

## AGREEMENT FOR OPENING, SERVICING A BANK ACCOUNT AND ISSUANCE OF A CORPORATE PAYMENT CARD FOR A LEGAL ENTITY

This agreement for opening, servicing a bank account and issuance of a corporate payment card for a legal entity (hereinafter referred to as the Agreement) is recognized as an accession agreement concluded in accordance with the requirements of Article 389 of the Civil Code of the Republic of Kazakhstan, which determines the standard conditions for issuing, closing, making payments and (or) money transfers using a corporate payment card for a legal entity issued by Altyn Bank JSC (SB China Citic Bank Corporation Ltd) (hereinafter referred to as the Bank) and other conditions for servicing a bank account and a corporate payment card for a legal entity. The agreement has been recognized as a mixed agreement, which contains elements of a bank account agreement, concluded in accordance with the requirements of Article 381 of the Civil Code of the Republic of Kazakhstan. The terms of the Agreement have been defined by the Bank in a standard form and may be accepted by the Client only by joining the Agreement as a whole.

By joining the Agreement, the Client confirms that the terms of the Agreement do not contradict the legislation of the Republic of Kazakhstan, do not deprive him of the rights usually granted under agreements of this type, do not exclude and (or) do not limit the Bank's liability for violation of obligations by the Bank, or do not contain other clearly burdensome conditions for the Client which he, based on his reasonably understood interests, would not otherwise accept.

### 1. THE SUBJECT OF THE AGREEMENT

In accordance with the procedure and under the terms of the Agreement, the Bank undertakes to issue a Card in the name of the Cardholder, in case of providing all the necessary documents required in accordance with the legislation of the Republic of Kazakhstan and the Agreement, and to provide banking services to the Card in accordance with the legislation of the Republic of Kazakhstan, the IPS Rules, the General Conditions and internal rules of the Bank. To issue the Card, the Client opens an Account (for the purposes of the Agreement, it is understood as the Current Account for Card Transactions).

### 2. GLOSSARY OF TERMS

Capitalized terms used in the Agreement have the following meanings:

- 1) **Authorization** – permission of the Bank to make a payment using the Card. The procedure for obtaining authorization is established in accordance with the internal IPS Rules and (or) agreements concluded between the Participants of the IPS;
- 2) **Authentication data** - the password of the Cardholder for authorization in the Electronic Wallet of the Mobile Device (including, but not limited to, biometric data (fingerprint authorization), face recognition, PIN code, as well as other data used to access the system. Authentication data is an analogue handwritten signature of the Client. Depending on the conditions of the Acquiring Bank, when performing a transaction, it may be necessary to enter the PIN-code of the Card.
- 3) **Acquiring bank** - a financial institution that has contractual relations with Trade Network and Service Enterprises, receives from them data on Transactions made using payment cards, sends them to the appropriate system for data interchange, and also makes settlements on these Operations in accordance with the agreements signed with the Trade Network and Service Enterprises and having the right (license) from the IPS or its authorized participant to carry out servicing of the Trade Network and Service Enterprises;
- 4) **ATM** – an electronic-mechanical device that allows the Cardholder to receive cash and use other services of the Bank using the Card;
- 5) **Contactless Card** - a corporate card issued in the name of an authorized Cardholder, which provides an opportunity to make payments in a contactless way based on the use of wireless communication technology that does not require physical contact of the Card with electronic terminals or other devices at the time of the transaction. The Contactless Card is the property of the Bank and is issued to the Cardholder only as a means of accessing money in the Account;
- 6) **Blocking of the Card** - a ban on making payments and (or) money transfers using the Card. Distinguishment should be made between full and partial blocking. Full blocking includes entering the Card Details into the Stop List. Partial blocking does not include entering the Card Details into the Stop List. Partial blocking allows to subsequently unblock the Card on the basis of the Client's Application. In case of complete blocking, the Cards included in the Stop List are not subject to unblocking;
- 7) **Card Issue** - a process involving the development, transfer of the Card and the PIN envelope to the Cardholder/authorized representative of the Client by proxy;
- 8) **Account Statement** - a document generated by the Bank that reflects the movement of money on the Client's Account/Card over a certain period of time and other information and is sufficient evidence of the Card transactions. Statement types:

- *Regular* - Account Statement provided monthly without charging a fee for the reporting calendar month and formed by the Bank on the first days of the calendar month following the reporting one;
  - *Additional* – Account/Card Statement provided on a fee basis in accordance with the Bank's Tariffs and formed by the Bank on the basis of the Client's request;
- 9) **Cardholder** - an individual, an authorized representative of the Client, in whose name the Card is issued;
- 10) **Debt** – unfulfilled obligation of the Client/Cardholder to pay for the services rendered by the Bank under the Agreement, the amount of the Technical Overdraft, fine, penalty, forfeit, including the unfulfilled obligation to pay by the Client/Cardholder to third parties that arose during the Card transaction;
- 11) **Application** - a written declaration of the Client's will, drawn up in the form prescribed by the Agreement or in the form agreed with the Bank and containing a notice of motion to provide certain banking services under the Agreement;
- 12) **Card** - a corporate payment card, including a Contactless Card, issued in the name of an authorized representative of the Client for access to the Client's Account for the period of validity of the Card and allowing the Cardholder to carry out Card transactions through electronic terminals, ATMs and other devices within the amount of money for Client's account on the territory of the Republic of Kazakhstan and abroad. The Card is the property of the Bank and is issued to the Cardholder only as a means of access to the money on the Account;
- 13) **Card transaction** - payment for goods (works, services), cash receipt, currency exchange, payments and (or) transfers, including through an ATM, receipt of Account Statements through an ATM, crediting money to the Account and other operations determined by the Bank and on its terms, committed with the use of the Card;
- 14) **Client** - a legal entity or a separate subdivision of a legal entity (branch, representative office), which is the owner of the Account;
- 15) **Contact Center** - a service for processing telephone calls, electronic and written appeals of existing and potential customers of the Bank, performing voice authorization and performing the functions of providing the Cardholder with information and consulting services and the services specified in the Rules;
- 16) **Card to be digitized** - a card authorized to be added to the Electronic Wallet;
- 17) **Money use limit set by the Bank** - the maximum amount of money for conducting a Card transaction, set by the Bank on the Card, available to the Cardholder for a certain period of time (month, week, day, etc.);
- 18) **Money use limit set by the Client** - the maximum amount of money for conducting a Card transaction on the Card, set by the Client on the Application, available to the Cardholder for a certain period of time (month, week, day, etc.);
- 19) **Contactless Transaction Limit** - the amount of a card transaction, which does not require authentication of the Cardholder by entering a PIN code. The limit is determined and set by the Acquiring Bank in accordance with the IPS Rules.
- 20) **International Payment System (hereinafter - IPS)** - a system of settlement participants and their settlement agents, united by certain rules and conditions and building relationships based on the use of payment card technology. An association, a union of financial institutions and (or) organizations that perform the functions of exchanging transactions and conducting mutual settlements between the parties, Participants of the IPS under a single trademark. The IPS is characterized by the presence of a contractual, licensed base, trademark, financial guarantees, internal and operational rules, standards, etc.;
- 21) **Mobile device** is any small device that has an operating system and runs various applications;
- 22) **Unauthorized transaction** - a Card transaction carried out using the Card, during which the Account (Card) was blocked, and (or) the Card expired or did not expire, and (or) the Account (Card) was used in violation of the terms of the Agreement. Any Card transaction performed by a person other than the Cardholder and (or) using counterfeit payment instruments/counterfeit Card is also recognized as an unauthorized transaction;
- 23) **General Conditions** - means the General Conditions of Banking Services for Legal Entities of Altyn Bank JSC (SB China Citic Bank Corporation Ltd), drawn up in accordance with the legislation of the Republic of Kazakhstan, internal policies, standards and procedures of the Bank;
- 24) **Transaction** - any operation (transaction) subject to reflection on the Account, carried out using the Card and (or) Card Details;
- 25) **United States Person** (hereinafter referred to as the US Person) is an individual who is a citizen or resident of the United States, including individuals with a US residence permit, a partnership or corporation incorporated in the United States or in accordance with the laws of the United States or one of the USA states; or a trust if: 1) it is subject to US courts; 2) one or more U.S. individuals have the authority to control all major decisions of this trust, or the estate of a deceased person who was a U.S. citizen or resident, except for corporations, which are listed under U.S. law;

- 26) **Personal Identification Number (hereinafter referred to as the PIN Code)** – a secret code assigned to the Card and intended to identify the Cardholder;
- 27) **PIN-envelope** - a special sealed envelope issued to the Cardholder or authorized representative of the Client by proxy upon receipt of the Card, containing an insert with a printed PIN-code;
- 28) **IPS Rules** - a set of standards and rules for conducting Card transactions, describing the general principles of functioning of the IPS and IPS Participants, risk management, requirements for issuance and acquiring (creation and maintenance of a trade and service network), the procedure for servicing payment cards, payment services, the procedure for resolving disputes on Card transactions, requirements for payment cards and trademarks, etc., established by the IPS and mandatory for the Participants of the IPS;
- 29) **Rules for the use of a payment card (hereinafter - the Rules)** - the rules that determine the procedure for storing, using the PIN-code, Blocking the Card, as well as other actions related to the use of the Card. The Rules are an integral part of the Agreement and are specified in Appendix No. 1 to the Agreement;
- 30) **Trading network and service enterprise** - an individual entrepreneur or a legal entity accepting payment cards for making a non-cash payment to pay for the goods (works, services) supplied to them;
- 31) **Processing center** - a member of the Payment Card System, carrying out activities related to the collection, processing and transmission of information generated when making payments and (or) money transfers and other transactions using payment cards, as well as other services provided for by agreements with participants of the Payment card systems;
- 32) **Card details** - information contained on the Card and (or) stored in the information system of the Bank, including the number, validity period, name of the Payment Card System, which allows to establish the ownership of the Card by its Holder and (or) the issuer and the Payment Card System;
- 33) **Payment card system** - a set of software and hardware, documentation and organizational and technical measures that ensure the implementation of payments and (or) money transfers using the Bank's Cards in accordance with the internal rules of this payment card system;
- 34) **Slip** - a payment document of a Trade Network and Service Enterprise that accepts payment cards for making non-cash payments to pay for the goods (works, services) supplied to them, or the Bank, drawn up on paper when making a payment using a payment card or withdrawing cash through an ATM;
- 35) **Security Service** - a structural subdivision of the Bank, exercising control over ensuring economic, internal and information security in the process of providing the Bank's services;
- 36) **Stop list** - an international list of numbers of lost, stolen and (or) blocked payment cards;
- 37) **High-Risk Countries** - Countries where the likelihood of incidents or losses from Unauthorized Card Transactions is greater than the average numbers of losses from Unauthorized Card Transactions in other countries. A complete list of High Risk Countries is available on the Bank's website. The list of countries is subject to periodic updating;
- 38) **Technical overdraft** – the amount of money spent in excess of the balance of the Account. A technical overdraft may arise due to the exchange rate difference during the conversion, as a result of a Card Transaction without Authorization, as a result of debiting a commission not taken into account during Authorization, etc.;
- 39) **Trade receipt** - a document confirming the fact of making a payment using the Card. The trade receipt is issued to the Cardholder on paper and (or) sent to a cellular communication device (telephone) to the number specified by the Client in the documents for the Card Issue, via short text messages (hereinafter referred to as SMS) and (or) multimedia messages;
- 40) **IPS participant** - an individual or legal entity that, in accordance with the agreement(s), transfers, processes and (or) executes a payment document drawn up when making payments and (or) money transfers using a payment card of a certain Payment Card System;
- 41) **WEB-site of the Bank** - the official Internet resource of the Bank, which has a unique network address: <https://altyn-i.kz>.
- 42) **Electronic wallet** - a payment application installed and launched by the Cardholder independently on the Mobile Device, which allows saving the card to be digitized in the memory of the Mobile Device, deleting it, using it to perform transactions using the card to be digitized;
- 43) **Digital Card** - the Bank's card, which the Client has chosen and registered in the e-wallet of the Mobile Device. The Digital Card contains a 16-digit token, which is generated upon registration of the Payment Card, and which is stored in encrypted form in the secure storage of the Mobile Device. The mobile wallet reflects the last 4 digits of the token. When carrying out transactions using the Digital Card, the last 4 digits of the token are displayed on the receipt.
- Other terms used in the Agreement with a capital letter have the meanings established in the General Conditions and the legislation of the Republic of Kazakhstan.

### 3. GENERAL PROVISIONS

- 3.1. The Bank, on the basis of the Agreement and the Application for issuing/reissuing a corporate payment card (hereinafter referred to as the Application for Issuing a Card), upon provision by the Client of all documents necessary for opening and maintaining an Account, as provided for by the legislation of the Republic of Kazakhstan and the General Terms, opens an Account for the Client, issues a Card and undertakes to provide the services provided for by the General Terms and Conditions and this Agreement. Other provisions regarding the procedure and conditions for opening, maintaining, closing and servicing the Account, as well as the procedure for disposing of the Client's money on the Account, are determined by the Parties in the General Terms, with all changes and additions to them and this Agreement. At the same time, the General Conditions, the Bank's Tariffs, the Agreement and the Application for the Issue of the Card can be considered solely as a single document.
- 3.2. The Account is opened in the currency specified in the Card Issue Application, and the Card currency corresponds to the Account currency.
- 3.3. The Bank shall notify the Client of his individual identification code (number) of the Account in the manner provided for in the General Conditions.
- 3.4. The terms of the Agreement are considered accepted by the Client in case of its accession to it as a whole and in full by submitting to the Bank an Application for the Card Issue.
- 3.5. The signature(s) of the Client's authorized persons on the Card Issue Application mean(s) that the Client has familiarized itself and also familiarized each Cardholder with the Bank's Tariffs, General Conditions, terms of the Agreement and annexes thereto, including conditions and security measures when using the Card, methods of filing claims and the procedure for their consideration, accepts them and unconditionally agrees to their terms, and is also fully responsible for compliance by him (the Client) and the Holder(s) of the Card(s) contained requirements in them. The provisions of the General Conditions, the Agreement, the Rules, the Bank's Tariffs and the Bank's internal documents apply to the Client and the Holder(s) of the Card(s).
- 3.6. The Agreement and its appendices are posted on the Bank's website and are available for review, and are also provided to the Client at his request in paper and (or) electronic form no later than 5 (five) working days after the date of the Client's request.
- 3.7. Relations between the Bank and the Client are governed by the legislation of the Republic of Kazakhstan, the General Conditions, the Agreement, the Rules, the Application for the Card Issue, the Bank's Tariffs and the Bank's internal documents, including the Rules on the general conditions for conducting transactions for legal entities of the Bank.
- 3.8. If the Client applies to the Bank for re-issuance of the Card on the basis of an agreement previously concluded between the Bank and the Client, which is not this Agreement, on the basis of the Application for the Card Issue, the Client agrees that this Agreement replaces the previously concluded agreement and the terms of this Agreement apply to relations of the Bank and the Client arising from the date of the initial Card Issue.
- 3.9. In cases and on the grounds provided for by the legislation of the Republic of Kazakhstan and (or) the General Conditions and (or) internal documents of the Bank, the Bank may refuse to open an Account for the Client.

#### **4. GENERAL PROVISIONS**

##### **4.1. Services of the Bank under the Agreement and the payment procedure**

4.1.1. The Bank provides the following services under the Agreement:

- 1) payment and other services on the Account provided for in the General Conditions;
- 2) issuance of cash to the Cardholder using the Card;
- 3) execution of instructions of the Card Holder on payment for goods (works, services) performed using the Card and (or) Card Details;
- 4) other services determined by the Bank and on its terms, performed using the Card and (or) Card Details in accordance with the legislation of the Republic of Kazakhstan.

4.1.2. For the services rendered under the Agreement, the Bank charges the Client a commission fee in the amount established by the Bank's Tariffs.

4.1.3. The Bank's tariffs are posted on the Bank's WEB site and are available for review, and are also provided to the Client at his request in paper and (or) electronic form no later than 5 (five) business days after the date of the Client's request.

##### **4.2. Card Issue Conditions**

4.2.1. Upon acceptance by the Bank of the Application for the Issue of the Card and the presence of an open Client Account, the Bank issues and transfers the Card to the Cardholder, as well as subsequent servicing and closing in accordance with the legislation of the Republic of Kazakhstan, the General Conditions, the

Agreement, the Rules and internal documents of the Bank.

4.2.2. Within the framework of the Agreement, on the basis of an Application for a Card Issue, the Bank may open one or more Accounts, issue one or more Cards, depending on the technical capabilities of the Bank. The list of Cardholders is established in the Application for Card Issue, who are subsequently issued Cards and given access to the balance of money on the Client's Account.

4.2.3. The use of the Card(s) by the Holder(s) of the Card(s) and the scope of the relevant powers (limits and restrictions) granted to the Holder(s) of the Card(s) are governed by the legislation of the Republic of Kazakhstan, the IPS Rules /Payment Card System, Agreement, Rules, Applications of the Client and internal documents of the Bank.

4.2.4. The Client independently determines the need for the Cardholder(s) to have the Card(s), including the scope of powers (limits and restrictions) available to the Cardholder(s) of the Card(s) and has the right to subsequently cancel the Card by any of Cardholders by sending an Application to the Bank in the form specified in Appendix No. 3 to the Agreement.

4.2.5. The limit on the use of money set by the Bank and the restriction on certain types of transactions set by the Bank are standard limits and restrictions and are assigned to the Card at the time of Issue. The establishment and change of standard limits and restrictions on Card transactions is carried out by the Bank independently, in accordance with the internal documents of the Bank. The Client hereby agrees that the Bank has the right to establish new/change standard limits and restrictions on Card transactions at any time at its own discretion, while no written notification of the Client about changing/adding standard limits and (or) restrictions on Card transactions is required .

4.2.6. The Client has the right to set his own (other than standard) limits and (or) restrictions on the amount/type of transaction available to the Cardholder through the Card for a certain period of time, subject to the technical capabilities of the Bank. The limit on the use of money, set by the Client, and the restriction on certain types of transactions, set by the Client, are assigned to the Card upon the Application for the Card Issue during the Card Issuance process. Limits and (or) restrictions (except for restrictions on conducting Transactions on the Internet) on the amount/type of transaction available to the Cardholder through the Card, established upon the Application for the Card Issue, can only be removed/changed by the Client in compliance with the terms of the Agreement and the Rules upon the Application of the Client in the form established by Appendix No. 6 to the Agreement. Requests of Cardholders to remove/change limits and (or) restrictions are not accepted by the Bank for execution, except for a request to open access to conduct Transactions on the Internet, with which the Cardholder can apply to the Contact Center.

4.2.7. The Card is issued by the Bank within 10 (ten) working days from the date of receipt from the Client of the Application for the Card Issue and all necessary documents.

4.2.8. The Bank notifies the Client by sending a notice to the e-mail address specified by the Client in the Application for the Card Issue about the readiness of the Card for issuance.

4.2.9. The Bank issues the Card and PIN-envelope to the Cardholder or an authorized representative of the Client under a power of attorney (for further transfer to the Cardholder), drawn up in the form specified in Appendix No. 4 to the Agreement at the branch of the Bank. It is allowed to use by the Client a different form of power of attorney, indicating the necessary powers of an authorized representative to collect Cards and PIN envelopes (other than the form established by Appendix No. 4 to the Agreement), which is drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Bank. It is also allowed to send the Card and PIN-envelope by courier service to the address specified in a separate written request of the Client, with the delivery costs charged to the Client in accordance with the Bank's Tariffs. At the same time, the Client understands and accepts all risks, including the risks of loss, damage during shipment, the possibility of misuse, untimely receipt of the Card and PIN envelope.

4.2.10. The signature of the Cardholder or an authorized representative of the Client by proxy on the document confirming the receipt of the Card by the Cardholder is sufficient confirmation of receipt of the Card and PIN envelope by the Cardholder.

4.2.11. The Client hereby unconditionally assumes the obligation and responsibility for the proper storage of the Cards and PIN envelopes received from the Bank; on the proper transfer to the Cardholders of the Cards and PIN envelopes received from the Bank.

4.2.12. If the Client (represented by the Cardholder or an authorized representative of the Client by proxy) fails to appear at the Bank to receive the Card within a period of more than 3 (three) months from the date of submission of the Application for the Card Issue, the Bank has the right to cancel the Card, while the commission fee to the Bank for the Issue and the service of the Card is not returned to the Client.

4.2.13. In the event of the expiration of the Card, its re-issue is made according to the Application for the Card Issue in the form specified in Appendix No. 2 to the Agreement.

4.2.14. In cases and on the grounds provided for by the legislation of the Republic of Kazakhstan and (or) the General Conditions and (or) internal documents of the Bank, the Bank may refuse to issue a Card to the

Client.

#### **4.3. Conditions for making payments and (or) money transfers using the Card**

4.3.1. The Client/Cardholder uses the Card to make payments and (or) transfers for purchased goods (works, services), as well as to receive cash, exchange currencies and other Transactions on the terms and conditions specified by the Bank in the Agreement and the Rules, for purposes consistent with the law of the Republic of Kazakhstan.

4.3.2. Making payments and (or) transfers from the Client's Account is carried out in accordance with the requirements of the legislation of the Republic of Kazakhstan, the provisions of the General Conditions, the requirements of the Agreement, the Rules and internal procedures of the Bank on the basis of payment documents in the form established by the legislation of the Republic of Kazakhstan, and (or) the IPS Rules and within the amount of money on the Account, taking into account limits and restrictions.

4.3.3. The payment document is not accepted by the Bank for execution in the following cases:

- 1) the payment document is drawn up in violation of the requirements of the legislation of the Republic of Kazakhstan and (or) the terms of the contracts for the procedure for compiling and presenting payment documents concluded between the Participants of the IPS;
- 2) the payment document contains signs of forgery;
- 3) the payment amount exceeds the amount of the Account balance;
- 4) the payment is an Unauthorized transaction;
- 5) the payment is authorized, but the payment document was provided to the Bank in violation of the requirements of the legislation of the Republic of Kazakhstan and (or) agreements concluded between the Participants of the IPS;
- 6) The Card is blocked/cancelled/expired or the Card has not expired.

4.3.4. The Bank's refusal to execute the payment document is carried out within the time limits established by the legislation of the Republic of Kazakhstan and (or) the IPS Rules.

4.3.5. Receipt and debit Transactions are carried out on the Client's Account.

4.3.6. Receipt Transactions are performed by the Client by means of non-cash transfer of money to the Account.

4.3.7. Receipt transaction on the Account can be carried out by the Trading Network and Service Enterprise as a return of the previously made payment for goods (works, services), in connection with the refusal of the Cardholder from the goods (works, services) that passes through the IPS in accordance with the requirements established by the IPS Rules.

4.3.8. Debit transactions on the Account are carried out on the basis of the instructions of the Client/Cardholder. The Bank executes the Client's/Cardholder's instructions for payment and (or) transfer from the Account within the limits of the balance of money on the Account, taking into account the limits and restrictions, minus the amounts of the Transactions for which the Authorization was carried out and the money was blocked. Execution of instructions is carried out within the time limits established by the legislation of the Republic of Kazakhstan and (or) the IPS Rules. The Client is obliged to ensure the amount of money on the Account necessary to execute the instruction and pay the commission to the Bank.

4.3.9. Debit Transactions on the Account using the Card and (or) its Details, carried out by the Cardholder, pass through the IPS in accordance with the requirements of the IPS Rules. According to the technical parameters of the IPS, such Transactions take place in two stages:

- 1) at the first stage, the amount is reserved/blocked on the Account (Authorization occurs);
- 2) at the second stage - debited from the Account. The Bank withdraws money from the Account upon receipt of confirming information from the Acquiring Bank through the exchange of data.

4.3.10. The Bank has the right to block money on the Account for the amount of the Authorization. In order to ensure a sufficient amount of money on the Account for settlements on the Card transaction, the Client grants the Bank the authority to block money for the amount of the Authorization for a period not exceeding 30 (thirty) calendar days from the date of blocking. The Authorization amount may differ from the amount of the Card transaction.

4.3.11. The Authorization amount is excluded from the Client's available money on the Account until it is withdrawn from the Account or until the Bank receives confirmation that the payment for the Authorization amount has not been made on the grounds of sub-clause 4.3.12. indicated herein.

4.3.12. If the Bank does not receive supporting information for debiting funds from the Account from the Acquiring Bank, then after 30 (thirty) calendar days the previously blocked amount becomes available again for making payments and (or) transfers. Authorization can be canceled only if the transaction, for which it was requested, did not take place (and there is a written confirmation of this from the Trade Network and Service Enterprise or the Acquiring Bank) or was made for a different amount (for which a separate Authorization is requested).

4.3.13. The Bank does not send an SMS message in case of cancellation of Authorization on the Card, as well as in case of cancellation of the amount after 30 (thirty) calendar days.

4.3.14. All Card Transactions made with the use of the Card or the Card Details by the Cardholder shall be deemed to be made by the Client.

4.3.15. The use of the PIN code, Card Details, the Cardholder's signature on the Slips/Trading Receipts during the execution of the Card transaction is considered a fact identifying the Cardholder and is the basis for the Bank to perform Card transactions initiated by the Cardholder, for which the Client is obliged to unconditionally carry out full payment.

4.3.16. In case of erroneous crediting of money to the Account or erroneous receipt of money using the Card through an ATM (in excess of the amounts of money requested by the Cardholder and specified in the ATM Slip), regardless of the reason for such erroneous crediting/receipt of money, the Client undertakes to return the money to the Bank in full no later than 3 (three) business days from the receipt of the Account Statement / receipt of money through an ATM, or from the receipt of a notification from the Bank on the return of erroneously credited/issued money.

#### **4.4. The procedure for establishing the exchange rate of foreign currencies used when making payments and (or) money transfers using the Card in a currency other than the currency of the Account**

4.4.1. Crediting of money to the Client's Account, received through the IPS, is carried out in the currency of the Account. If the currency of the money incoming to the Account differs from the currency of the Account, the Bank converts the incoming money at the Bank's foreign exchange rate effective on the date and time of receipt of the payment document from the IPS.

4.4.2. When making payments and (or) money transfers using the Card and (or) its Details in a currency other than the currency of the Authorization Account, the foreign currency exchange rate established by the IPS is applied.

4.4.3. The actual write-off of the amount for the Transaction using the Card and (or) its Details occurs on the basis of the payment document received from the IPS at the Bank's foreign exchange rate effective on the date and time of receipt of the payment document from the IPS. At the same time, the write-off amount may differ from the Authorization amount, both upward and downward, depending on fluctuations in the exchange rate in which the Transaction is performed on the date of Authorization or on the date and time of receipt of the payment document by the Bank.

4.4.4. Conversion is not carried out if the currency of the Card Transaction coincides with the currency of the Account.

4.4.5. The Client hereby authorizes the Bank to convert money under payment documents in a currency other than the currency of the Account at the Bank's foreign exchange rate effective on the date and time of receipt of the payment document by the Bank. For the conversion, the Bank withholds a commission according to the Tariffs of the Bank.

#### **4.4. Procedure for providing an Account Statement**

4.5.1. Regular Statement of the Client's Account is provided by the Bank to the Client without charging a commission fee once a month to the Client's e-mail address specified in the Card Issue Application.

4.5.2. Additional Statement(s) is (are) provided at the request of the Client in time and with the payment of a commission to the Bank in accordance with the Bank's Tariffs for the period of time specified by the Client in the request.

4.5.3. The Account Statement is provided on paper and (or) in electronic form by the methods provided for by the General Conditions and (or) the Agreement, with the conditions provided in them, which are foreseen by the legislation of the Republic of Kazakhstan.

4.5.4. Non-receipt by the Bank of claims on the Regular Statement within 5 (five) working days from the date of its receipt by the Client shall be considered as confirmation of the correctness of the information specified in it.

#### **4.5. Procedure and conditions for withdrawal, blocking and re-issuance of the Card**

4.6.1. The Bank is entitled to collect the Card from the Customer/Cardholder in the following cases:

- 1) expiration of the Card;
- 2) non-fulfillment/improper fulfillment by the Client/Cardholder of his/her obligations stipulated by the General Conditions, the Agreement and (or) the Rules;
- 3) refusal by the Client/Cardholder to use the Card;
- 4) closing of the Account and termination of the Agreement.

4.6.2. In the cases listed in subparagraph 4.6.1. of this clause of the Agreement, the Client/Cardholder is

obliged to return the Card to the Bank no later than 5 (five) working days from the date of the relevant event and (or) receipt of notification from the Bank.

4.6.3. The Bank has the right to block the Card on its own initiative without withdrawing it and without canceling the Agreement for the following reasons, while the Client agrees that the Bank does not require prior written notification of the Client about the Blocking of the Card:

- 1) receiving a request to block the Card from the Client/Cardholder;
- 2) non-fulfillment/improper fulfillment by the Client/Cardholder of their obligations under the Agreement, Rules and (or) General Conditions;
- 3) existence of circumstances that may lead to material damage to the Client/Bank;
- 4) non-payment by the Client of the Debt to the Bank, including the Technical Overdraft;
- 5) erroneous acceptance (crediting) of money to the Account;
- 6) implementation by the Cardholder of Operations in High Risk Countries;
- 7) there are suspicions that the Card and (or) the Account are used for performing Unauthorized transactions, legalization (laundering) of money and (or) financing of terrorist and (or) other illegal activities;
- 8) introduction of amendments to the legislation of the Republic of Kazakhstan, restricting transactions under the Agreement;
- 9) other cases provided for by the legislation of the Republic of Kazakhstan.

4.6.4. The Bank has the right to block the Card on its own initiative with the right to subsequently withdraw it, close the Account and cancel the Agreement for the following reasons, notifying the Client, unless otherwise provided by the legislation of the Republic of Kazakhstan:

- 1) violation by the Client/Cardholder of the conditions and obligations stipulated by the Agreement and (or) the Rules;
- 2) violation by the Client of the conditions and obligations provided for in the General Conditions, the Agreement and (or) the Rules;
- 3) in case of overdue (more than 3 (three) months) Debt of the Client to the Bank.

4.6.5. The Bank has the right to block the Card at the initiative of the Client/Cardholder based on the oral or written request to block the Card (hereinafter referred to as the Claim) for the following reasons:

- 1) loss, theft of the Card;
- 2) use of the Card by a person who is not its Holder, as well as in case of declassification of the PIN code;
- 3) performance by the Cardholder of Transactions in High Risk Countries;
- 4) other reasons specified by the Client/Cardholder in the Claim.

4.6.6. In case of loss, theft and (or) use of the Card by a person who is not its Holder, as well as in case of declassification/loss of the PIN code, the Client/Cardholder must immediately apply with a Claim to the Bank in the manner prescribed by the Rules.

4.6.7. Upon receipt by the Bank of the Request, the Bank immediately blocks the Card and analyzes the Transactions performed on the Account for the presence of violations of the protective actions established by the Bank against Unauthorized Operations.

4.6.8. In the event of an Unauthorized debit transaction, after the Claim comes into force due to the loss, theft and (or) unauthorized use of the Card, in accordance with the Rules, the Bank shall reimburse the Client for losses associated with the implementation of an Unauthorized debit transaction within 15 (fifteen) calendar days from the date of receipt of the Client's Application, in the amount of the Unauthorized Transaction, or within the same period sends a notice of refusal to reimburse the Unauthorized Transaction, indicating the reason in the manner provided for in the Agreement/General Terms and Conditions. At the same time, in any case, the Bank's liability is limited only to the amount of compensation for the Unauthorized Transaction, and the Bank is not obliged to compensate the Client for any lost profit. If the Application is found to be inconsistent, the Bank refuses to restore the Transaction and notifies the Client of the refusal to reimburse the Unauthorized Transaction by any of the methods provided for in the General Conditions, the Agreement. The Bank shall not be liable and shall not reimburse the Client's losses related to the implementation of Unauthorized debit transactions, if the Client has not filed a Claim in a timely manner.

4.6.9. The Client bears the risk and responsibility for the consequences of untimely/partial Blocking of the Card and agrees that he bears the risk and responsibility for the Transactions carried out before the entry into force of the Claim in accordance with the Rules.

4.6.10. The Client is obliged to unconditionally reimburse the Bank for the commission fee and all expenses related to the recovery, blocking, inclusion in the Stop List of the Card, if the actions were taken on the basis of the Claim.

4.6.11. The reissue of the Card takes place at the initiative of the Client on the basis of the Application for the Card Issue, provided that there are no unfulfilled obligations (Debt) to the Bank and if there is a positive decision of the Bank to reissue the Card.

4.6.12. The reissue of the Card is carried out in connection with the loss, theft of the Card, the expiration of

the Card, after the use of the Card in High Risk Countries, for other reasons that do not contradict the provisions of the Agreement and the Rules.

4.6.13. If the Card is used by the Cardholder in High Risk Countries, the Client undertakes to apply to the Bank to reissue the Card within 5 (five) business days after visiting the High Risk Country. The Bank shall not be liable in case of non-compliance with the specified requirement and, as a result, the occurrence of an Unauthorized Card Transaction(s) in connection with this. At the same time, all expenses for such Unauthorized transaction(s) on the Card, including the inherent commission fee, according to the Bank's Tariffs, are subject to compensation by the Client unconditionally, within the period specified in the written request of the Bank, sent to the Client.

4.6.14. The reissue of the Card is carried out by the Bank within 10 (ten) business days for a similar type of Card, with a deduction of a commission fee in accordance with the Tariffs of the Bank. Issuance of the Card and PIN-envelope is carried out in accordance with clause 4.2. of the Agreement.

4.6.15. If the Client (represented by the Cardholder or an authorized representative of the Client by proxy) fails to appear at the Bank to receive the Card within a period of more than 3 (three) months from the date of submission of the Application for the Card Issue, the Bank has the right to cancel the Card, while the commission to the Bank for reissuing and the Card Service is not returned to the Client.

#### **4.6. Card validity period**

4.7.1. The card is issued for a period of 3 years. The Card shall indicate the expiry date (month and year). The card is valid until the end of the last day of the month and year indicated on it, inclusive.

#### **4.7. The procedure for notifying the Client/Cardholder of changes and (or) additions to the Agreement**

4.8.1. The Agreement, Rules and Tariffs of the Bank may be changed and (or) supplemented unilaterally by the Bank unless otherwise provided by the legislation of the Republic of Kazakhstan. At the same time, the Bank, at least 15 (fifteen) calendar days before the date of their entry into force, must notify the Client/Cardholder of the relevant changes by posting information about the changes made in the branches of the Bank and (or) on the Bank's WEB-site. If the General Terms establish a different period for notification of changes and (or) additions, the period established in this Agreement will be applicable to the terms of this Agreement.

4.8.2. All changes and (or) additions to the Agreement, Rules and Tariffs of the Bank come into force after 15 (fifteen) calendar days from the date of posting such changes and (or) additions on the Bank's website.

4.8.3. The Client has the right to terminate the Agreement within the above period in the absence of unfulfilled obligations under it, in the manner provided for in clause 9.2. of the Agreement. In this case, the additional commission fee for termination of the Agreement is not withheld by the Bank.

4.8.4. If the Client, prior to the date of entry into force of changes and (or) additions, does not submit to the Bank a notice of non-acceptance of such changes, then such changes and (or) additions from the date of their entry will be considered accepted by the Client, and in the future the Client will not have the right to make claims against the Bank regarding the introduction by the Bank of changes and (or) additions affecting the Client.

#### **4.8. The procedure for notifying the Client/Cardholder about Transactions using the Card, the amount and procedure for charging the commission fee for notifying the Client/Cardholder about Transactions using the Card**

4.9.1. The Bank notifies the Client/Cardholder about the Account Transactions, the amount of the deducted commission fee for the Card transactions, the amount of the deducted commission fee for the servicing of the Account and the Card by sending a Regular Statement.

4.9.2. The Bank shall notify the Client/Cardholder by sending a notice of the performed Transaction to the cellular communication device (telephone) at the number specified by the Client in the Application for the Card Issue at the moment/after it is performed, if the Cardholder is connected to the SMS service and (or) multimedia notification.

4.9.3. Commission fee for notification of the Client/Cardholder, stipulated in sub-clauses 4.9.1. and 4.9.2. of this clause of the Agreement is withdrawn from the Client's Account by direct debiting in the amount established by the Bank's Tariffs.

#### **4.9. Payment procedure for the Bank's services**

4.10.1. The commission fee for the services rendered by the Bank under the Agreement is withdrawn from the Account by way of its direct debiting in the amount established by the Bank's Tariffs and within the time limits in accordance with the General Conditions.

4.10.2. The Client unconditionally agrees that the Bank has the right, without prior notice and additional consent of the Client, by direct debiting the Account or other bank accounts of the Client opened with the Bank, and in the absence of money on them or their insufficiency, by presenting payment requests to any bank accounts of the Client opened in any other banks (organizations carrying out certain types of banking operations) on the territory of the Republic of Kazakhstan, withhold a commission fee for the services provided under the Agreement in the amount established by the Tariffs of the Bank.

4.10.3. The Client hereby expresses his unconditional and irrevocable consent to the withdrawal by the Bank of the Debt under the Agreement, including the amount of the Transaction, the commission due to the Bank, the amount of the admitted Technical Overdraft, the amount of penalties, expenses as well as the amount erroneously credited to the Account, from the Account and from all other bank accounts of the Client, opened with the Bank, by means of their direct debiting, in the manner and terms established by the legislation of the Republic of Kazakhstan and (or) the relevant agreements concluded between the Bank and the Client.

4.10.4. If the Bank or the Client declares the Card(s) invalid due to the loss, theft of the Card(s), as well as the use of the Card by a person who is not its Holder, the Bank shall not refund the annual fee for servicing the Card

#### **4.10. Personal data and privacy**

4.11.1. Any information transmitted by the Parties to each other in connection with the Agreement, as well as the very fact of concluding the Agreement, are confidential information that cannot be disclosed to third parties without the prior written consent of the other Party, except as expressly provided for by the legislation of the Republic of Kazakhstan.

4.11.2. The Bank operates in accordance with the confidentiality documents of the Shareholder of the Bank / Shareholder's Group. The Bank will take all measures within its power to ensure the confidentiality of information regarding the Client and the Account.

4.11.3. The Client hereby agrees that for the purposes of opening, maintaining and closing Accounts, Issuing Cards, carrying out transactions provided for by the General Conditions, the Agreement, the Bank has the right to require the Client/Cardholder to disclose any information, in accordance with the provisions of the legislation of the Republic of Kazakhstan, internal policies, standards, procedures of the Bank, the Shareholder of the Bank / the Shareholder Group establishing the need to comply with the level of information disclosure entrenched in them, and the Client undertakes to provide the Bank, at its first request, with any information within the time limits established by the Bank and in compliance with the Bank's confidentiality conditions, as provided for by the Agreement, the General Conditions.

4.11.4. The Client hereby irrevocably agrees to the Bank, at its discretion, to transfer to affiliated companies of the Shareholder of the Bank / Shareholder Group, third parties information about the Client and his transactions (including transactions conducted with the Cards) for any purpose, including the provision of services by any third party (conducting audit inspections, collection of Debt, provision of services by Processing Centers outside the Republic of Kazakhstan, etc.), satisfaction of the request of authorized state bodies, fraud prevention, execution of the Client's instructions and execution of other agreements with the Client. A more detailed procedure for collecting, processing and disclosing information about the Client, if necessary, may be regulated by the Parties in other documents.

4.11.5. In the event that the Client submits to the Bank information related to a personal data subject, recorded on electronic, paper and (or) other tangible media (hereinafter referred to as Personal Data Subjects and Personal Data, respectively), the Client hereby confirms that he has received consent from the Personal Data Subjects in accordance with the requirements of the legislation of the Republic of Kazakhstan to transfer their Personal Data on a confidential basis to the Bank, including affiliates of the Bank, third parties to the extent that such third parties are involved in the provision of services by the Bank to the Client.

Personal data received by the Bank under the Agreement shall be subject to further processing, storage and transfer both in the Republic of Kazakhstan and abroad to the persons specified in this paragraph, in order to: (i) comply with the requirements of the know-your-customer procedures, (ii) comply with requirements to comply with the U.S. Foreign Account Tax Compliance Act (FATCA), (iii) comply with anti-money laundering requirements, (iv) exercise financial or foreign exchange controls (v) comply with applicable legislation. At the same time, the Bank undertakes to ensure the necessary level of protection and confidentiality of the received Personal Data in accordance with the legislation of the Republic of Kazakhstan and internal policies, standards and procedures of the Bank.

The Client unconditionally agrees to the above conditions and guarantees that the implementation of the above actions by the Bank in relation to Personal Data is agreed with the Personal Data Subjects. The Client, upon request, is obliged to provide the Bank with proof of obtaining the consent of the Personal Data Subjects for the processing of Personal Data.

4.11.6. By acceding to the Agreement, the Client declares that any information and (or) documentation that

was provided by the Client to the Bank on the date of conclusion between the Bank and the Client of the Agreement and will be provided to the Bank in the future does not contain state and (or) official secrets, as defined by the legislation of the Republic of Kazakhstan.

In the event that the information and (or) documentation provided by the Client to the Bank contains state and (or) official secrets, the Client will indicate on the carriers of the specified information and (or) documentation and (or) on accompanying documents the secrecy stamp established by the legislation of the Republic of Kazakhstan.

The Client hereby agrees that the absence on the media of the specified information and (or) documentation and (or) on the accompanying documents of the secrecy stamp, as established by the legislation of the Republic of Kazakhstan, will mean for the Bank that the specified information and (or) documentation does not apply and (or) should not be classified in accordance with the legislation of the Republic of Kazakhstan as a state and (or) official secret.

The Client hereby assumes full responsibility for the disclosure/loss of state and (or) official secrets as a result of its transfer to the Bank, if the Client has not indicated the secrecy label on the carriers of the specified information and (or) documentation and (or) on accompanying documents.

The Client hereby also confirms that the name of the Client, legal address, numbers of Accounts opened with the Bank, other details provided to the Bank are not a state and (or) official secret.

4.11.7. The Bank is not responsible if confidentiality, violated due to the fault of the Client and (or) the Cardholder due to non-compliance with the Bank's recommendations regarding confidentiality, was known or became known to third parties from other sources.

#### **4.11. Conditions for the Client to secure its obligations in case of allowing a Technical Overdraft**

4.12.1. In the event that a Technical Overdraft is allowed on the Client's Account, the amount of money spent in excess of the balance on the Account is subject to immediate repayment by the Client.

4.12.2. The amount of the Debt formed in connection with the Technical Overdraft shall be subject to withdrawal by the Bank from any bank account of the Client opened with the Bank. In case of insufficient balance of money on the Account/bank account of the Client opened with the Bank, the Bank has the right to issue an order to write off the Debt in favor of the Bank by presenting payment requests to any bank accounts of the Client opened with any other banks (organizations carrying out certain types of banking operations) on the territory of the Republic of Kazakhstan.

### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **5.1. The Client has the right:**

- 1) to open one or more Accounts in national or foreign currency, as well as open one or more Cards in the manner prescribed by the Agreement;
- 2) to use the Account and manage the money on the Account at its own discretion, subject to the requirements and restrictions provided for by the legislation of the Republic of Kazakhstan, the General Terms, the Agreement and the Rules;
- 3) to receive Account Statements in the manner prescribed by the Agreement;
- 4) to apply to the Bank with oral and (or) written inquiries regarding the servicing of the Account/Card, including the Application for blocking/unblocking the Card, in the manner prescribed by the Agreement and the Rules;
- 5) to send a written claim with the mandatory attachment of supporting documents (trade receipts, slips, etc.) for the disputed Transaction within 45 (forty-five) calendar days from the date of its completion in the manner prescribed by the Agreement and the Rules;
- 6) to establish and change (if necessary) the Card limits and restrictions on the amount of money spent using the Card (Card Details) and (or) certain types of Card Transactions in the manner prescribed by the Agreement and the Rules;
- 7) to initiate the closing of the Card(s) on their own initiative, without notifying the Holder(s) of the Card(s) in the manner prescribed by the Agreement and the Rules;
- 8) to withdraw from the Agreement in accordance with the provisions of Article 9 of the Agreement;
- 9) to exercise other rights provided for by the Agreement and the Rules.

#### **5.2. The Client undertakes:**

- 1) to ensure the submission of documents determined by the Bank as they are deemed necessary for opening an Account and Issuing a Card and other documents provided for by the legislation of the Republic of Kazakhstan, the Agreement and (or) the General Conditions;
- 2) upon opening the Account, to provide information on the belonging of the Client/Cardholder to persons

- related to the Bank by special relations (if applicable);
- 3) to comply with the requirements of the Rules upon receipt of the Card and PIN-envelope, including receipt of the Card and PIN-envelope due to reissue of the Card;
  - 4) to accept within 5 (five) working days from the date of receipt from the Bank of a notice of readiness of the Card and use the Card in accordance with the requirements of the legislation of the Republic of Kazakhstan, the General Conditions, the Agreement and the Rules and ensure their observance by the Cardholder;
  - 5) to hand over the Card and PIN-envelope to the Cardholder, in whose name the Card was issued, upon receipt of the Card and PIN-envelope in the Bank by an authorized person of the Client by proxy. Safely store the Card and PIN-envelope until transfer, without transferring it for use to third parties and without disclosing the Card Details and (or) PIN-code to third parties;
  - 6) not to use the Card for any illegal purposes, including payment for goods (works, services) prohibited by the legislation of the Republic of Kazakhstan;
  - 7) to pay for the Bank's services under the Agreement in accordance with the Tariffs of the Bank;
  - 8) to regularly monitor the status of the Account (at least once a month);
  - 9) to be settled in full on the Transaction(s) performed using the Card and (or) Card Details certified by a set of PIN code and (or) the signature of the Cardholder, if before that the Bank has not blocked the Card;
  - 10) not to allow spending money in excess of the amount of own money and the credit limit (if any) on the Account;
  - 11) to repay immediately the amount of the admitted Technical Overdraft (if any);
  - 12) not to prevent the Bank from withdrawing money from the Account in payment of the Debt;
  - 13) to comply with the rules for making payments and transfers and processing payment documents, conducting foreign exchange transactions established by the legislation of the Republic of Kazakhstan;
  - 14) to submit the necessary documents to the Bank in the manner and within the time limits established by the currency legislation of the Republic of Kazakhstan, when performing foreign exchange transactions using the Account and (or) the Card and other documents at the request of the Bank;
  - 15) to immediately notify the Bank in writing of the discovery of an erroneous withdrawal of money from the Account, crediting money to the account from the moment such a fact is discovered, indicating in the notification the details of the Card, payment document, date, amount and other information necessary for the Bank to investigate;
  - 16) to store Slips / Trade receipts and other documents confirming the execution of the Transaction for 3 (three) months from the date of the Transaction for use as supporting documents in the event of disputed Operations requiring settlement;
  - 17) to apply to the Bank immediately with a Claim in the manner prescribed by the Rules in case of loss, theft of the Card and (or) an Unauthorized transaction;
  - 18) to unconditionally reimburse all expenses and legal costs incurred by the Bank due to circumstances depending on the Client/Cardholder and (or) related to the Blocking of the Card;
  - 19) to notify the Bank in writing of changes in the previously submitted documents/data of the Application used to open the Account and (or) Issue the Card (name of the Client, address, full name of the Cardholder, etc.) within 5 (five) business days;
  - 20) to notify the Bank in writing if it is necessary to exclude the employee from the list of Cardholders in the form specified in Appendix No. 3 to the Agreement, to return the Card to the Bank, to pay off the Debt under this Agreement within 5 (five) business days from the date of filing the Application for exclusion of the employee from list of Cardholders;
  - 21) not to use the Card(s) issued under the Agreement upon receipt from the Bank of a written notice of termination of use of the Card(s) and to return the Card(s) to the Bank within 5 (five) working days from the date of receipt of such notice;
  - 22) to ensure familiarization of all Cardholders and their compliance with the terms of the Agreement, Rules, General Conditions and other internal documents of the Bank;
  - 23) to fulfill other provisions stipulated by the Agreement, the Rules and the General Conditions.

### **5.3. The Bank has the right (and the Client agrees with this):**

- 1) to refuse to the Client in opening an Account and (or) Issuing/reissuing a Card at its own discretion or in cases stipulated by the legislation of the Republic of Kazakhstan;
- 2) to require the submission of information when concluding the Agreement about the Client's belonging to persons connected with the Bank by special relations and other information/documents provided for by the legislation of the Republic of Kazakhstan, the Agreement and (or) the General Conditions;
- 3) to change unilaterally in accordance with the requirements of the legislation of the Republic of

Kazakhstan and the General Conditions:

- provisions of the General Conditions, the Agreement and the Rules;
  - Tariffs of the Bank.
- 4) to establish and change unilaterally the limits and (or) restrictions on the types of Card transactions and (or) on the amount of money spent through the Card;
  - 5) to refuse the Client's request to increase limits and (or) remove restrictions, if such changes are recognized as risky for the Bank;
  - 6) to require the Client to submit the documents required for conducting Card transactions in accordance with the currency legislation of the Republic of Kazakhstan, as well as the legislation in the field of combating the legalization (laundering) of illegally obtained income and the financing of terrorism, as well as required by other legislative acts of the Republic Kazakhstan and the internal procedures of the Bank;
  - 7) to withdraw from the Account and (or) from any bank accounts of the Client opened with the Bank, by direct debit without prior notice and additional consent of the Client:
    - the amount of the Card transaction;
    - commission due to the Bank in accordance with the Tariffs of the Bank;
    - the amount of the admitted Technical overdraft;
    - the amount of the Transaction erroneously credited to the Account, if the Client fails to fulfill the requirement established by sub-clause 4.3.16 of clause 4.3. of the Agreement;
    - the amount of money on the basis of acts of authorized bodies and (or) officials presented in accordance with the legislation of the Republic of Kazakhstan;
    - other types of the Client's Debt to the Bank.
  - 8) not to accept for consideration a claim for a Card transaction submitted by the Client after 45 (forty-five) calendar days from the date of its execution;
  - 9) to work with the Client in accordance with the Bank's internal documents regulating security measures on Card transactions conducted by the Client in High-Risk Countries, and upon receipt of alarm messages from the IPS/Payment Card System;
  - 10) to withdraw the amount of the commission fee for servicing an idle Account in the amount established by the Tariffs of the Bank;
  - 11) to cancel the Card and not return to the Client the commission paid by him/her for its issuance/servicing in the event that the Cardholder or an authorized employee of the Client by proxy fails to appear at the Bank to receive the Card within a period of more than 3 (three) months from the date of submission of the Application for the Issue of the Card;
  - 12) to cancel the Agreement in case of violation by the Client of the provisions of the Agreement and (or) the Rules, block the Card(s) and enter the Details of the Card(s) into the Stop List;
  - 13) to withdraw from the Agreement and close the Client's Account in cases stipulated by the legislation of the Republic of Kazakhstan and the General Conditions;
  - 14) not to terminate the Agreement until the full repayment of the Client's Debt to the Bank, if the Client submits an Application to the Bank for termination of the Agreement and the presence of Debt, unless otherwise provided by the legislation of the Republic of Kazakhstan;
  - 15) to close the Card from the expiry date of the Card;
  - 16) to stop servicing the Account and terminate the Agreement (cancel the Agreement) unilaterally, without the consent of the Client in accordance with the General Terms and Conditions, if the Bank recognizes the Client/Cardholder as a US Person and the Client refuses to provide the Bank with the documents and information necessary for the Bank to comply with FATCA provisions, as well as in the event of the Client's refusal to sign the Bank Consent form on the provision of data to the US Federal Internal Revenue Service (hereinafter - IRS USA);
  - 17) to assign all or part of the rights of claim under the Agreement to third parties with the transfer to them of all necessary documents confirming the validity of the right to claim, without obtaining the consent of the Client, including the claim for reimbursement by the Client of the Debt;
  - 18) to record a telephone conversation of the Client/Cardholder with the Bank's employees and use these records as evidence in the course of pre-trial/court settlement of a dispute between the Bank and the Client/Cardholder;
  - 19) to use information related to the use of the Card within the framework/methods/in the manner prescribed by the legislation of the Republic of Kazakhstan;
  - 20) to suspend any debit transactions on the Client's Account in the event of an overdue Debt on the Client's obligations to the Bank until the Debt is fully repaid;
  - 21) for the proper fulfillment by the Bank of its obligations under the Agreement, when the Cardholder applies to the Bank, disclose details and information on the Account, including those constituting bank secrecy;

22) to exercise other rights granted by the Agreement, Rules and General Conditions in accordance with the legislation of the Republic of Kazakhstan.

#### **5.4. The Bank undertakes:**

- 1) within 10 (ten) business days from the date of receipt of the Application for the Card Issue and payment by the Client of the commission fee in accordance with the Bank's Tariffs, to open an Account, prepare the Card and PIN envelope for issuance to the Cardholder, or an authorized representative of the Client by proxy;
- 2) to ensure servicing of the Account and Card(s) in accordance with the Agreement and the Rules;
- 3) upon receipt of the Client's instruction to carry out the Transaction on the Account, execute or reasonably refuse to execute it in the manner and within the time limits stipulated by the legislation of the Republic of Kazakhstan;
- 4) to ensure the possibility for the Client/Holder(s) of the Card(s) to send a 24/7 notification of loss, theft and (or) unauthorized use of the Card(s) by telephone with the Contact Center;
- 5) to monitor the detection of Unauthorized transactions using the Cards with the help of appropriate software;
- 6) to suspend debit transactions on the Account after the Bank receives a notification from the Client/Cardholder about the performance of an Unauthorized transaction(s) within the time limits stipulated by the Rules;
- 7) to provide the Client with Additional Statements and other requested information/documents on the Application within the time limits and with a fee deducted in accordance with the Tariffs of the Bank;
- 8) to record the Card(s) sent to the Client/Holder(s) and notifications received from him/them, as well as store the relevant information for at least 3 (three) years from the day they were sent and received;
- 9) to notify the Client/Cardholder of changes and (or) additions to the Agreement in the manner provided for in clause 4.8. hereof;
- 10) to notify the relevant tax authorities about the opening and closing of the Account within the time limits established by the legislation of the Republic of Kazakhstan;
- 11) to perform other duties stipulated by the Agreement and the Rules, as well as the legislation of the Republic of Kazakhstan and the General Conditions.

### **6. RESPONSIBILITIES OF THE PARTIES**

#### **6.1. The bank is responsible for:**

- 1) improper performance of the Agreement in accordance with the legislation of the Republic of Kazakhstan;
- 2) in case of the Bank's unjustified refusal to execute the Client's instructions or improper execution of the Client's instructions, the fact of which is established by a court decision that has entered into force, the Bank shall pay the Client, upon his written request, a fine in the amount equal to 0.01 percent of the amount of such instruction by the Client for each case of violation, but not more than 1,000 (one thousand) tenge. The Client agrees that in case of violation by the Bank of its obligations under the Agreement, the Bank may recover only the amount of the penalty, but not losses;
- 3) carrying out an Unauthorized transaction(s), in case of its (their) commission after receipt of the Claim from the Client/Cardholder due to loss, theft and (or) unauthorized use of the Card(s) and entry of the Claim in force in accordance with the Rules.

#### **6.2. The Bank is not responsible for (and the Client agrees with this):**

- 1) refusal of the Trading Network and Service Enterprise to service the Card;
- 2) the quality of goods (works, services) purchased with the Card;
- 3) goods (works, services) paid for by the Card, but returned by the Client/Cardholder to the Trading Network and Service Enterprise, while the Bank reimburses the cost of the goods (works, services) only in a non-cash manner, by crediting money to the Account, on the basis of a credit Slip/Trading receipt issued by the Trade Network and Service Enterprise. The Bank remains uninvolved in all property and commercial disputes between the Trade Network and Service Enterprise and the Client/Cardholder, as well as in all disputes between the Client and the Cardholder. The existence of a dispute cannot serve as a reason for refusal to pay the presented invoice for goods (works, services), that is, the Bank debiting money from the Client's Account;
- 4) limits, restrictions and additional remuneration on the Card, established by a third party, which may affect the interests of the Client;
- 5) charging by the Acquiring Bank of any additional commission fee for payment for services/cash

- withdrawal on the Card, not specified in the Tariffs;
- 6) consequences of the Client's untimely application to the Bank with a Claim in connection with the loss, theft and (or) unauthorized use of the Card(s);
  - 7) the consequences of untimely written notification of the Bank about the change in the powers of the Cardholder;
  - 8) delay in crediting money to the Account in case of processing of payment documents in an improper way: incorrect calculation by the Client of the cost of the Bank's services, incorrect indication by the Client of the Card number, name of the Client, surname, name, patronymic of the Cardholder and others;
  - 9) the impossibility of performing a Card transaction on the Account in case of seizure of money, or suspension of operations on the Account on the basis of acts of authorized bodies and officials presented in accordance with the legislation of the Republic of Kazakhstan, as well as in cases of suspension of debit transactions when issuing payment documents, not requiring acceptance to the file cabinet, until the full repayment of obligations on them;
  - 10) carrying out by the Client/Cardholder through the Card of Transactions with money subject to financial monitoring in accordance with the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of illegally obtained income and the financing of terrorism;
  - 11) risks associated with the absence of a ban on Operations abroad and Internet transactions with the Card;
  - 12) confidentiality of information sent by the Client/Cardholder via open communication channels, including SMS, e-mail, etc., if the Client/Cardholder initiated a request via the specified communication channels or gave instructions to send this information through the specified communication channels;
  - 13) disclosure of confidential information on the Client/Cardholder to third parties in the process of organizing and carrying out by the Bank of work on repayment by the Client of the Debt that is not repaid on time;
  - 14) damage caused to the Client/Cardholder by the transfer by the Client/Cardholder to third parties of the Card details and (or) PIN code;
  - 15) Card transactions carried out using the Card Details to pay for goods (works, services) via the Internet, by postal and (or) telephone orders;
  - 16) non-fulfillment and (or) improper fulfillment by the Client/Card Holder of the requirements of the legislation of the Republic of Kazakhstan, the Agreement and (or) the Rules;
  - 17) malfunction of the IPS/Processing Center, ATMs, electronic devices over which the Bank has no direct control and as a result of which:
    - the authorization request made by the Acquiring Bank was not received by the Bank;
    - the authorization request sent by the Bank was not received by the Acquiring Bank.
  - 18) accidents, failures in the service system associated with power supply equipment and (or) communication lines or networks that are provided, operated and (or) serviced by third parties;
  - 19) risks of loss, damage during shipment, the possibility of misuse, untimely receipt of the Card and PIN envelope, when sending the Card and PIN envelope by courier service.

### **6.3. The client is responsible for:**

- 1) non-compliance with the legislation of the Republic of Kazakhstan when conducting Card transactions, including the currency legislation of the Republic of Kazakhstan;
- 2) non-fulfillment and (or) improper fulfillment of the requirements of this Agreement, Rules and General Conditions by the Client and (or) the Cardholder;
- 3) expenses and legal costs incurred by the Bank through the fault of the Cardholder, in full amount of damage caused to the Bank;
- 4) completeness and reliability of the information provided to the Bank;
- 5) consequences of untimely application to the Bank with a Claim in case of loss, theft and (or) use of the Card by a person who is not its Holder, as well as in case of declassification of the PIN-code, for the damage caused to the Bank in full;
- 6) consequences of untimely sending to the Bank of an Application for reissuing the Card after visiting High Risk Countries, as well as for the consequences of the Client's refusal (for any reason) from such reissuance of the Card if the Bank has been notified of the need for such reissue. The Bank is not responsible and does not compensate for Unauthorized transactions, through which money was withdrawn from the Account in this case;
- 7) delay in repayment of the Debt to the Bank in accordance with the Tariffs of the Bank;
- 8) insufficient control over the spending of money on the Account, which caused damage to the Bank;
- 9) untimely return/refusal to return to the Bank of the money mistakenly accepted (credited) to the Account, in accordance with the legislation of the Republic of Kazakhstan;
- 10) settlement of financial relations between the Client and the Holder(s) of the Card(s);

11) disclosure of confidential information about the Bank, which became known to the Client in connection with the conclusion and execution of the Agreement - for the losses caused to the Bank in full as a result of disclosure of such information.

## **7. FORCE MAJEURE**

The Bank and the Client are released from liability for partial or complete failure to fulfill obligations if it was the result of force majeure circumstances, in particular: fire, flood, earthquake, power failure and other circumstances beyond the control of the Bank and the Client, for the period of these circumstances, at the same time, the Bank and the Client undertake to make every effort in their power to restore conditions for the proper performance of their obligations as soon as possible. The Bank and the Client notify each other of the occurred force majeure circumstances within 5 (five) working days from the date of their occurrence.

## **8. DISPUTES RESOLUTION**

8.1. All other provisions, including those not regulated by the Agreement, but arising from them, are regulated in accordance with the legislation of the Republic of Kazakhstan.

8.2. In the event that the Parties cannot reach an agreement on claims and disputes within 30 (thirty) calendar days from the date when one of the Parties first notifies the other Party of such claims and disputes, all disputes, disagreements, claims arising in connection with Agreement or relating to violation of the terms of the Agreement are subject to consideration in the courts of the Republic of Kazakhstan at the location of the Bank's Head Office in Almaty.

8.3. While resolving disputes, the Client agrees to accept data on Transactions on electronic media as evidence.

## **9. TERM AND TERMINATION OF THE AGREEMENT**

9.1. The Agreement enters into legal force from the date of acceptance by the Bank of the Application for the Issue of the Card duly signed by the Client and is valid until its termination. The contract was concluded for an indefinite period.

9.2. The Client has the right to terminate the Agreement at any time by notifying the Bank in writing at least 30 (thirty) calendar days prior to the planned date of termination of the Agreement. In this case, the Bank does not re-issue the Card, and all Cards issued under the Agreement are canceled on the date of termination of the Agreement specified by the Client. By submitting an Application for termination of the Agreement, the Client shall return to the Bank all Cards issued under the Agreement. Closing of the bank account is carried out by the Bank within a period not exceeding 10 (ten) business days from the date of receipt of the Client's Application and in the absence of grounds preventing the closure of the Account, in accordance with the legislation of the Republic of Kazakhstan and (or) this Agreement.

9.3. The Bank has the right to terminate the Agreement on the grounds provided for in the Agreement, the General Terms and Conditions, the Rules and the legislation of the Republic of Kazakhstan, by sending the appropriate written notice to the Client at least 10 (ten) calendar days before the date of termination of the Agreement.

9.4. Upon termination of the Agreement:

- the commission fee paid by the Client for servicing the Card is not returned;
- the balance of the Account is transferred to the Client's bank account in accordance with the Application in the form specified in Appendix No. 8 to the Agreement.

9.5. The Agreement terminates after the full completion of mutual settlements between the Bank and the Client.

## **10. FINAL PROVISIONS**

10.1. Documents received by the Bank through the system [*current name of the System at the time of conclusion of this Agreement*], are equivalent to paper documents and give rise to similar rights and obligations of the Client and the Bank.

10.2. Upon reorganization of the Bank or the Client, in accordance with the Agreement, all rights and obligations of the Bank or the Client shall be transferred to their legal successors.

10.3. This Agreement is drawn up in the state, Russian and English languages. In case of discrepancy between the text of this Agreement in the state, Russian or English languages, priority is given to the text of this Agreement in Russian, which is considered the original. The Client's Applications and the Agreement may be completed and signed by the Client in any of the specified languages acceptable to the Client.

10.4. In all other respects that are not provided for by the Agreement, the Parties are guided by the legislation of the Republic of Kazakhstan.