all expenses incurred in connection with execution of the Client's instructions in the currency of execution of the Client's, in amounts and on terms, provided by the Bank's Tariffs in effect by the time of provision of services, unless otherwise agreed in writing by the Bank and the Client;

12.2.3. To be made aware of information contained in the Bank's Correspondence and make sure that there are no erroneous or unauthorized transactions on Current account within 1 (one) Business day upon acquisition of such information. If the Bank receives no notice from the Client regarding any errors on term states above, the Client shall indemnify the Bank for damages, losses, expenses and costs incurred by the Bank as a result of default on or late

performance by the Client of the above obligations and/ or due to execution by the Bank of faulty (unauthorized) instruction;

12.2.4. Should the Bank request presentation by the Client of additional documents in accordance with these General Terms and Conditions, the Client shall provide such documents to the Bank on term set by the Bank;

12.2.5. To indemnify the Bank for commissions of the other banks (including any commissions of foreign banks), incidental expenses, including postal and telegraph charges, costs of translation to/ from a foreign language(s), verification, notarial fees and other expenses, if the same is required for proper provision of services by the Bank, to the extent of actual costs;

12.2.6. To maintain a minimum non-declining balance of funds on Current account, established by the Bank and provided for in Current account agreement.

12.3. In addition to the other rights, stipulated by these General Terms and Conditions and Current account agreement, the Bank has a right:

12.3.1. To apply Funds at its own discretion during the term of Current account agreement;

12.3.2. To withdraw Funds from the Current account of the Client without his consent and to suspend debit transactions, where provided by the Current legislation, these General Terms and Conditions and/ or Current account agreement;

12.3.3. To charge commission fee from Current account for provision of services in accordance with Tariffs applied by the Bank as of the date of provision of services in accordance with the procedure set forth in these General Terms and Conditions, and also to claim compensation by the Client of all expenses incurred by the Bank in connection with execution of the Client's instruction in the currency of execution of the Client's instruction, in amount and on terms, provided by the Bank's Tariffs in effect by the time of provision of services, unless otherwise agreed in writing by the Bank and the Client;

12.3.4. Should the Bank detects any errors in Current account transactions or any unauthorized payment and/ or transfer, the Bank shall, without acceptance, prior notice or further consent of the Client, the Bank shall make a refund under any unauthorized payment and/ or transfer in accordance with the procedure and terms established by these General Terms and Conditions and the Current legislation;

12.3.5. To reject execution of payment documents if the Client has any past-due Indebtedness to the Bank on performance of obligations under Bank servicing agreements concluded by the Bank and the Client;

12.3.6. The Bank may, at its own discretion and without any additional consent of the Client, introduce changes to the list of documents, required for opening and operation of Current account, including in cases explicitly provided by the Current legislation and/ or internal policies, standards and procedures of the Bank, and request presentation of necessary documents by the Client. If the Client does not present such documents, the Bank has a right to suspend/ stop provision of services under Current account agreement and may also reject execution of the Client's payment documents;

12.3.7. To use services of third parties for the purpose of performance of its obligations and execution of directions/ orders/ instructions of the Client, and provision of the other services to the Client in accordance with Current account agreement, including (but not limited to) any cases, when necessity for use of third parties' services is expressly prescribed by the Current legislation;

12.3.8. To send Correspondence to the Client, including any Correspondence of informative of advertising nature, to postal and/ or electronic address designated by the Client;

12.3.9. To refrain from execution of the Client's instructions (to reject execution of payment documents) with respect of Funds on Current account in the event of violation by the Client of terms of Current account agreement or of any other agreement, contract and/ or other document signed with the Bank, as well as in other cases provided for in the Current legislation, these General Terms and Conditions, Current account agreement, any other agreement, contract and/ or other document signed with the Bank;

12.3.10. To close Current account in cases and in accordance with the procedure provided for by the Current legislation of the Republic of Kazakhstan, these General Terms and Conditions and/ or Current account agreement;

12.3.11. To reject execution of the Client's payment document if execution of payment document may result in decrease of minimum non-declining balance fixed in respective Bank servicing agreement;

12.3.12. To reject execution of the Client's payment document, if execution by the Bank of the Client's instruction, contained in such payment document, results in use by the Client of Funds, extended by the Bank to the Client by way of bank loan, not for designated purpose, determined in respective Financing agreement concluded by the Bank and the Client;

12.3.13. The Bank may reject execution of the Client's payment document if the Client does not maintain on Current account an amount sufficient for payment of commission fee of the Bank in accordance with effective Tariffs of the Bank as of the date of payment.

12.4. In addition to the other obligations, provided for by these General Terms and Conditions and Current account agreement, the Bank shall:

12.4.1. Open Current account for the Client and maintain records of lodged cash and any Funds transferred in non-cash form;

12.4.2. Provide availability of Funds on the Current account of the Client on request of the Client;

12.4.3. Perform transactions on Current account on instruction of the Client in strict compliance with the Current legislation, these General Terms and Conditions and Current account agreement;

12.4.4. On a periodic basis and/ or on request of the Client provide him Statements of Current account and other information in accordance with the procedure set forth in these General Terms and Conditions and/ or Current account agreement;

12.4.5. Maintain confidentiality of information concerning the Current account of the Client on terms set by these General Terms and Conditions and Current legislation;

12.4.6. In the event of detections of any errors in records under Current account, confirmation, Statement of Current account and/ or other information, provided by the Bank to the Client, the Bank shall promptly notify the Client thereof and correct any errors as soon as practicable. The Bank may correct calculations by crediting or debiting of Current account without prior notice or further consent of the Client. In such case the Bank shall not be liable in damages resulting from such corrections, except for any miscalculations occurred through the fault of the Bank.

## **Article 13. Interest on Current Account**

13.1. The Bank at its own discretion may accrue interest on Funds held on the Client's Current account, if opened before the entry into force of changes in the Current legislation on the prohibition of the interest accrual on current accounts.

13.2. Amount of interest and period of time, during which the Bank accrues interest, shall be agreed by the Parties verbally using telephone communication, unless the other method of agreement of the terms of accrual of interest is agreed by the Parties.

The Parties hereby agree that when coordinating terms of accrual of interest by the Parties in the course of talks conducted using telephone communication, all such terms shall be stipulated by the Parties and recorded on special telephone equipped with recording device.

The Parties hereby declare that they are aware that recording of negotiations with regard to the terms of accrual of interest on Funds kept on Current account is performed automatically on telephone with recording device, installed in the Bank's office.

The Parties have no objections to such recording.

Hereby the Parties irrevocably agree that recording of negotiations concerning the terms of accrual of interest by means of the above mentioned telephone with recording device shall be a sufficient evidence of agreements reached by the Parties.

13.3. Accrual and payment of interest on the Client's Current account shall be carried out in accordance with the procedures provided for by the Current legislation, internal policies, standard and procedures of the Bank and the Shareholders of the Bank/ Shareholders' Group.

13.4. Unless otherwise agreed by the Bank and the Client, interest on Current account is accrued daily on the basis of 365 (three hundred and sixty five) days in a year and actual number of days in a month.

13.5. Payment of accrued interest shall be made on a monthly basis on the last Business day of a month, unless otherwise specified by the Parties. If not specifically agreed otherwise by the Bank and the Client, accrued interest shall be paid to Current account, on which such interest is accrued. When paying interest on Current account the Bank shall deduct taxes to be paid by the Client in connection with drawing income in cases, in amounts and in accordance with the procedure provided for in the Current legislation.

13.6. For this purpose accrual of interest on Current account is not an obligation, but an exclusive right of the Bank, and such accrual may be cancelled by the Bank at any time on any grounds and without further notice.

Besides, failing any special arrangement between the Bank and the Client, as provided by this Article, the Bank has a right at its own discretion to suspend/ resume charging and/ or change terms of accrual of interest on balance of Funds on the Client's Current account, including amount of interest, on the basis of decision of authorized body of the Bank.

## **Article 14. Period of validity and procedure for termination of Current account agreement.**

### **Closing of Current account.**

14.1. Current account agreement becomes effective upon its signing by both Parties. Period of validity of Current account agreement is not limited and determined according to interests of the Parties.

14.2. Closing of a Current Account shall be carried out at any time on the initiative of the Client on the Client's application in the absence of any grounds that prevent closing of Current account in accordance with the Current legislation, these General Terms and Conditions and/ or Current account agreement.

14.3. Closing of the Current account can be made independently by the Bank in the event of the Bank's decision to terminate or refuse to fulfill the Current account agreement on the grounds stipulated in the Current legislation and/ or in the Rules on the general terms and conditions of operations for legal entities of the Bank and/ or referred to in subparagraphs 14.3.1. and this paragraph 14.3.2 of the General Terms and Conditions by notifying the Client within ten (10) calendar days prior to the proposed effective date of termination, unless otherwise provided for by these General Terms and Conditions, or refusal to fulfill the Current account agreement, unless the Current legislation expressly provides for restrictions on the termination or refusal to fulfill the Current account agreement by the Bank.

The notification is sent to the address of the Client known to the Bank by the means provided in these General Terms and Conditions.

14.3.1. The Bank is entitled to terminate or refuse to fulfill the Bank servicing agreement, the Current account agreement or provide payment services unilaterally and extrajudicial procedure, by sending a notification to the Client within ten (10) calendar days in the following cases:

- the absence of Funds on the Client Account for more than one year;
- the absence of Funds movement on the Client Account for more than one year;
- in case the Bank identifies a threat of improper performance of any of the Client's obligations under the Current account agreement/ the General Terms and Conditions (including but not limited to challenging the validity of the Current account agreement/ the General Terms and Conditions), or if the Client provides doubtful or incomplete documents and/ or information to the Bank; and/ or
- there is a threat to breach by the Bank requirements of the Current legislation, policies/ procedures or group claims the Bank's Shareholders/ Shareholders' Group, international treaties ratified by the Republic of Kazakhstan; and/ or
- changes in the Current legislation affecting the Bank's proper fulfillment requirements of Current legislation, the Current account agreement/ the General Terms and Conditions, international treaties ratified by the Republic of Kazakhstan; and / or
- The Client's judicial involvement or the same against him that could adversely affect the Client's proper fulfillment of his obligations under the Current account agreement/ the General Terms and Conditions and/ or adversely affect the business reputation of the Bank; and/ or
- non-provision by the Client and/ or its representative of the documents or information requested by the Bank as per the Current legislation and internal regulatory documents of the Bank; and/ or
- provision by the Client and/ or its representative of the invalid (lost, expired) or unreliable documents or information; and/ or
- the impossibility of establishing of the intended goal and nature of business relations; and/ or
- the availability of information on the Client and/ or its representative and/ or its beneficial owner in the list of the authorized state of financial monitoring of the Republic of Kazakhstan; and/ or
- if one of the parties/participants of the operation/deal or obligation under the deal is the entity registered/placed in the country with the significant risk of money laundering/financing of terrorism defined by the international organization or foreign state, or if in processing of the operation / deal participates such entity; and/ or
- in case the bank document is signed by an unauthorized person of the Client and/ or signature specimen and impression of a seal (if any) do not comply to the Document with sample signatures, available at the Bank; and/ or
- there is a suspicion that business relations are used by the Client for the purpose of money laundering or financing terrorism; and/ or
- in other cases provided for by the Bank servicing agreement, the Current account agreement, the General Terms and Conditions, concluded between the Parties.

14.3.2. The Bank has the right at any time without prior notice to Client in extrajudicial unilaterally to cancel the Bank servicing agreement, Current account agreement, close the Current account, thus terminating the management and maintenance of the Current account or refuse to provide payment services in case there are any sanctions or restrictions imposed by foreign/ international/ national organizations (FATF, OFAC, UN, etc.) in respect of the Client, if the Bank has suspicions (and the Bank should not justify and prove their suspicions) that the Client is involved in terrorist activities and/ or activities for legalization (money laundering) and/ or carries out any other activity that involves or may involve criminal prosecution of the Client and/ or the occurrence of other conditions, which may, at the Bank's opinion, have any negative consequences for the Bank. Upon the occurrence of these events, all obligations of the Client to the Bank shall be subject

to immediate execution. The Bank shall not be liable for Client's losses caused by refusal of the Bank or participating in the operation's processing correspondent bank to execute or stop execution of the Client's payment orders in connection with the sanctions, compliance with legislation of the Republic of Kazakhstan and international regulations on money laundering and financing of terrorism, or in case of international transfers – compliance with the regulatory requirements of the foreign state.

14.4. A Current account agreement may be terminated and a Current account may be closed in the event of default on other financial and other obligations, except as required by the Current legislation. Upon application of any of the Parties on termination of Current account agreement, the Parties shall perform all outstanding obligations in full. All obligations of the Client to the Bank are subject to complete and prompt performance. The Client agrees that the Bank may satisfy its claims by direct debiting or non-acceptance write-off of funds from Current account. If it is not possible to terminate obligations of the Client or of a Bank's for the Client to third parties due to the nature of any obligations remaining in force (for example, bank guarantee, issued letter of credit etc.), the Client shall at the request of the Bank provide respective security for performance of his obligations to the Bank.

14.5. A balance of Funds on the Current Account shall be transferred to the other bank account of the Client with the Bank or with the other bank on the Client's instruction in writing within 5 (five) Business days upon performance of all existing obligations by the Client and the Bank or in the manner prescribed by the Current legislation.

14.6. Current account agreement shall be terminated from the date of closing of all Current accounts opened under Current account agreement.

14.7. The Client may not close a Current account and terminate a Current account agreement, if at least one existing Bank servicing agreement concluded by the Bank and the Client has a reference to Current account to be closed as a bank account used for mutual settlements between the Parties, provided for by such Bank servicing agreement. In such a case, the Parties undertake to make efforts in order to amend such Bank servicing agreements with regard to specification of a number of another bank account opened with the Bank or other methods of mutual settlements between the Parties, not providing for use of Current account.

14.8. The Parties hereby agree that in the event of termination of Current account agreement (irrespective of the grounds), Current account agreement shall be terminated apart from provisions regulating confidentiality issues, which remain in force until expiration of time-limits set by the Current legislation for storage by the Bank of Current account agreement and documents related to opening of Current account and conduct of transactions on such account.

## **Chapter 3. Deposit account**

### **Article 15. Deposit account transactions**

15.1. In accordance with the requirements of the Current legislation, internal policies, standards and procedures of the Bank, transactions performed on Deposit account are related to:

- ❖ acceptance of Funds from the Client in non-cash form;
- ❖ payment of interest in amounts and in accordance with the procedure provided for by these General Terms and Conditions and Bank deposit agreement;
- ❖ providing availability and use by the Bank of Deposit amount;
- ❖ return of Deposit (in full or in part) on terms provided by these General Terms and Conditions, Bank servicing agreement and the Current legislation, including by means of its transfer to the other bank account of the Client;
- ❖ execution of third party instructions to withdraw the Client's funds on the grounds stipulated by the Current legislation and (or) the bank deposit agreement.

### **Article 16. General conditions and procedure for making and return of deposit. general provisions regarding interest on Deposit.**

16.1. On the basis of Bank deposit agreement concluded by the Bank and the Client, the Bank agrees to open Deposit account in the name of the Client, accept an amount of Deposit from the Client, to pay interest on deposit at the rate and in accordance with the procedure provided for by Bank deposit agreement, and to return a Deposit (in full or in part) in accordance with the terms of Bank deposit agreement.

16.2. For the purpose of making Deposits the Client and the Bank conclude respective Bank deposit agreement through signing by the Parties of respective agreement in writing and/ or by sending to the Bank of the Client's Application for term deposit in the form developed by the Bank by courier or through banking system (Internet banking). The Bank may consider such Application during 3 (three) Business days and if agreed the Bank shall accept such Application by way of its signing by the authorized officer of the Bank and certifying with a seal, or fulfillment of such Application, whereupon the Bank shall open Deposit account for the Client. If the Bank refuses to accept an Application, the Bank shall notify the Client of such



refusal by methods provided for in these General Terms and Conditions.

16.3. Deposit shall be placed on a Deposit account of the Client by wire transfer. Unless the other method of placement of Deposit on Deposit account is agreed by the Bank and the Client, the Client authorizes the Bank to transfer an amount of Deposit from Current accounts of the Client with the Bank to Deposit account of the Client by way of debiting of the Client's Current accounts to the amount of Deposit in accordance with Bank deposit agreement at the discretion of the Bank.

16.4. Funds may be placed in a lump sum equal to a full amount of Deposit. The Client is not permitted to make additional contributions to Deposit, unless otherwise specified in respective Bank deposit agreement.

16.5. Interest on deposit shall be accrued from the date of receipt of an amount of Deposit and subsequent additional contributions (if any) on Deposit account based on period (in case of Term deposit) and amount, specified in Bank deposit agreement, at the rate specified in the respective Bank deposit agreement with account of provisions concerning change of rate pursuant to these General Terms and Conditions.

16.6. For the purpose of accrual of interest on deposit a day of acceptance and return of Deposit, including subsequent additional contributions or partial demanding and obtaining of amount of Deposit (if any) from Deposit account, shall be considered as one day.

16.7. When paying interest the Bank may deduct taxes to be paid by the Client in connection with drawing income in cases, in amounts and in accordance with the procedure provided for in the Current legislation.

16.8. Any partial or full return of Deposit, including prior to expiration of deposit period under Term deposit and Savings deposit or happening of condition under Conditional deposit, shall be carried out in accordance with provisions of these General Terms and Conditions and Bank deposit agreement.

16.9. Deposits made in foreign currency shall be returned in the same currency unless otherwise provided by the Current legislation or agreement by the Parties.

16.10. The Parties hereby agree that Deposit account is to be closed and Bank deposit agreement is considered terminated in the event that no Funds are received on deposit account by the end of Operation day being the date of conclusion of Bank deposit agreement. The Bank does not require any additional authorization from the Client for closing of Deposit account.

16.11. Unless otherwise provided in respective Bank deposit agreement, interest shall be accrued at zero rate (effective interest rate is 0%) from the date of satisfaction by the Bank of third party claims with regard to withdrawal of funds from Deposit account concerning to the specifics provided in subparagraph 17.2.7. of Article 17 of these General Terms and Conditions. When this happens any interest on deposit accrued and paid by the Bank shall be subject to recalculation and return by the Client in accordance with Bank deposit agreement.

16.12. In the event of satisfaction by the Bank of third party claims with regard to withdrawal of funds from Deposit account, where explicitly provided by the Current legislation, the Bank may return a balance of Deposit (of any) in advance. In such a case the Bank shall give a notice to the Client on return of a balance of Deposit amount within 10 (ten) Business days from the date of satisfaction by the Bank of third party claims with regard to withdrawal of funds from Deposit account, unless otherwise provided by Bank deposit agreement, and shall close an Account.

16.13. Full amount of Deposit may be returned by the Bank at its own discretion with prior notice to the Client at least 10 (ten) Business days prior to expected date of return of full Deposit amount:

- in case of termination by the Bank of acceptance of new deposits of such type;
- where provided for by the Current legislation.

16.14. In case if a date of return of Deposit/ payment of interest falls on weekends and/ or holidays, return of Deposit/ payment of interest shall be made on the immediately following Business day, unless otherwise provided by Bank deposit agreement.

16.15. These General Terms and Conditions also represent an agreement of direct debiting of bank account, pursuant to which the Client gives its unconditional, indisputable consent to withdrawal of funds from Account for the purpose of return of amounts of excess payment of interest on Deposit in accordance with the procedure and on terms set by these General Terms and Conditions.

Direct debiting of Account towards return of excess payment of interest on Deposit shall be carried out by the Bank at its own discretion on the basis of these General Terms and Conditions and Bank deposit agreement.



## **Article 17. Types of Deposits**

The Bank offers the following types of Deposits to legal entities subject to conditions and procedure for return of deposits according to existing policies and standards of the Bank:

- ❖ Term deposit and Savings deposit are made for a term specified in Bank deposit agreement;
- ❖ Conditional deposit is made until happening of conditions or circumstances determined by Bank deposit agreement.

### **17.1. Term deposit**

17.1.1. By concluding a Bank deposit agreement with the Bank, the Client authorized the Bank to debit Current account of the Client, specified in Bank deposit agreement, to the amount of deposit for the purpose of further placement of debited amount as a Deposit on Deposit account opened by the Bank to this effect. The Client in its turn undertakes to secure availability on such Current account of amount specified in Bank deposit agreement.

17.1.2. Interest rate established by the Bank for Deposit and specified in Bank deposit agreement is used for calculation and accruing interest on Term deposit.

17.1.3. In the event of sequestration of Funds on deposit and/ or suspension of debit transactions on Deposit account in accordance with the Current legislation, during the period of sequestration and/ or suspension of debit transactions on Deposit account any interest on Deposit shall be accrued and paid at initially established rate for such type of Deposit, unless otherwise provided for in respective Bank deposit agreement. This provision does not extend to cases, when a term of sequestration and/ or suspension of debit transactions exceeds the period of Deposit.

17.1.4. Interest shall be accrued from the date of receipt of amount of Deposit on Deposit account at the rate, established by Bank deposit agreement, on the basis of 365 (Three hundred and sixty five) days in a year for actual number of calendar days, when funds were placed on Deposit, unless otherwise provided by Bank deposit agreement, and shall be paid in accordance with the terms of Bank deposit agreement and/ or these General Terms and Conditions.

17.1.5. The procedure for disposition of the Client's Funds on Deposit account with the Bank, as well as the terms of provision of services by the Bank within the framework of maintenance of Deposit account are determined by these General Terms and Conditions and arrangements of the Parties, fixed in respective Bank deposit agreement.

17.1.6. Unless otherwise provided for in these General Terms and Conditions and/ or Bank deposit agreement and/ or Current legislation, the Bank shall return a Term deposit upon first request of the Client or upon expiration of a term set by Bank deposit agreement.

17.1.7. The procedure for return of Term deposit, including prior to expiration of period set for such deposit by Bank deposit agreement, is regulated by these General Terms and Conditions and/ or Bank deposit agreement.

If the Bank receives a request from the Client concerning advance return of a part or a full amount of Deposit, the Bank shall return a full amount of Deposit and effect payment of accrued interest in accordance with the procedure and on terms set by these General Terms and Conditions and/ or Bank deposit agreement within 7 (seven) calendar days upon receipt of the Client's request, and shall close an Account.

When this happens, unless otherwise agreed by the Bank and the Client in respective Bank deposit agreement, if the Client requests a return of a part or full amount of Deposit or if the Bank satisfies any third party claims with regard to withdrawal of funds from Deposit account, where explicitly provided by the Current legislation, prior to expiration of a term of Deposit, the Bank shall recalculate accrued but not paid interest at zero rate (effective interest rate is 0%).

In such a case, the Bank shall return a balance of Deposit (if any) to the Client by transfer of such balance of Deposit to the Client's account, specified in Bank deposit agreement.

Return of Deposit, including any return of Deposit in advance, shall be carried out by transfer of funds to any Current account of the Client opened with the Bank.

17.1.8. No prolongation of a Term deposit is envisaged. Return of Term deposit and payment of interest on Term deposit shall be effected on the date of expiration of Deposit period after deduction of relevant withholding taxes in accordance with the Current legislation.

### **17.2. Savings deposit**

17.2.1. By concluding a Bank deposit agreement with the Bank, the Client authorized the Bank to debit Current account of the Client, specified in Bank deposit agreement, to the amount of deposit for the purpose of further placement of debited amount as a Deposit on Deposit account opened by the Bank to this effect. The Client in its turn undertakes to secure availability on such Current account of amount specified in Bank deposit agreement.

17.2.2. Interest rate established by the Bank for Deposit and specified in Bank deposit agreement is used for calculation and accruing interest on Savings deposit.

17.2.3. In the event of sequestration of Funds on deposit and/ or suspension of debit transactions on Deposit account in accordance with the Current legislation, during the period of sequestration and/ or suspension of debit transactions on Deposit account any interest on Deposit shall be accrued and paid at initially established rate for such type of Deposit, unless otherwise provided for in respective Bank deposit agreement. This provision does not extend to cases, when a term of sequestration and/ or suspension of debit transactions exceeds the period of Deposit.

17.2.4. Interest shall be accrued from the date of receipt of amount of Deposit on Deposit account at the rate, established by Bank deposit agreement, on the basis of 365 (Three hundred and sixty five) days in a year for actual number of calendar days, when funds were placed on Deposit, unless otherwise provided by Bank deposit agreement, and shall be paid at the end of the term of Deposit.

17.2.5. The procedure for disposition of the Client's Funds on Deposit account with the Bank, as well as the terms of provision of services by the Bank within the framework of maintenance of Deposit account are determined by these General Terms and Conditions and arrangements of the Parties, fixed in respective Bank deposit agreement.

17.2.6. Unless otherwise provided for in these General Terms and Conditions and/ or Bank deposit agreement and/or Current legislation, the Bank shall return a Savings deposit upon first request of the Client or upon expiration of a term set by Bank deposit agreement.

17.2.7. The procedure for return of Savings deposit, including prior to expiration of period set for such deposit by Bank deposit agreement, is regulated by these General Terms and Conditions and/ or Bank deposit agreement.

If the Bank receives a request from the Client concerning advance return of a part or a full amount of Deposit, the Bank returns the Deposit no earlier than 30 calendar days upon receipt of the Client's request, the Agreement is considered terminated.

In this case, the accrued interest is recalculated by the term deposits rates with fixed conditions after deduction of relevant withholding taxes in accordance with the Current legislation. Partial withdrawal for Savings Deposits is not provided.

When this happens, unless otherwise agreed by the Bank and the Client in respective Bank deposit agreement, if the Client requests a return of a part or full amount of Deposit or if the Bank satisfies any third parties claims' with regard to withdrawal of funds from Deposit account, where explicitly provided by the Current legislation, prior to expiration of a term of Deposit, the Deposit account is closing, the Agreement is considered terminated. In this case, the accrued interest is recalculated by the term deposits rates with fixed conditions after deduction of relevant withholding taxes in accordance with the Current legislation.

In such a case, the Bank shall return a balance of Deposit (if any) to the Client by transfer of such balance of Deposit to the Client's account, specified in Bank deposit agreement.

Return of Deposit, including any return of Deposit in advance, shall be carried out by transfer of funds to any Current account of the Client opened with the Bank.

17.2.8. No prolongation of a Savings deposit is envisaged. Return of Savings deposit and payment of interest on Savings deposit shall be effected on the date of expiration of Deposit period after deduction of relevant withholding taxes in accordance with the Current legislation.

### **17.3. Conditional deposit**

17.3.1. Condition under Deposit should be clearly stated in the Bank deposit agreement in writing, conform to the Current legislation and have no ambiguities that render disbursement of Deposit difficult.

17.3.2. A rate of return established by the Bank for such type of Deposits and specified in Bank deposit agreement is used for calculation and accrual of interest on Conditional Deposits.

17.3.3. Interest shall be accrued from the date of receipt of amount of Deposit on Deposit account at the rate, established by Bank deposit agreement, on the basis of 365 (Three hundred and sixty five) days in a year for actual number of calendar days, when funds were placed on Deposit, unless otherwise provided by Bank deposit agreement, and shall be paid in accordance with the terms of Bank deposit agreement and/ or these General Terms and Conditions.

17.3.4. Unless otherwise provided for in Bank deposit agreement and the Current legislation, the Bank shall return a Conditional deposit within 7 (seven) calendar days upon receipt of the Client's request, Client upon occurrence of conditions/ circumstances, stipulated in Bank deposit agreement for return of Deposit. Procedure for return of Conditional deposit prior to occurrence of conditions, stipulated in Bank deposit agreement as conditions of return of Deposit, is regulated by Bank deposit agreement.

17.3.5. Return of Deposit, including any return prior to occurrence of conditions/ circumstances, stipulated in Bank deposit agreement for return of Deposit, shall be effected by transfer of funds to any Current account of the Client opened with the Bank.

#### **17.4. Conditional deposits for special purposes in accordance with requirements of the Current legislation**

17.4.1. For the purposes of meeting by the Client of requirements of the Current legislation, the Bank may offer an opportunity to the Client to make conditional deposits with the Bank for special purposes.

17.4.2. The procedure for opening, operation and closing of Deposit account, opened for making conditional deposit for special purposes, the procedure for placement and return of such conditional deposits are determined by the Parties in accordance with Bank deposit agreements concluded by the Bank and the Client subject to the Current legislation.

#### **Article 18. Rights and obligations of the Bank and the Client**

18.1. In addition to the other rights specified in these General Terms and Conditions and Bank deposit agreement the Client is entitled:

18.1.1. To demand and obtain an amount of Deposit (in full or in part) and to received interest accrued on such deposit in accordance with the provisions of these General Terms and Conditions and Bank deposit agreement, unless otherwise provided for by the Current legislation;

18.1.2. To received abstracts and statements of Deposit account, unless otherwise provided for by the Current legislation;

18.1.3. To make additional contributions in accordance with the procedure provided for by these General Terms and Conditions and/ or Bank deposit agreement, unless otherwise stipulated by provisions of these General Terms and Conditions and Bank deposit agreement.

18.2. In addition to the other obligations provided for by these General Terms and Conditions and Bank deposit agreement, the Client undertakes:

18.2.1. To provide a package of documents to the Bank, required for opening and operation of Deposit account, and also to supplement such package in the event of changes in previously delivered documents, if such documents become irrelevant and in other cases provided for in these General Terms and Conditions, Bank deposit agreement and/ or Current legislation, within 3 (three) Business days from the date of such changes;

18.2.2. To make a Deposit in the amount of initial contribution to Deposit specified in Bank deposit agreement. This condition is not applicable to additional contributions to Deposit account, if the same is provided by Bank deposit agreement;

18.2.3. To pay for services of the Bank in accordance with the Tariffs in force in the Bank as of the date of provision of services in accordance with the procedure, provided by these General Terms and Conditions, unless otherwise stipulated in these General Terms and Conditions and/ or Bank deposit agreement;

18.2.4. To return an amount of excess payment of interest in accordance with the procedure and on terms set by these General Terms and Conditions and Bank deposit agreement, except as otherwise provided by the Current legislation, these General Terms and Conditions and/ or Bank deposit agreement.

18.3. In addition to the other rights specified in these General Terms and Conditions and Bank deposit agreement the Bank is entitled:

18.3.1. To reject acceptance of amount of Funds to Deposit account as an initial contribution towards a Deposit, if such amount of Funds is less that the amount, specified in Bank deposit agreement. This condition is not applicable to additional contributions to Deposit account, if the same is provided by Bank deposit agreement;

18.3.2. To use amount of Deposit at its own discretion during the validity period of Bank deposit agreement;

18.3.3. To charge commission fees for provision of services according to the Bank's Tariffs in effect as of the date or provision of services in accordance with the procedure, stipulated in these General Terms and Conditions and/ or Bank deposit agreement;

18.3.4. To satisfy third party claims concerning withdrawal of Funds from the Client's Account without his consent, and to suspend debit transactions, where provided for by the Current legislation, these General Terms and Conditions and/ or Bank deposit agreement;

18.3.5. Should the Bank detect any errors in Account transactions or any unauthorized payment and/ or transfer, the Bank shall, without acceptance, prior notice or further consent of the Client, make a refund under any unauthorized payment and/ or transfer in accordance with the procedure established by these General Terms and Conditions and within the time limits set by the Bank at its own discretion;

18.3.6. To return a Deposit by notice to the Client in accordance with the procedure, established by these General Terms and Conditions, at least 10 (ten) calendar days prior to expected date of return of Deposit, if the Bank terminates to accept Funds for respective type of Deposit, as well as where provided by the Current legislation, these General Terms and Conditions and/ or Bank deposit agreement;

18.3.7. To close a Deposit account in cases and in accordance with the procedure prescribed by the Current legislation of the Republic of Kazakhstan, these General Terms and Conditions and/ or Bank deposit agreement;

18.3.8. To change a rate of return on Conditional deposit in cases where such change is permitted or required under the Current legislation.

18.4. In addition to the other obligations provided for by these General Terms and Conditions and Bank deposit agreement, the Bank undertakes:

18.4.1. To open a Deposit account in the name of the Client, to credit an amount of Deposit, to ensure safety and accounting of Deposit during the whole period of validity of Bank deposit agreement;

18.4.2. To accrue and to pay interest on Deposit in accordance with the provisions of these General Terms and Conditions and Bank deposit agreement;

18.4.3. To return an amount of Deposit (in full or in part) at the request of the Client on return of Deposit (in full or in part) in accordance with the procedures set forth in these General Terms and Conditions and Bank deposit agreement, unless otherwise provided for by the Current legislation;

18.4.4. To guarantee confidentiality of Deposit in accordance with the Current legislation, these General Terms and Conditions and Bank deposit agreement. The Bank may render information to third parties concerning Deposit without the Client's consent only in cases provided for by the Current legislation, these General Terms and Conditions and/ or Bank deposit agreement.

## **Article 19. Period of validity of Bank deposit agreement. Closing of Deposit account.**

19.1. Bank deposit agreement becomes effective upon its signing by both Parties.

19.2. The Bank shall close Deposit account for Term deposit and Savings deposit on the date of return of full amount of Deposit in accordance with these General Terms and Conditions and Bank deposit agreement. No additional authorization for closing of Deposit account by the Bank is required. Deposit account may be also closed in other cases provided for by the Current legislation and/ or these General Terms and Conditions, concerning to the specifics provided in subparagraphs 17.1.7. and 17.2.7. of Article 17 of these General Terms and Conditions and/ or Bank deposit agreement. Bank deposit agreement is terminated from the date of closing of Deposit account.

19.3. Bank deposit agreement for Conditional deposits is considered concluded until occurrence of conditions/ circumstances specified in Bank deposit agreement. Should the Client demand and obtain a Conditional deposit prior to/ after occurrence of circumstances, specified in Bank deposit agreement, such Bank deposit agreement is terminated and Deposit account is subject to closing, unless otherwise provided for by the Current legislation.

19.4. Closing of the Deposit account can be made at any time at the initiative of the Client in accordance with Client's application or at the initiative of the Bank in cases and procedure provided in subparagraph 14.3.1. of Article 14 of these General Terms and Conditions, the Rules on the general terms and conditions of operations for legal entities of the Bank and/ or the Current legislation in the absence of grounds for preventing the closing of the Deposit account in accordance with the Current legislation, these General Terms and Conditions and/ or the Bank deposit agreement. The Bank shall repay the Deposit to the Client within the time framework specified by the Current legislation.

Upon closing of Deposit account, the Bank shall inform the Tax committee thereof within the time limit prescribed by the Current legislation.

19.5. In the event of violation by the Client of the Current legislation, default by the Client on his obligations related to existence of Deposit account with the Bank, as well as in case of happening of conditions, which in the Bank's opinion may have negative consequences for it, the Bank is entitled to terminate a Bank deposit agreement by notice to the Client at least 3 (three) calendar days prior to proposed date of actual termination of Bank deposit agreement. In such a case all obligations of the Client to the Bank are subject to complete and immediate fulfillment, if the Current legislation is not expressly provided for restrictions on the unilateral refusal by the Bank from the Bank deposit agreement.

If the Bank fulfills third-party claims on withdrawal of the Funds from the Client's Deposit Account and / or if the Client does not deposit money within 30 calendar days into the Deposit Account subject to additional deposits are allowed by the Bank deposit agreement, the Bank is entitled to close the Deposit Account and refuse from the Bank deposit agreement, by notifying the Client no later than 3 (three) calendar days before the proposed date of actual termination of the Bank deposit agreement.

19.6. Upon application of any of the Parties on termination of Bank deposit agreement the Parties shall fulfill all outstanding obligations in full. If it is not possible to terminate the Client's obligations, the Client shall at the request of the Bank provide respective security for performance of his obligations to the Bank.

## **Chapter 4. Escrow account**

### **Article 20. Escrow account transactions**

20.1. The Bank may provide services to open escrow accounts on the basis of the Client's application and subject to agreement with the Bank. Order of maintenance, the term of execution of the escrow account transactions, other conditions of service of the Bank for the escrow account, as well as the regulation of relations between the parties is subject to a separate agreement between the Client, Bank and the third party. Client service conditions not specified in such separate agreement are governed by these General Terms and Conditions.

## **Chapter 5. Correspondent account**

### **Article 21. Correspondent account transactions**

21.1. In accordance with requirements of the Current legislation, internal policies, standards and procedures of the Bank, any transactions on Correspondent account shall be the transactions, normally performed on Correspondent account and cash-management services required for performance of bank transactions by the Client being a bank or organization involved in separate types of banking transactions.

21.2. Terms and conditions of servicing of the Client within the framework of correspondence relations between the Bank and the Client shall be a subject of separate agreement between them. Any terms of servicing of the Client, not stipulated in such separate agreement, shall be regulated by these General Terms and Conditions.

## **SECTION II. ELECTRONIC BANKING SERVICES (REMOTE BANKING SERVICES)**

### **Article 22. The procedure for provision of electronic banking services via remote banking systems**

22.1. The Bank shall provide electronic banking services via remote banking systems in accordance with the procedure established by the Current legislation, internal policies, standards and procedures of the Bank.

22.2. Provision of electronic banking services via remote banking systems shall be a subject of separate agreement between the Bank and the Client.

22.3. The Bank may introduce changes to the list of offered electronic banking services at its own discretion, on a unilateral basis and without prior notice to the Client.

22.4. Any transactions performed by the Client via remote banking systems are recorded in a Bank statement.

22.5. Payment for electronic banking services is effected by the Client in accordance with current Tariffs of the Bank.



## **SECTION III. CREDITING/ FINANCING**

### **Article 23. The procedure for extending Financing**

23.1 The Bank shall provide various lending/ financing instruments on conditions of repayment, maturity, payment of interest in accordance with the procedure prescribed by the Current legislation, internal policies, standards and procedures of the Bank.

23.2. Terms and conditions of provision of lending/ financing instruments, the list, and the procedure for use, commission fee of the Bank and other conditions are the subject of separate written agreement between the Bank and the Client.

## **Section IV. Miscellaneous provisions**

### **Article 24. Payment for services provided by the Bank**

24.1. The Bank shall charge commission only for those services, which are actually provided to the Client. The Client guarantees payment for the Bank's services, as well as compensation for all expenses incurred by the Bank in connection with execution of the Client's instructions/ orders in the currency of execution of the Client's instruction, in amount and on terms, provided for in the Bank's Tariffs in effect by the time of provision by the Bank of particular service, as well as in the respective Bank servicing agreement between the Bank and the Client and these General Terms and Conditions.

24.2. These General Terms and Conditions and Bank servicing agreement concluded by the Bank and the Client in accordance with these General Terms and Conditions shall be also a subject of agreement of direct debiting of bank account, pursuant to which the Client gives its unconditional, indisputable consent to withdrawal of funds from Account for the purpose of payment of the Bank's commission fees payable by the Client to the Bank under financing agreement (if any) in accordance with the procedure and on terms established by these General Terms and Conditions and respective Bank servicing agreement and/ or Financing agreement.

The Bank shall perform direct debiting of the Client's account towards payment of the Bank's commission fees and amounts payable by the Client to the Bank under Financing agreement at its sole discretion, without any further consent of the Client and on the basis of these General Terms and Conditions and respective Bank servicing agreement and/ or Financing agreement.

24.3. The Bank may charge the above amounts by direct debiting of the Client's account without any additional prior consent of the Client, at the times and with a frequency, determined by the Bank, and the Client hereby gives his irrevocable consent to such direct debiting of Account. The Client shall secure availability on Account of amount sufficient for payment of commission fee of the Bank subject to the Bank's Tariffs. If an amount of Funds on Account in the currency, in which commission fee is to be written off, is not sufficient, the Bank may convert the required equivalent amount of commission fee from other Accounts in the other currency and to cover such amounts of commission fee due. Conversion shall be performed at the Current rate of the Bank, unless application of the other rate is expressly provided by the Current legislation.

24.4. If amount of Funds on the Client's Accounts with the Bank is not sufficient for payment of the Bank's services, the Bank may recover the amounts of the Client's Indebtedness at its own discretion in accordance with the Current legislation, including by direct debiting of amount of Indebtedness from any accounts of the Client opened with any other banks.

24.5. In case of non-compliance by the Client of its obligations on payment for the Bank's services during 15 (fifteen) calendar days and more, after accruing commission fees, the Bank may suspend provision of services until the Client discharges its Indebtedness in full. Renewal of services after the suspension is possible after the Client fully repays the Indebtedness that arose before the suspension of the provision of services.

24.6. The Bank shall include confirmation on charging commission fee in Statement of Account without obligation to provide additional written reports, provided that such information may be obtained from a document concerning respective service of the Bank or from Statement.

24.7. The Parties hereby agree that:

- a) In case of termination of Bank servicing agreement any Account maintenance fee paid by the Client shall not be subject to return;
- b) The Bank may transfer Account maintenance to the other tariff category by at least 10 (ten) calendar days notice prior to introduction of new Tariffs.



## **Article 25. Use of third party services**

25.1. The Bank may use third party services in the course of performance of its services and execution of the Client's instructions/ orders and provision of other services to the Client in accordance with Bank servicing agreement, including but not limited to cases when use of third party services is explicitly provided for by the Current legislation.

25.2. The Bank shall not be responsible for any shortcomings in third party activities, resulting in violation of obligations under Bank servicing agreement, if he proves that took reasonable care in selection of such third parties, as well as that such violation of Bank servicing agreement occurred though no fault of such third parties. Nevertheless, the Bank shall always render to the Client every possible assistance in compensation for damages of the latter, if such damages are resulting from third party actions.

25.3. The Bank is entitled, without any further consent of the Client, to instruct third parties to recover the Client's debt under Bank servicing agreement, furnish such third parties with all information and documents required for execution of the Bank's instructions.

## **Article 26. Representations and warranties of the Client**

26.1. The following representations and warranties of the Client are true and accurate, and shall be considered repeated as of the date of conclusion of any Bank servicing agreement in accordance with these General Terms and Conditions, as well as of the date of filing by the Client of any and all Applications in accordance with these General Terms and Conditions and respective Bank servicing agreement:

- a) The Client complies with all requirements of the Current legislation and currently has no material legal claims, suits, actions instituted by the state, its agencies or any third parties;
- b) The Client shall use its Account in full compliance with the Current legislation;
- c) The Client is aware of responsibility for violation of the Current legislation, including legislation regulating any issues of foreign exchange control;
- d) The Client is informed that in the event of violation by the Client of provisions of the Current legislation regulating foreign exchange control issues the Bank is obliged to take all actions required by the Current legislation, and shall also inform law-enforcement agencies and other competent authorities of such violation;
- e) All information provided by the Client (including but not limited to information on financial position and other information required for conclusion and performance of Bank servicing agreement) is true, accurate and complete;
- f) No adverse changes occurred in financial position of the Client from the date of last submission of information on financial position to the Bank;
- g) The Client and/ or his authorized representatives have all necessary rights and authorities for the purpose of conclusion and performance of Bank servicing agreement;
- h) Signing of Agreement does not and will not conflict with any provisions of the Current legislation, any agreements, to which the Client is a party, and/ or any decisions/ resolutions of competent authorities;
- i) Agreement concluded by the Client and the Bank in accordance with these General Terms and Conditions are legal, valid and binding on the Client.

26.2. The Client hereby acknowledges that the Bank is actively involved in prevention of money laundering activities, such as legalization of proceeds of crimes, terrorism, fraud, corruption etc. The Bank's standards are aimed at maintenance and protection of the Bank's reputation, as well as prevention any betrayal of clients' confidence to the Bank. In this connection the Bank shall at its own discretion impose definite requirements on the Bank's Clients, transactions/ operations/ payments/ transfers performed by the Bank's Clients, which may be changed from time to time. Therefore the Bank may establish criteria, according to which one or another Client of the Bank or one or another transaction or operations of the Bank's Client may be referred to a category of unusual/ suspicious clients and/ or transactions. The Bank is entitled to refuse on provision of services if such transactions/ operations/ payments/ transfers of Funds do not comply with requirements, policies, standards and procedures of the Bank, Shareholders of the Bank/ Shareholders' Group. The Client hereby recognizes and agrees that:

- a) The Bank may use electronic systems and other means in order to identify any payments/ transfers of the Client's Funds that do not meet requirements set in this clause;
- b) In case of detection of any such payment/ transfer of Funds, the Bank may reject the execution of the Client's payment documents and/ or request delivery of any additional information required for analysis of such payment/ transfer. In the event of failure to deliver such information on term set by the Bank, the Bank may return any Funds received in favor of the Client or reject execution of payment document.

The Client gives his consent to the Bank for delivery of information on payments/ transfers of Funds/ payment documents to law-enforcement agencies, the Competent authority, as well as to the other state authorities and institutions, as stipulated by the Current legislation.

26.3. The Client hereby undertakes, upon first request of the Bank and on term set by the Bank, to provide or ensure provision of documents and information required in order that the Bank was able to implement and comply with requirements of all necessary "Know Your Client" procedures or other similar procedures applied by the Bank and/ or established by the Current legislation. In case the Client fails to provide documents and information requested by the Bank, it may serve as grounds for suspension or refusal of the payment service by the Bank and/or grounds for the Bank's unilateral refusal of the Bank Servicing Agreement in the manner provided for in these General Terms and Conditions.

26.4. The Client shall respect the Bank's commitment to protect its reputation and the Bank's policy aimed at maintenance of standards of international anti-money laundering and treatment of shady transactions. In the event of depositing/ crediting of massive amounts of money (such amount is to be determined by the Bank at its own discretion) to the Client's Account, the Bank has a right to demand, and the Client is obliged to provide documents that confirm non-criminal origin of such Funds within the time limit set by the Bank. If the Client fails to provide such documents, the Bank shall consider that non-criminal origin of such Fund is not confirmed, and may refuse to credit Funds on the Client's Account and/ or may repudiate a Bank servicing agreement at its own discretion and without recourse to court action, and then close Account thereby terminating such Account maintenance and servicing. When this occurs the Bank shall be in no way liable in damages of Client caused by any delay or suspension of payment instructions of the Client, even if such suspicions are not confirmed.

In case of failure to provide documents/ information requested by the Bank or if they do not satisfy the Bank for any reasons, the Bank may refuse to provide banking services to the Client, whose rights to use an Account may be subsequently restored subject to consent of the Bank.

The Bank shall not be obliged to explain or substantiate any reasons for its dissatisfaction with documents/ information provided by the Client. The Bank's Statement in writing concerning its dissatisfaction with documents/ information provided by the Client shall be an exclusive and sufficient ground for refusal to provide respective banking services to the Client.

26.5. The Client hereby also authorized the Bank not to execute any particular instructions of the Client, and also to suspend performance of the Bank's obligations under any and all Bank servicing agreements concluded in accordance with these General Terms and Conditions, in event that one or another transaction or operation of the Client may be referred to a category of unusual/ shady transactions, or if the Client is referred to a category of suspicious clients, as specified in this clause.

The Client is informed and agrees that the Bank, following the policy of the Group on prevention of financing of terrorism and of persons prosecuted or suspected in "money laundering" in accordance with jurisdiction of any country, is authorized to suspend or terminate transactions on the Client's Account, if the Bank has any suspicions of the above, in order to pursue investigation (and the Bank is not obliged to substantiate and prove its suspicions). When this occurs the Bank shall be in no way liable in damages of Client caused by delay or suspension of payment instructions of the Client, even if such suspicions are not confirmed.

The Client is also informed and agrees that the Bank may reject or terminate any operation on the Client's Account, if such rejection or termination is implemented by the Bank in accordance with the policy of Bank's Shareholders/ Shareholders' Group, prescribing implementation by the Bank of any sanction imposed on any grounds in accordance with jurisdiction of any country (for example, OFAC) or international organization (including but not limited to FATF and UN) against the Client and/ or to which the Client is a subject. When this occurs the Bank shall be in no way liable in damages of Client caused by rejection or termination of payment instruction of the Client in connection with the above mentioned sanctions.

Unless contrary to applicable international or Current legislation, the Bank shall notify the Client of any rejection, suspension or termination of transactions on the Client's account in accordance with this clause, as soon as practicable and in accordance with the procedure set forth in these General Terms and Conditions.

## **Article 27. Assignment of rights and obligations**

27.1. The Client hereby acknowledges that he unconditionally and irrevocably agrees that the Bank may assign, cede or transfer any and all rights and obligations, in full or in part, under any Bank servicing agreement and/ or these General Terms and Conditions to any third parties, unless and until it does not conflict with the procedure prescribed by the Current legislation. In such cases no execution of any additional documents between the Bank and the Client with regard to assignment, cessation or transfer of rights and obligations of the Bank is required, except as otherwise expressly provided by the Current legislation.

27.2. The Client hereby unconditionally and irrevocably agrees that for the purpose assignment, cessation or transfer of its rights and obligations, as stipulated in point 27.1 of this Article, the Bank may deliver any and all information to third parties with regard to existence and performance of any Bank servicing agreement and/ or these General Terms and Conditions. These authorities shall be valid provided that the Bank reaches all necessary agreements with such third parties with respect of maintenance of Confidentiality.

27.3. The Parties hereby agree and acknowledge that the Client may not assign, cede or transfer any and all his rights and obligations, in full or in part, under Bank servicing agreement and/ or these General Terms and Conditions to any third party without the Bank's consent in writing.

27.4. Bank servicing agreements and these General Terms and Conditions are binding on the Parties, their legal successors and authorized representatives.

## **Article 28. Correspondence. Use of means of operational communication.**

28.1. Acceding to these General Terms and Conditions the Client agrees to receive any Correspondence addressed by the Bank to the Client using detailed specified in relevant Bank servicing agreement and/ or in respective Application of the Client.

28.2. The Parties hereby agree and acknowledge that any Correspondence from the Bank to the Client is considered executed in writing and received by the Client, if such Correspondence is sent by the Bank to the Client by one of the following methods:

- a) hand delivery with acknowledgement of receipt;
- b) by telefax;
- c) by e-mail (including with the use of EDS);
- d) by SWIFT;
- e) by Reuters Dealing;
- f) by mobile communication through message (sms) sending;
- g) by posting of respective information in Internet on website of the Bank;
- h) by publication of relevant information in mass media;
- i) by courier or other postal service;
- j) by inclusion of relevant information in Statement of Account;
- k) through remote banking servicing system;
- l) by posting of relevant information in the premises of the Bank.

28.3. The Parties hereby agree and acknowledge that any Correspondence from the Client to the Bank is considered executed in writing and received by the Bank, if such Correspondence is sent by the Client to the Bank by one of the following methods:

- a) hand delivery to authorized officer of the Bank, including any front office employee of the Bank, with acknowledgement of receipt;
- b) by courier or other postal service.

28.4. The date of receipt of Correspondence by addressee is considered to be:

- a) the date of hand delivery - for Correspondence delivered to the Client or authorized officer of the Bank personally;
- b) the date of delivery of mail - for Correspondence delivered by courier or other postal service;
- c) the date of sending of Correspondence - for Correspondence sent by telefax/ telegraph/ telex/ email/ mobile communication. Herewith a confirmation containing all necessary information (such as a copy of sent Correspondence with specification of e-mail address, mobile telephone number, fax number, date and time of sending of Correspondence and etc.) shall be a proper evidence of the fact and date of delivery of Correspondence to the Client;
- d) date of posting of Correspondence – for correspondence published in mass media/ Internet on the Bank's website/ in the premises of the Bank.

28.5. If the Bank and the Client agree in writing that any Correspondence from the Bank to the Client (including but not limited to Statements of Account, notices etc.) shall be sent by courier, the Client shall indemnify the Bank for respective expenses incurred for such delivery of Correspondence by payment to the Bank of respective Correspondence delivery commission for each delivery according to applicable Tariffs of the Bank. At the same time:

- the Bank shall not be responsible for loss of Correspondence by courier;
- the Client and/ or the Bank may refuse from delivery of Correspondence by courier at any time by notice to the other Party in writing and agreeing any other method of delivery of Correspondence with the other Party.

28.6. Use of telefax, email or an electronic document signed with EDS by the Client for the purpose of transfer to the Bank of payment documents or other instructions related to maintenance of Account and/ or disposition of Funds on Account is permitted subject to additional agreement between the Parties with regard to use of facsimile or electronic communication, containing respective provisions, including security requirements, enabling the Parties to exchange documents and information within the framework of these General Terms and Conditions and Bank servicing agreement concluded in accordance with these General Terms and Conditions.

28.7. The Client assumes any and all risks of use of any means of operational communication for purposes of sending and/ or receipt of Correspondence (including but not limited to the risk of any willful acts of third parties, including fraud, unauthorized access to forwarded information, as well as loss of such information prior to its receipt by the Client/ the Bank,

caused by problems in operation of means of operational communication, service providers or equipment used for transfer of Correspondence).

28.8. Also the Bank shall not be responsible for any damages, which may be sustained by the Client in connection with sending of Correspondence using means of operational communication, including but not limited to damages of the Client resulting from failure to receive/ late receipt of Correspondence by the Client, willful acts of this parties, unless it is proved that such damages are the result of negligence or willful default of the Bank.

28.9. The Bank shall not be responsible for any failures in transfer of Correspondents and/ or faults of any equipment to be used for transfer and/ or receipt of Correspondence.

28.10. In case of any change in contact information/ details of any other Party, which are used and/ or may be used by the other Party for sending of Correspondence (including but not limited to change in business address, telefax/ telephone number, e-mail address etc.), than the first party shall notify the other Party thereof within 7 (seven) calendar days from the date of such change. The Bank shall not be responsible for failure to receive or late receipt of Correspondence due to change in contact information/ details of the Client, of which the Client did notify the Bank in writing in accordance with these General Terms and Conditions.

28.11. The Client shall receive all Correspondence addressed to him at the location of the Bank before the end of the current month. By accepting for storage all Correspondence from the Bank, specifically Statements, notices, notifications, letters etc., the Bank is released from any responsibility for possible losses, which may be sustained by the Client in connection with untimely delivery to him of information contained in the abovementioned documents. In the event of the Client's delay in receiving the Correspondence for a period of more than 3 (three) months, the Bank is entitled, without any notice to the Client, to send part or all of the Correspondence overdue to the archive from which such Correspondence will be provided to the Client for an additional charge in accordance with the Bank's Tariffs.

## **Article 29. Liability of the Parties. Force majeure circumstances**

29.1. The Bank shall bear responsibility for violations of provisions of these General Terms and Conditions and/ or Bank servicing agreement as set forth by the Current legislation.

29.2. The Bank shall bear no responsibility in the event of levying execution on the Funds on Deposit account on the grounds and in accordance with the procedure established by the Current legislation.

29.3. In the case of the Bank's unjustified refusal to fulfill the instructions of the Client or the improper performance of the Client's instructions by the Bank, the fact of which has been ascertained by a court decision entered into legal force, the Bank shall pay the Client, upon his written request, a fine in the amount of 0.01 (zero point zero one) percent of the amount of such an instruction of the Client for each case of violation, but no more than 1 000 (thousand) tenge. The Client agrees that in case of violation by the Bank of its obligations under these General Terms and Conditions, the sum of the penalty may be recovered against the Bank only, but not damages.

29.4. If performance of obligations by any of the Parties under these General Terms and Conditions and Bank servicing agreement is prevented or delayed due to force majeure circumstances, than performance by such Party of its obligations under these General Terms and Conditions and Bank servicing agreement shall be suspended in proportion to the period of time, when such force majeure circumstances are in force. Nevertheless it is established that such Party shall notify the other Party of commencement of force majeure in accordance with provisions of these General Terms and Conditions.

29.5. The Parties refer the following events to force majeure circumstances, including but not limited to epidemic, pandemic, floods, fires, snowstorms, hurricanes, tornado, wars, insurrections, rebellions, revolutions, disorders, acts of terrorism, disturbances, nationalization, withdrawals for government needs, promulgation of regulations or other mandatory acts, crashes of air vehicles, including satellites, missile carriers, fuel tanks and their wreckage, fall of meteorites, lightings, including failures, fatal errors in electronic systems/ networks of central, national and other banks, other circumstances preventing the bank from effecting payments, as well as weather conditions, technical malfunctions, strikes, walkouts and other similar events, decisions of trade unions preventing air carriers, motor, rail carriers and other service providers from timely performance of their obligation. Force majeure circumstances do not include any events resulting from negligence or through the fault of the Parties, their Authorized persons, employees, agents and affiliated persons.

29.6. A Party prevented from performance of obligations due to force majeure circumstances shall notify the other Party in writing within 5 (five) Business days from the date of commencement of force majeure and of impact of such circumstances on the Party's fulfillment of its obligations. In case a Party fails to notify the other Party of impossibility to fulfill provisions of these General Terms and Conditions and the Bank Servicing Agreement or of delay in their fulfillment due to occurrence of force majeure, as established by this article, such Party shall fall from the right stipulated above, with the exception of cases when such Party is unable to notify the other Party due to force majeure circumstances. The other Party may consider such default on or delay in performance of obligations as a violation, and act in accordance with the



provisions of Bank servicing agreement and these General Terms and Conditions.

Commonly known force majeure circumstances do not require any further evidences or notifications. Evidence with regard to all other force majeure circumstances shall be supplied by the Party concerned.

29.7. A Party involved in force majeure events shall notify in written form the other Party of cessation of such events within 5 (five) Business days and resume performance of its obligations under these General Terms and Conditions and Bank servicing agreement.

29.8. If force majeure events last for more than 30 (thirty) calendar days after their commencement, the Parties shall have the right to terminate Bank servicing agreement by mutual agreement, and herewith a concerned Party shall notify the other Party in writing at least 14 (fourteen) calendar days prior to such termination.

29.9. Provisions of this article do not apply to payment obligations of the Client to the Bank under Financing agreement, if any.

## **Article 30. Confidentiality and security. Personal Data**

30.1. The Client hereby agrees that for the purpose of opening, maintenance and closing of Accounts and performance of transactions, stipulated by these General Terms and Conditions, the Bank may request disclosure by the Client of any information in accordance with provisions of the Current legislation, internal policies, standards and procedures of the Bank, the Shareholders of the Bank/ the Shareholders' Group providing for maintenance of established level of disclosure. And the Client undertakes to provide any information at the request of the Bank within the time limit set by the Bank and in compliance with confidentiality provisions, as provided by these General Terms and Conditions.

30.2. Any information transferred by the Parties to each other in connection with these General Terms and Conditions and Bank servicing agreement, as well as the mere fact of conclusion of Bank servicing agreement within the framework of these General Terms and Conditions, constitute confidential information and may not be disclosed to third parties without prior written consent of the other Party, unless otherwise explicitly provided by the Current legislation.

The Bank shall conduct its activities in accordance with certificate of confidentiality the Shareholders of the Bank/ the Shareholders' Group. The Bank shall make every endeavor in order to maintain confidentiality of information concerning the Client and Account.

30.3. The Bank shall bear no responsibility in case of violation of confidentiality through the fault of the Client due to failure to comply with the Bank's recommendations with regard to confidentiality or if any confidential information comes to knowledge of third parties from various sources.

30.4. The Client hereby irrevocably agrees that the Bank may transfer information about the Client and his transactions to its members, affiliated companies of the Shareholders of the Bank/ the Shareholders' Group for any purposes, including fraud prevention, audit, provision of services by any third party, recovery of debt, replying with requests of authorized governmental body, provision of services by processing (computer) centers outside the Republic of Kazakhstan, execution of the Client's instruction and performance of other agreements with the Client.

If necessary more detailed procedure for collection, processing and disclosure of information about the Client may be established by the Parties in the other documents.

30.5. In case if the Client transfers to the Bank any information, relating to definite or definable on its basis personal data subject, recorded on electronic, paper and (or) other tangible medium (hereinafter, "Personal data subjects" and "Personal data" respectively), the Client hereby acknowledges that he obtained consent from Personal data subjects in accordance with the requirements of the Current legislation for transfer of their Personal data on a confidential basis to the Bank, including affiliated persons of the Bank, and third parties to the extent that such third parties are involved in provision of services by the Bank to the Client.

Personal data obtained by the Bank within the framework of these General Terms and Conditions/ Bank servicing agreement shall be subject to further processing, storage and transfer both in and outside the Republic of Kazakhstan to persons specified in this point for the purpose of: (i) compliance by the Bank with the requirements of "know your customer" procedures, (ii) FATCA/OECD requirements establishment, (iii) fulfillment of requirements concerning anti-money laundering and financing of terrorism, (iv) financial or foreign exchange control, (v) compliance with requirements of applicable legislation. At the same time the Bank undertakes to guarantee the required level of protection and confidentiality of Personal data in accordance with the Current legislation and internal policies, standards and procedures of the Bank.

The Client unconditionally agrees with the above provisions and guarantees that the above actions of the Bank in respect of Personal data are agreed with Personal data subjects. At the request of the Bank the Client shall present evidence of consent of Personal data subjects to processing of their Personal data.

30.6. Acceding to these General Terms and Conditions the Client declares that any information and/ or documentation provided by the Client to the Bank as of the date of conclusion of Current account agreement between the Bank and the Client and any information and/ or documentation to be provided to the Bank in future, contains no state and/ or business

secret as defined in the Current legislation.

In case if information and/ or documentation provided by the Client to the Bank contains any state and/ or business secret, the Client shall assign a secrecy label, required by the Current legislation, to carriers of the above information and/ or documentation and/ or on accompanying documents.

The Client hereby agrees that lack of secrecy label on carriers of the above information and/ or documentation and/ or on accompanying documents, required by the Current legislation, shall mean for the Bank that the stated information and/ or documentation does not refer and/ or should not be referred to state and/ or business secret in accordance with the Current legislation.

The Client hereby assumes full responsibility for disclosure/ loss of state and/ or business secret as a result of its transfer to the Bank, if the Client does not assign a secrecy label to carriers of the above information and/ or documentation and/ or on accompanying documents.

Hereby the Client acknowledges that the name of the Client, its legal address, Account numbers opened with the Bank and other details provided to the Bank do not constitute a state and/ or business secret.

## **Article 31. Jurisdiction and applicable Law**

31.1. These General Terms and Conditions and Bank servicing agreement concluded by the Parties in accordance with these General Terms and Conditions shall be governed by the Current legislation.

31.2. All other provisions, including those not regulated by these General Terms and Conditions and respective Bank servicing agreement, but following therefrom, shall be governed in accordance with the Current legislation.

31.3. In case if the Parties cannot reach agreement concerning any claims and disputes within 30 (thirty) calendar days from the date of notice by one of the Parties to the other Party of such claims and disputes, all disputes, disagreement or claims, arising in connection with these Bank servicing agreement with regard to violation of Bank servicing agreement, shall be subject to consideration in courts of the Republic of Kazakhstan at location of headquarters of the Bank in Almaty city.

## **Article 32. Final provisions**

32.1. These General Terms and Conditions and Bank servicing agreements, concluded between the Bank and the Client in accordance with these General Terms and Conditions, constitute entire agreement between the Parties with regard to the subject matter of respective Bank servicing agreement, and supersede all previous written and oral arrangements and agreements between the Parties with regard to conditions of respective Bank servicing agreement.

32.2. The order of sequence of Articles, titles of Articles and other headings, contained in these General Terms and Conditions and Bank servicing agreement, concluded in accordance with these General Terms and Conditions, are used only for the sake of convenience and do not contain any limitations, characteristics or interpretations of any provisions of the above documents.

32.3. If one or more provisions of these General Terms and Conditions/ Bank servicing agreement become invalid, unenforceable or illegal for any reason, this shall by no means affect or impair validity, legality or enforceability of remaining provisions, contained in the above documents. In such cases the Parties agree to make every effort in order to replace any invalid provision with a new legally valid provision.

32.4. Any failure or delay in exercise of any rights under these General Terms and Conditions and/ or Bank servicing agreement by one of the Parties shall not be treated as waiver of rights, except as expressly provided by these General Terms and Conditions and/ or Bank servicing agreement, and shall not affect the rights of the Parties.

32.5. The Bank may introduce changes in these General Terms and Conditions and Tariffs, except when unilateral change is expressly forbidden by the Current legislation. Upon introduction of changes, these General Terms and Conditions and Tariffs continue to have effect in redrafts.

The Bank shall inform the Client of such changes at least 10 (ten) calendar days prior to their introduction into effect. At the same time such information shall be considered executed in writing and received by the Client, if information is provided by means of posting on Internet website of the Bank <https://altyn-i.kz/> or in the Bank departments, by sending a notice to the Client (no acknowledgement of receipt of such notice by the Client is required), by publication in mass media or by way of inclusion of additional information in Statements.

Upon such delivery of information and in case if the Client does not agree to changes, the Client shall notify the Bank prior the changes will come into effect. In case the Bank receives written notice from the Client, the Bank servicing agreement will be terminated if it is not inconsistent to the Current legislation, without any penalty for the Client, unless contrary to the Current legislation, without any penalties, except when otherwise expressly provided for in these General Terms and Conditions and/ or Bank servicing agreement and subject to performance by the Client of all obligations to the Bank



outstanding at the time of termination. If the Client does not send a written notice to the Bank with request to refuse the Bank servicing agreement due to non-acceptance of changes in the terms specified above, such changes are deemed accepted by the Client and the Client is not entitled to make any complaint to the Bank under the applicable modification of the provisions of the General Terms and Conditions and the Tariffs

Any and all Indebtednesses of the Client to the Bank shall be discharged by the Client not later than the date of submission of the Client's application to the Bank with regard to termination of Bank servicing agreement.

The Client undertakes to follow-up any changes in the General Terms and Conditions and Tariffs on a regular basis by the way of review of information posted in the premises of the Bank and on the Bank's website <https://altyn-i.kz/>. The Client assumes responsibility and all potential risks related to failure to obtain information on changes in these General Terms and Conditions and Tariffs.

32.6. Any expenses incurred by the Bank due to involvement in any litigation between the Client and third parties shall be paid by the Client. The Bank shall pass an invoice for payment by the Client with specification of amount of expenses. The Client shall pay such invoice immediately upon receipt. Besides any other costs of the Bank not specified in the Bank's Tariffs, but resulting from relations of the Bank and the Client, shall be also paid by the Client. The Bank shall issue an invoice for payment by the Client with detailed description of all costs incurred by the Bank. The Client shall pay such invoice immediately upon receipt.

32.7. These General Terms and Conditions and Bank servicing agreement are drawn up in the national language, in Russian and English. In the event of any discrepancies in the texts of these General Terms and Conditions in the national language, in Russian and English, the text of these General Terms and Conditions in Russian, being an original, shall prevail. The Client's Application and Bank servicing agreement may be filled out and signed by the Client in any of the above languages acceptable for the Client.

32.8. The Client hereby acknowledges that he does not object to use by the Bank of facsimile copy of signature of the authorized person and the Bank's seal for signing of Bank servicing agreement and any other documents relating to banking services.