

**Chairman of the Board of Directors  
Mr. Recep Turk**

**Accession agreement on opening a current account for an individual and a legal entity, on the issuance and use of a debit payment card of the international payment system**

This Agreement (hereinafter also referred to as the “Agreement”) “SB “KZI Bank” JSC (hereinafter referred to as the Bank), determines the standard conditions for the Bank’s Clients to receive services for opening a current account, issuing and using a debit payment card of the international payment system (hereinafter referred to as the Payment System), which is a means of access to money on the specified current account (hereinafter referred to as the “Card”).

Accession of the Bank’s Client to the Agreement is carried out on the basis of the Bank’s Client’s consent, expressed by signing an application for the Client’s accession to the Agreement in the form specified in the Agreement and being an integral part of the Agreement (hereinafter referred to as the “Application”).

The Client, who has acceded to the Agreement, and the Bank, after the authorized employee of the Bank makes a mark on the acceptance of the Application, accept all the conditions and obligations established by the Agreement as a whole (hereinafter, the Client and the Bank are collectively referred to as the “Parties”, and each separately - the “Party”), at the same time, the Parties have determined that the date of the Agreement conclusion will be the date of the Application registration.

The Client signs the Application in two identical copies, one remains with the Bank, and the second copy with the Bank’s mark of its acceptance is handed over to the Client and is a document confirming the conclusion of the Agreement.

The conclusion of the Agreement with the Clients who are persons connected with the Bank by special relations is carried out in accordance with Article 40 of the Law of the Republic of Kazakhstan “On banks and banking activities in the Republic of Kazakhstan”.

The terms and definitions used in the Agreement correspond to the terms and definitions used in the Rules for the use of payment cards of the international payment system issued by the Bank, which are an integral part of the Agreement.

## **1. SUBJECT OF THE AGREEMENT AND GENERAL CONDITIONS**

The Client instructs, and the Bank assumes the obligation to make settlements on behalf of the Client, to accept money received in favor of the Client, to fulfill the Client’s instructions on non-cash conversion of own funds, to transfer (issue) to the Client or third parties the relevant amounts of money, as well as to execute instructions of third parties in cases provided for by the current legislation of the Republic of Kazakhstan for the execution of which the Bank opens the current Account(s) for the Client: №(KZT, RUB, USD, EUR, GBP, TRY) hereinafter referred to as Account(s).

Operations are carried out at the current exchange rate with a commission charged, in accordance with the Bank’s tariffs valid at the time of the operation.

### **Opening an Account(s) for individuals:**

1.2. The Bank opens the current Account(s) to the Client for banking transactions:

- acceptance and issuance of cash;
  - crediting the amounts received in favor of the Client;
  - making payments and money transfers on behalf of the Client;
  - carrying out transactions on purchase/sale of foreign currency;
- other operations stipulated by the legislation of the Republic of Kazakhstan.

1.3. Submit instructions to the Bank on the money transfer by the methods established by the legislation of the Republic of Kazakhstan and the regulatory legal acts of the National Bank of the Republic of Kazakhstan.

1.4. Provide the amount of money on your bank Account(s) necessary for the execution of the payment document(s) and the collection of commission fees provided for by the current Tariffs.

1.5. Provide the Bank with payment documents for carrying out transactions on the Account(s) in accordance with the current legislation of the Republic of Kazakhstan and the regulatory legal acts of the National Bank of the Republic of Kazakhstan, with the internal rules of the Bank.

1.6. When debiting/crediting the amount of money from the Account(s), as well as when receiving information on the Account (s), provide an identity document.

1.7. No later than the next business day from the date of information receipt, according to which the Client could or should find out about the erroneously credited amounts, notify the Bank on the erroneous crediting and return the erroneously credited amount in the manner prescribed by the current legislation of the Republic of Kazakhstan and this Agreement.

1.8. Pay the cost of services provided by the Bank in accordance with the Bank's tariffs.

1.9. Notify the Bank in writing on a change in the address, postal details, telephone numbers and other data specified by the Client in this Agreement within two working days from the date of the change.

1.10. Provide the Bank, at the request of the Bank, authorized bodies and correspondent banks, with information on ongoing transactions and other information as part of anti-money laundering and fraud prevention programs.

1.11. The Client confirms that the deposit money is not income received as a result of illegal activities.

**1.12. The Client has the right to:**

1.12.1. Receive full information about the status of the Account(s).

1.12.2. Make payments and transfers from the Account(s), in accordance with the current legislation of the Republic of Kazakhstan and the regulatory legal acts of the National Bank of the Republic of Kazakhstan.

1.12.3. Independently manage the money on the Account(s), entrust the disposal of money on the Account(s) to third parties in accordance with the current legislation of the Republic of Kazakhstan.

1.12.4. Indicate in the payment document (instruction/application for transfer) the value date not earlier than the date of the current business day.

1.12.5. Present payment documents drawn up in the state (Kazak) and/or Russian languages.

1.12.6. Deposit and receive cash within the balance of the Account(s) in accordance with the current legislation of the Republic of Kazakhstan, regulatory legal acts of the National Bank of the Republic of Kazakhstan and this Agreement.

## **2. OPENING A CARD ACCOUNT(S)**

2.1. On the basis of the Client's order, the Bank undertakes, subject to the requirements of the legislation of the Republic of Kazakhstan and the internal documents of the Bank, to open a bank current card account (hereinafter referred to as the card account) for the Client and issue a payment card (hereinafter referred to as the card) in the manner and on the terms provided for in this Agreement and on the basis of the Client's application (hereinafter referred to as the application), provide maintenance of the card account and card, within which to provide any types of payment services provided for by the legislation of the Republic of Kazakhstan related to such issue and maintenance, and the Client undertakes to pay for the Bank's services in accordance with the Bank's tariffs valid on the date of the relevant operation, except for cases established by the legislation of the Republic of Kazakhstan;

2.2. The Agreement is valid:

1) until the Bank closes the card account at the request of the client;

2) until the Bank closes the card account on the grounds and in the manner prescribed by the legislation of the Republic of Kazakhstan;

3) before the conditions stipulated by this Agreement.

2.3. The Bank issues and services a card and opens a card account in the manner prescribed by the current legislation of the Republic of Kazakhstan, agreements concluded between the Bank and participants of the payment system and the Agreement. At the same time, certain features of opening and maintaining a card account related to the implementation of card transactions on it may be regulated by this Agreement.

2.4. The terms and designations used in the text of the Agreement have the meanings that are enshrined in the legislation of the Republic of Kazakhstan, and are also given in Appendix 1 to this Agreement. Other specific terms and designations used in the text of the Agreement are used in accordance with the meaning enshrined in the legislation of the Republic of Kazakhstan.

2.5. The Bank has the right to unilaterally make changes to the Bank's tariffs without agreement with the Client, notifying the Client on the change in the Bank's tariffs no later than 15 (fifteen) calendar days before the date such changes come into effect (and in cases where the legislation of the Republic of Kazakhstan establishes a different term - within such a term), by placing announcements in the branches of the Bank and on the website of the Bank, except for cases expressly established by the legislation of the Republic of Kazakhstan.

2.6. The Client undertakes to notify the Bank in writing within 3 (three) business days about all changes that may affect the Bank's card transactions, including all changes in its details, providing the Bank with the originals of the amended documents. From the date the Bank receives a written notice on changes that entail the replacement of previously submitted documents, the Bank shall carry out the change no later than 30 (thirty) calendar days.

2.7. In order to protect the Client's money from unauthorized access to the card account and/or unauthorized payment, the Bank may establish the following restrictions that do not contradict the legislation of the Republic of Kazakhstan in accordance with the internal documents of the Bank:

- 1) card blocking;
- 2) setting limits on the card for card transactions.

2.8. The Client has the right to apply to the Bank on the issue of the restrictions changing on debit card transactions. At the same time, the change in restrictions on debit card transactions is carried out by the Bank in the manner prescribed by the internal documents of the Bank.

2.9. For the purpose of a card issuing, including an additional card, the Client hereby consents to the collection, processing, storage and distribution of his personal data, including biometric data recorded (stored) on electronic, paper and any other medium, as well as changes and additions occurring in them in future, as well as to receive updated and/or reliable/up-to-date data in case of any discrepancy between the latter, to mobile operators, authorized state bodies and third parties, if there are duties or rights of these persons in accordance with the requirements legislation of the Republic of Kazakhstan, concluded agreements with such persons.

### **3. ACCOUNT OPENING FOR LEGAL ENTITIES**

3.1. The Bank opens a current Account(s) for the Client to carry out banking operations:

- acceptance and issuance of cash;
  - crediting the amounts received in favor of the Client;
  - making payments and money transfers on behalf of the Client;
  - carrying out operations on purchase/sale of foreign currency;
- other operations stipulated by the legislation of the Republic of Kazakhstan.

3.2. Opening, maintenance and closing of the Client's Account(s) is carried out on the terms determined by this Agreement, in accordance with the requirements of the legislation of the Republic of Kazakhstan and regulatory legal acts of the authorized bodies of the Republic of Kazakhstan.

3.3. When opening the Account(s), provide documents according to the list determined by the Bank in accordance with the legislation of the Republic of Kazakhstan and the regulatory legal acts of the authorized bodies of the Republic of Kazakhstan.

3.4. Notify the Bank in writing by providing relevant documents:

- within 3 (three) working days from the date of their registration (re-registration) with the authorized bodies

- in the event of a change in legal status;
- in case of changes and additions in constituent and other documents;
- within 2 (two) business days:
- when changing the address (legal and actual);
- when changing postal details;
- when changing phone numbers, fax, telex, etc.;
- when changing the membership, authorized persons who have the right to sign payment documents.

3.5. In case of loss or deterioration of the seal, in order to avoid unauthorized payments and transfers, immediately inform the Bank. Documents received before notification on the loss or deterioration of the Client's seal are considered authentic. Within a week, make a seal and submit a document with samples of signatures and an imprint of the seal, certified in the manner prescribed by the legislation of the Republic of Kazakhstan to the Bank.

3.6. Dispose of the money kept on the Account(s) with the Bank, in accordance with the legislation of the Republic of Kazakhstan and the regulatory legal acts of the authorized bodies of the Republic of Kazakhstan, regulating the procedure for banking operations, taking into account the commission fee and on the terms determined by the Tariffs of the Bank.

3.7. Issue payment documents on paper signed by authorized persons (without using a facsimile) and stamped in accordance with the requirements of the legislation of the Republic of Kazakhstan.

3.8. Provide the necessary balance of money on the Account(s) for conducting transactions, taking into account the commission fee charged by the Bank in accordance with the Bank's Tariffs.

3.9. Provide the necessary documents for transactions in the manner prescribed by the legislation of the Republic of Kazakhstan and the internal documents of the Bank.

3.10. In the event that it is established that the funds were credited to the Client's Account(s) in error and that the Bank executed the instructions by mistake, the Bank shall be notified of this within 2 (two) banking days from the date of operations on the Account(s) and shall return them.

3.11. Provide the Bank, at the request of the Bank, authorized bodies and correspondent banks, with information on ongoing transactions and other information as part of anti-money laundering and fraud prevention programs.

3.12. Pay for the Bank's services in the manner prescribed by Section 5 of this Agreement.

3.13. Annually, before February 1, confirm to the Bank in writing the balance of money on the Account(s) as of January 1 of the current year. In case of non-receipt of written confirmation of the balance on the Account (s), it is considered confirmed

3.14. The Client confirms that the deposit money is not income received as a result of illegal activities.

**3.15. The Client has the right to:**

3.15.1. Submit payment documents drawn up in the state (Kazakh) and/or Russian languages, both in electronic form (by concluding an Agreement with the Bank on the presentation of instructions electronically) and on paper.

3.15.2. Revoke an instruction or suspend it by an order of withdrawal or suspension. An order to withdraw or suspend the execution of an instruction must be provided to the Bank prior to its execution, by sending a written notice drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan.

3.15.3. Use a checkbook issued to him by the Bank to receive cash in the national currency of the Republic of Kazakhstan KZT (tenge).

3.15.4. Receive advice and send written requests to the Bank on the maintenance of the Account(s).

3.15.5. Close the Account(s) at any time by submitting an application to the Bank provided that there are no outstanding claims against the Account(s).

#### **4. ISSUANCE AND RE-ISSUANCE OF THE CARD**

4.1. The Bank issues a card within the time period determined by the Bank in the name of the card holder if there is a positive decision of the Bank on its issue and the Client submits a relevant application in the form provided for by the Bank's internal documents and the necessary documents provided for by the legislation of the Republic of Kazakhstan. The Bank notifies the Client about the readiness of the card for issuance by means of a phone call and/or SMS to any mobile phone number indicated by the Client in the Agreement and/or application and/or e-mail indicated by the Client in the application and/or Agreement.

4.2. Based on the relevant application of the Client, the Bank may issue an additional card(s) in the name of the Client.

4.3. The Bank issues a card:

- 1) directly to the cardholder,
- 2) authorized to represent the interests of the cardholder to a person acting on the basis of a power of attorney issued by the cardholder in the manner prescribed by the legislation of the Republic of Kazakhstan or on other grounds established by the legislation of the Republic of Kazakhstan.

4.4. The card is issued using the E-PIN technology, which consists in setting a PIN code by the Client on his card through the Bank's website, after confirming a one-time SMS code received from the Bank on his mobile phone. The self-set PIN-code should be memorized. The Cardholder undertakes to keep the Card securely, not to hand it over for use to third parties, not to disclose his PIN code to third parties during the entire period of use of the Card. A card presented by an unauthorized person is subject to seizure in accordance with the established procedure.

4.5. The card is issued with an inactive status, which is one of the security levels before it is delivery to the cardholder. After receiving the card, the cardholder must activate the card by performing an operation with the introduction of a PIN code. Activation of the card is carried out personally by the cardholder and brings the card into working condition for performing transactions with its participation. The Card is valid from the moment of activation by the Client and until the last day inclusive of the month indicated on the front side of the respective card.

4.6. If the Client fails to come to the Bank to receive the card within 3 (three) consecutive months from the date of submission of the relevant application on the basis of which the card was issued, the Bank cancels the card. The card is not transferable to third parties for use.

4.7. Reissue of the card is carried out on the basis of a written application of the Client in case of expiration/loss/theft/damage of the card, change of surname and/or given name by the cardholder, in case of using the card in countries with a high level of card fraud and in other cases at the initiative of the Bank or Client. Reissue of the card is carried out in accordance with the current tariffs and the terms of the Agreement on the day of the reissue.

4.8. After using the card in countries with an increased level of card fraud, the Client, within 7 (seven) working days from the date of termination of using the card in such countries, must contact the Bank to reissue the card. In case of non-compliance with the specified requirement and in case of occurrence in connection with this case of unauthorized use of the card, all expenses of the Bank, as well as damage caused to the Bank, shall be subject to unconditional compensation by the cardholder. In this case, the damage caused to the Client as a result of non-compliance with the specified requirement is not subject to compensation by the Bank.

4.9. The card indicates the month and year of its expiration. The card is valid until the end of the last day of the month of the year indicated on it. Card transactions are not performed on expired cards. All expired cards are blocked and subject to return to the Bank.

The Bank notifies the Client about the expiration of the card 30 (thirty) calendar days before the expiration of the card. Notification can be made by phone call and/or SMS to any mobile phone number specified by the Client in the application and/or the Agreement, or by e-mail to the address specified by the Client in the application and/or the Agreement. Call, message can be made on weekdays from 9-00 to 18-00 local time.

4.10. In case of expiration of the card, the Bank automatically reissues the card for a new period. In case of refusal to use the card further, the cardholder shall submit a respective written application to the Bank and return the card to the Bank, including all additional cards.

4.11. At the request of the Client, the Bank may issue a non-personalized card (instant issue card) by relinking a non-personalized card previously issued by the Bank. It is made and issued in a simplified way on the day of receipt of the application from the Client. An unnamed card is issued in accordance with the Bank's tariffs on the day of receipt of an application for issue from the Client. A feature of a non-personalized card is the absence of the name and surname of the cardholder on the plastic, however, information about it is entered into the internal system of the Bank, which allows the cardholder to be identified by the number of the non-personalized card. Only the validity period, card number, logos of the Bank and the International Payment System are indicated on a non-personalized card, in addition, the identifier of a non-personalized card can be indicated.

## **5. PROCEDURE FOR CARD OPERATIONS**

5.1. The Bank ensures card servicing, uninterrupted functioning of systems and electronic devices over which it has direct control, and takes all possible measures to restore service in case of its suspension for reasons beyond the Bank's control. The Bank, by sending an SMS message to any mobile phone number indicated by the Client in the application, notifies the Client about card transactions following the results of the card transaction, charging, in accordance with the procedure established by the Agreement, a commission for such notification (or without charging) in accordance with the Bank's tariffs. The message can be sent on business days and business hours.

5.2. If a card transaction is carried out in one currency, and the card account is maintained in another currency, the withdrawal of money from the card account is carried out after converting the currency of the card transaction into the currency of the card account. The currency of the card transaction is converted into the account currency in accordance with the agreements concluded between the participants of the payment system. When performing a card transaction in a currency other than the currency of the card account, the Bank shall reflect on the card account using the foreign currency exchange rate established by the Bank on the day of the transaction.

5.3. If a card transaction is performed outside the Republic of Kazakhstan, then the card transaction is carried out in accordance with the rules of the International Payment System (IPS). The amount of a card transaction made through the IPS in a currency other than US dollars is converted into US dollars at the exchange rate established by the IPS on the day of settlements with the Bank for this card transaction, or in another manner established by the IPS.

5.4. The Bank has the right to block the authorization amount for the card transaction on the Client's card account until receipt of supporting documents for the card transaction for the period established by the relevant IPS, until it is withdrawn from the card account or until the Bank receives confirmation that the payment for the authorization amount has not been made. At the same time, the amounts blocked on the card account may be withdrawn by the Bank, including after the Bank receives an application to block the card.

5.5. The Bank has the right to refuse to authorize the cardholder's card transaction on the account in the manner and on the grounds established by the legislation of the Republic of Kazakhstan.

5.6. The card cannot be used for any illegal purposes, including, but not limited to, making non-cash payments for goods and/or services prohibited by local law (legislation of the host country), which can be applied to the card holder.

5.7. Currency card transactions are carried out in compliance with the requirements established by the currency legislation of the Republic of Kazakhstan for currency transactions.

5.8. Card transactions in the territory of the Republic of Kazakhstan are carried out only in the national currency of the Republic of Kazakhstan, with the exception of cases determined by the currency legislation of the Republic of Kazakhstan.

5.9. The Client undertakes to unconditionally settle for card transactions confirmed, including, but not limited to: entering the correct PIN code (in cases where the set of PIN code was required during the card transaction), CVC2 code, MasterCard Secure Code and/or the signature of the cardholder, including those carried out using the card using the contactless payment technology, in accordance with the terms of the Agreement, and/or confirmed by entering the correct SecureCode password, and/or carried out by

indicating the card details when making card transactions on the Internet, if there was no prior the card was blocked on the basis of an application for blocking or annulment of the card.

5.10. It is not allowed to influence the card with unfavorable factors: electromagnetic fields (proximity to displays, magnetized or containing magnets, such as keys, magnetic locks on bags, etc.), mechanical damage (scratches, contamination, overheating, for example, with sunlight and etc.), which may damage the record on the magnetic stripe and/or microprocessor of the card and make it impossible to carry out card transactions. The card should be stored in ways that protect it from external influences, do not use excessive force when handling it.

5.11. In cases where the cardholder makes a purchase(s) through the PTN, the cardholder must present an identity document where applicable. Payment for goods and services on the global Internet is carried out on the terms and in accordance with the procedure in force in the relevant online store that accepts cards for payment.

5.12. When carrying out cash withdrawal operations at an ATM, the cardholder should verify whether he services cards of Mastercard payment systems, using the available logos placed on the ATM. The card must be entered into the ATM acceptor face up, and then carefully follow the instructions on the ATM display to avoid errors. The ATM screen indicates the sequence of actions for performing transactions. In case of non-standard situations, the cardholder must immediately contact the ATM servicing company by calling the phone number indicated on the ATM and/or using the numbers indicated on the reverse side of the card.

5.13. When withdrawing cash, you should not delay the withdrawal of banknotes from the ATM, as for security purposes, the ATM may record that the money is forgotten and the money will be delayed. In case of detention of money by an ATM, you must contact the Acquiring Bank with a written application.

5.14. If there are objections to the card transaction, the cardholder has the right to apply with a written application to the Bank, which, in case of the request acceptance for an unauthorized payment or other claim, appears before the IPS on behalf of the cardholder, attaching the available documents (slips, checks, etc.). Claims of the cardholder regarding the performed card transaction, incl. any other appeals of the card holder to the Bank are considered by the Bank within the time limits established by the legislation of the Republic of Kazakhstan. If the claim of the card holder is justified, the Bank, on the basis of the investigation carried out within the time period provided for by the IPS, may cancel the corresponding card transaction, if such cancellation is possible.

5.15. If the application for an unauthorized payment or other claim of the cardholder is justified, the Bank restores the amount of the card transaction on the account and reimburses the Client for other documented damage within 10 (ten) business days from the date of completion of the consideration of the claim.

5.16. The Bank considers the Client's requests, in the event of disputes on the card, within a period not exceeding 30 (thirty) calendar days from the receipt date of the Client's application for transactions conducted within the Republic of Kazakhstan, and also not more than 45 (forty-five) calendar days from the receipt date of an application in case of using the card outside the Republic of Kazakhstan.

5.17. Claims for disputed card transactions are accepted by the Bank no later than 45 (forty-five) calendar days from the date of the card transaction with the cardholder attaching supporting documents if available (slips, checks, etc.). Otherwise, the completed card transaction is considered confirmed, claims may be rejected by the Bank.

## **6. BLOCKING AND UNBLOCKING THE CARD / PROCEDURE OF PAYMENT UNDER THE AGREEMENT**

6.1. The card is blocked on the grounds established by the legislation of the Republic of Kazakhstan, as well as by this Agreement.

6.2. The Bank has the right to block the card in addition to the cases established by the legislation of the Republic of Kazakhstan, also in the following cases:

1) the presence of circumstances that may lead to unauthorized payments, damage to the cardholder;

2) non-payment by the Client of technical overdrafts and any other of his debts under any of his obligations to the Bank from the moment such debt arises until the full repayment of the amount of the debt, failure to fulfill or improper fulfillment by the Client of any other obligation to the Bank;

3) the use of an incorrect PIN-code more than 3 (three) times in a row by the cardholder during the execution of a card transaction;

4) on the basis of decisions/resolutions of state bodies and/or officials on the suspension of debit transactions on the card account, the seizure of money on the card account.

6.3. The Cardholder is obliged to ensure the possibility of prompt contact of the Bank with him to determine the degree of legitimacy (authorization) of certain card transactions (participation or non-participation of the cardholder in them).

6.4. In order to prevent the risk of unauthorized use of the card, in case of loss/theft/or other unauthorized use, including in case of reasonable disagreement with the issuance of an additional card after receiving an SMS message from the Bank about such issue, the Cardholder is obliged to immediately inform the Bank about the discovery of such facts and blocking the card/Additional card by immediately submitting a written application to any branch of the Bank or verbally notifying the Bank. If the identification data is correctly reported, the notification on blocking is considered to be issued by the cardholder, and claims for the consequences of the card blocking are not accepted by the Bank. After the cardholder fulfills the obligations specified in this clause of the Agreement, the Bank, within 20 minutes, blocks the card and stops using the card, as well as takes measures to identify the authorized / unauthorized payment in the manner established by the Bank, including, but not limited to, by carrying out claims work and requesting copies of documents from the Acquiring Bank regarding the transactions performed, in accordance with the rules of the IPS.

6.5. The Cardholder bears all the risks associated with the loss of the card or unauthorized use of the card, in case of failure to notify / untimely notification of the Bank about the loss of the card or unauthorized use of the card.

6.6. Upon detection of a card previously declared lost, the cardholder must immediately inform the Bank about this, and then return the card to the Bank if the Bank has issued a new card to replace it and/or its unblocking is not allowed in accordance with the Agreement.

6.7. The unblocking of a card previously declared lost/stolen/unauthorized by the cardholder is performed by the Bank on the basis of a respective written application to the Bank.

6.8. The card is unblocked in the following cases: if further use of the blocked card is safe for its holder (for example, when a temporarily lost card is found); after the termination of restrictions on the disposal of money on the card account in accordance with the legislation of the Republic of Kazakhstan and on other legal grounds.

6.9. The Bank withdraws the card in the following cases:

1) upon expiration of the card;

2) if the Client fails to fulfill its obligations under the Agreement;

3) if the cardholder refuses to use the card;

4) upon termination of the Agreement with the Client;

5) at the request of the IPS;

6) when the bearer of the card is not its holder.

6.10. When the card is withdrawn, an appropriate act / other document is drawn up confirming the fact of withdrawal of the card.

6.11. The Bank returns the withdrawn card directly to the cardholder after the decision on such return is made by the IPS participant (who withdrawn the card) or by the Bank (in case of delivery of the withdrawn card to the Bank) on the basis of a written application of the cardholder upon presentation of an identity document.

## **7. PAYMENT PROCEDURE UNDER THE AGREEMENT**



7.1. Payment for the Bank's services under the Agreement and other amounts payable under the Agreement shall be made by the Bank withdrawing money from the Client's card account opened with the Bank in any way not prohibited by the legislation of the Republic of Kazakhstan, on the basis of the Client's prior consent to write off money from its current account(s), as well as from any other bank accounts of the Client, or by depositing money in cash through the Bank's cash desk.

## **8. RIGHTS AND OBLIGATIONS OF THE BANK**

### **The Bank is obliged to:**

8.1. Service the Customer in accordance with the current legislation of the Republic of Kazakhstan and regulatory legal acts of the National Bank of the Republic of Kazakhstan.

8.2. Serve the Client during the Bank's business day.

8.3. Timely and correctly make payments and transfers as directed by the Client within the limits of the balance of money on the Account(s).

8.4. Ensure the safety of money and the secrecy of transactions on the Account(s) of the Client.

8.5. Credit the account with money deposited in cash in favor of the Client by third parties in the manner prescribed by law.

8.6. Notify on the refusal to accept the instruction no later than 3 (three) business days from the receipt date of the instruction with an explanation on the reason for the refusal, with payment and other documents subject to return attached.

8.7. Make payments and transfers from the Account(s) as directed by the Client within the limits of the balance of money on the Account(s), taking into account the commission charged by the Bank in accordance with the Bank's Tariffs.

8.8. Notify the Client, or a person authorized by him, on the execution of his instructions by issuing a statement of the Account(s), as well as copies of documents in support of the operations performed by the Bank.

8.9. Keep banking, commercial and other secrets protected by the legislation of the Republic of Kazakhstan, as well as confidential information on the banking operations of the Client. Information on the banking operations of the Client may be provided to third parties in cases provided for by the legislation of the Republic of Kazakhstan.

8.10. Advise the Client on the implementation of banking operations on the Account(s) of the Client.

8.11. Close the Client's Account no later than 5 working days from the receipt date of the application from the Client (provided that there are no unfulfilled claims to the Account(s)).

### **The Bank has the right to:**

8.6. Do not accept the Client's instructions for execution:

- if the Client fails to provide the amount of money on the Account(s);
- in cases of contradiction of the operation with the current legislation of the Republic of Kazakhstan and the regulatory legal acts of the authorized bodies of the Republic of Kazakhstan;
- if the Client fails to comply with the requirements for the procedure for compiling and presenting instructions;
- if the indication contains signs of forgery;
- receipt of instructions outside the business day set for customer service;
- insufficiency of money on the Account(s) for the execution of instructions, taking into account the commission;
- discrepancies on the payment document of the amount in words and the amount in figures;
- expiration of the payment document;
- inconsistencies between the signature and seal (for legal entities, individual entrepreneurs) on the Client's payment document/instruction to revoke or suspend the execution of the instruction and signature in the document with samples of the signature and seal (for legal entities, individual entrepreneurs) of the Client;
- availability of corrections and/or erasures on the payment document;
- if the Client's payment document/instruction to revoke or suspend the execution of an instruction

- contains signs of forgery or defect;
  - if the payment document/instruction of the Client to revoke or suspend the execution of the instruction contains the signature of authorized persons entitled to sign payment documents, made with the use of a facsimile;
  - Contradictions of the transaction with the legislation of the Republic of Kazakhstan and/or regulatory legal acts of the authorized bodies of the Republic of Kazakhstan;
  - other reasons provided for in this Agreement or the legislation of the Republic of Kazakhstan.
- 8.7. Request from the Client additional information and documents regarding ongoing transactions in order to verify compliance with the requirements of the current legislation of the Republic of Kazakhstan.
- 8.8. Directly collect from any Client's Accounts payment for services rendered by the Bank, as well as all arising debts to the Bank. In case of a debt collection other than the currency of the debt to the Bank, convert money at the expense of the Client at the rate set by the Bank on the day of payment.
- 8.9. Inform the Clients about the change in Tariffs by posting announcements in the premises of the Bank 10 (ten) days before the deadline for new Tariffs introducing.
- 8.10. In the event that the fact of erroneous crediting of money to the Account (s) of the Client is established debit money from the Account(s) of the Client without acceptance.
- 8.11. Follow the instructions to withdraw money from the Client's account(s) without his consent in cases provided for by the current legislation of the Republic of Kazakhstan.
- 8.12. Follow the instruction to suspend operations on the Client's Account(s) in cases provided for by the current legislation of the Republic of Kazakhstan.
- 8.13. Refuse to open an Account in case of suspicion or discovery of a dubious source of origin of money (money received as a result of illegal activities).
- 8.14. Close the Client's Account(s) in case of lack of money for more than one year.
- 8.15. Require the Client to put additional details in payment documents, if these requirements are provided for by the legislation of the Republic of Kazakhstan.
- 8.16. Request from the Client any documents and other information on payments and money transfers necessary to exercise control over compliance with the legislation of the Republic of Kazakhstan and regulatory legal acts of the authorized bodies of the Republic of Kazakhstan and refuse to make a payment/transfer without explanation, within the time limits established by law.
- 8.17. Collect without acceptance from any Accounts of the Client payment in accordance with the procedure established by Section 5 of this Agreement for the services provided by the Bank, as well as all arising debts to the Bank. If debt is collected in a currency other than the currency of the debt to the Bank, convert at the expense of the Client at the accounting (market) exchange rate established by the Bank at the time of debt collection.
- 8.18. If the Bank establishes the fact of an erroneous transfer of money to the Client's Account(s), their collection is carried out in accordance with the legislation and regulatory legal acts of the authorized bodies of the Republic of Kazakhstan.
- 8.19. Refuse to open an Account in case of suspicion or discovery of a dubious source of origin of money (money received as a result of illegal activities).
- 8.20. Close the Account(s) without the Client's application in case of of money absence on the Account(s) for more than 1 (one) year.

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

### **9.1. The Bank has the right to:**

9.1.1. suspend and/or refuse to conduct transactions on the Client's card account in cases provided for by the Agreement and other agreements concluded between the Client and the Bank, as well as in cases provided for by the legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan "On Counteracting Legalization (laundering) of proceeds from crime and the financing of terrorism", namely:

a) if in the studying process of the operations performed by the Client, there are suspicions that they are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;

b) the presence of information about the Client in the list of organizations and persons related to the financing of terrorism and extremism, compiled by the authorized state body (hereinafter - the List);

c) if one party/participant in an operation/transaction or obligation under a transaction is a person included in the List/a person registered/located in a country with significant money laundering and terrorist financing risks, defined by an international organization or a foreign state, or if in the performance of this transaction / such person is involved in the transaction;

#### 9.1.2. Suspend and/or terminate the Agreement:

a) when closing the card account of the Client, on the grounds and in the manner provided for in this Agreement, as well as the legislation of the Republic of Kazakhstan;

b) upon the Client's application for termination of the Agreement, submitted in accordance with this Agreement, and provided that there are no circumstances preventing the termination of this Agreement in accordance with the agreements concluded between the Bank and participants of payment system and the legislation of the Republic of Kazakhstan;

c) upon cancellation of all cards issued under this Agreement upon termination of the Agreement and/or upon closing of the card account on the grounds and in the manner provided for by this Agreement, as well as the legislation of the Republic of Kazakhstan;

d) availability of information about the Client in the List;

e) if one party/participant in the operation/transaction or obligation under the transaction is a person registered/located in a country with significant risks of money laundering and terrorist financing, determined by an international organization or a foreign state, or if such a person is involved in the execution of this operation/transaction;

f) if in the studying process of the operations performed by the Client, there are suspicions that they are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;

g) if the Client refuses to provide the documents and information necessary for the due diligence of the Client, as well as consent to the collection, processing and transfer of data / personal data of the Client to the Internal Revenue Service in accordance with the requirements of the Foreign Account Tax Compliance Act (hereinafter - FATCA), and the Organization for Economic Cooperation and Development (hereinafter - OECD), in accordance with the requirements of the Common Reporting Standard (hereinafter - CRS), including through the authorized state bodies of the Republic of Kazakhstan, except in cases where such closure is not allowed in accordance with the requirements of the legislation of the Republic of Kazakhstan;

9.1.3. in accordance with the Rules of the IPS refuse to consider applications on disputable situations;

9.1.4. unilaterally and extrajudicially refuse to establish new and continue current business relations with the Client, conduct any operations of the Client and operations carried out in relation to this Client, if the Bank believes that the requirements of this Agreement, the legislation of the Republic of Kazakhstan may be violated and foreign countries affecting the activities of the Bank, internal procedures and conditions of the Bank, which are public, and the correspondent bank, as well as in the event of sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Bank and the Client;

9.1.5. request from the Client any documents and any information necessary for the Bank to carry out transactions on the account(s), to comply with the requirements of the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, as well as to collect, process and transfer the Client's data/personal data to the US Internal Revenue Service in accordance with the requirements of FATCA and OECD, in accordance with the requirements of CRS, including through the authorized state bodies of the Republic of Kazakhstan;

9.1.6. exercise other rights provided for by the legislation of the Republic of Kazakhstan and the Agreement.

9.2. The Client has the right to:

9.2.1. manage the money on the account at its own discretion, taking into account the requirements and restrictions established by the Agreement and/or the legislation of the Republic of Kazakhstan;

9.2.2. apply to the Bank with a written application to close the card/terminate the Agreement at least 30 (thirty) calendar days before the expected date of closing of the card/termination of the Agreement, provided that there are no circumstances that impede in accordance with the agreements concluded between the Bank and the participants of payment systems, the Agreement and the legislation of the Republic of Kazakhstan to close the card/terminate the Agreement;

9.2.3. exercise other rights provided for by the legislation of the Republic of Kazakhstan and the Agreement.

9.3. The Bank undertakes to:

9.3.1. provide, at the written request of the Client or his authorized representative, a monthly account statement (on payments and other transactions carried out using the card) by the servicing branch of the Bank, which, as agreed by the Client, is handed over personally when visiting the branch. The Bank fails to receive written claims from the Client on the statement within 5 (five) working days from the date of its receipt is considered a confirmation of the correctness of the information indicated in it;

9.3.2. upon receipt of the Client's instruction to conduct transactions 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;

9.3.3. in case of the Client's request, provide information about the payment service provided.

9.4. The Client is obliged to:

9.4.1. make payments under the Agreement, in the manner prescribed by it;

9.4.2. when using the card, comply with the rules for making payments / transfers and processing payment documents, conducting foreign exchange transactions, and other requirements established by the Agreement and the legislation of the Republic of Kazakhstan;

9.4.3. periodically monitor changes/additions to the Bank's tariffs by reviewing them at the Bank's branch and/or on the Bank's website;

9.4.4. before leaving the Republic of Kazakhstan and if it is necessary to remove / change the spending limits on the card, contact the Bank in writing, and when leaving for a long time, provide the Bank with the necessary information (period of stay, country of residence) and a contact phone number necessary for the Bank to maintain contact with Client;

9.4.5. after visiting countries with a high level of card fraud, within 7 (seven) calendar days from the date of arrival in the Republic of Kazakhstan, apply to the Bank in order to block and reissue / replace the main / additional card with a new one according to the Bank's tariffs. In case of non-compliance with the specified requirement and in the event of fraudulent transactions with this card, all expenses of the Bank are subject to reimbursement by the cardholder unconditionally, within the period specified in the written request of the Bank sent to the cardholder;

9.4.6. in case of erroneous crediting of money to the Client's account or erroneous receipt of money using a card through an ATM in excess of the amounts of money requested by the cardholder and indicated in the ATM control receipt (regardless of the reason for such erroneous crediting / receipt), the Client undertakes to return the money to the Bank no later than 3 (three) business days from the receipt date of the bank account statement, or from the date the Bank sends the relevant notification on the return of erroneously credited/received money;

9.4.7. not to use the card account for carrying out transactions related to the Client's entrepreneurial, advocacy, private notarial activities, the activities of a private bailiff and the activities of a professional mediator, as well as exclude cases on money transfer obtained by criminal means from other persons to the card account;

9.4.8. in case of change of your personal data (last name, first name, details of the identity document, registration address and address of residence, phone numbers, e-mail address, other personal data previously provided to the Bank), personally apply to the Bank with the provision of supporting documents when changing the last name, first name, details of an identity document, address of registration and place of residence, no later than 3 (three) business days from the date of such changes, but in any case before the first (from the moment of the changes) operation;

9.4.9. immediately notify the Bank about a change in the mobile phone number or e-mail address used to receive the SMS notification service;

9.4.10. keep secret and prevent disclosure to third parties of the details of the payment card, PIN code, login, password, one-time (single) code. If they are disclosed to third parties, including due to the failure of the Client to take sufficient measures to keep them secret, the Client bears independently all the consequences and risks associated with this;

9.4.11. provide the Bank with the documents required to open a card account, conduct transactions on a card account, obtain information about the status of your card account, as well as documents requested by the Bank for the purposes of currency control, complying with the requirements of the legislation of the Republic of Kazakhstan on combating legalization (laundering ) proceeds of crime and financing of terrorism, as well as for the collection, processing and transfer of the Client's data / personal data to the US Internal Revenue Service in accordance with the requirements of FATCA and the OECD in accordance with the requirements of CRS, including through the authorized state bodies of the Republic of Kazakhstan. In the event of a change in the information provided when opening a card account with the Bank in accordance with the requirements of FATCA (including that the Client is not a citizen and taxpayer of the United States and OECD countries, has not traveled to the United States for a year, does not have a residence permit, the postal address, the telephone number registered in the USA did not issue a power of attorney for the right to conduct transactions to an individual residing in the territory of the USA), the Client undertakes to notify the Bank independently;

9.4.12. perform other duties stipulated by the legislation of the Republic of Kazakhstan.

## **10. RESPONSIBILITIES OF THE PARTIES**

10.1. For untimely notification on the execution of the Client's erroneous instruction by the Bank, the Client shall be liable for the actual losses incurred by the Bank in accordance with the current legislation of the Republic of Kazakhstan.

10.2. The Bank is not responsible for non-execution of the Client's instructions, if the amount of instructions exceeds the balance on the Client's Account(s), or on other grounds provided for by the current legislation of the Republic of Kazakhstan.

10.3. For untimely notification of the Bank about the amounts erroneously credited to the Account(s) of the Client, if there are relevant attachments to the Account(s), the Client shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

10.4. The Bank is not responsible for the authenticity and reliability of the documents provided by the Client for opening of the Account(s).

10.5. The Bank is a member of the system of mandatory collective guarantee (insurance) of deposits of individuals and acts on the basis of the Certificate issued by the authorized body that provides mandatory guarantee of deposits.

10.6. The conditions for the deposit guaranteeing are determined by the provisions of the current legislation of the Republic of Kazakhstan.

10.7. The Parties shall not be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement and for losses incurred as a result of force majeure circumstances (force majeure), as well as power outages, damage (failures) of the communication line, irregular operation of payment systems, etc.

10.8. All disputes under this Agreement are settled through negotiations between the Parties, and in case of failure to reach an agreement - in the judicial authorities, in accordance with the current legislation of the Republic of Kazakhstan.

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

10.10. The Parties to the Agreement are liable in accordance with the terms of the Agreement, and in the part not regulated by it – with the norms of the current legislation of the Republic of Kazakhstan.

10.11. The Parties are released from liability for partial or complete failure to fulfill obligations if it was the result of force majeure circumstances that arose after the signing of this Agreement as a result of unforeseen and inevitable events of an emergency nature, such as: war and hostilities, natural or other disasters occurring in areas officially recognized as such, the actions of the legislative and/or executive authorities of the Republic of Kazakhstan, the National Bank of the Republic of Kazakhstan prohibiting or restricting activities directly related to the subject of the Agreement, as a result of which it may become impossible to timely fulfill obligations under the Agreement.

10.12. The Bank compensates the Client for the damage associated with an unauthorized payment made after the Bank received, in accordance with the conditions established by the Agreement, a notification on the loss/theft of the card from the Client, in an amount not exceeding the amount of the unauthorized card transaction, subject to the Bank's commissions for the card transaction, by returning it to the Client by means permitted by the legislation of the Republic of Kazakhstan, with the exception of cases established by this Agreement.

10.13. The Bank is liable for a payment made using a card that does not contain an indication of its expiration date, if such payment is made before its expiration date or after its expiration.

10.14. The Bank is responsible for the disclosure of bank secrecy, except for the cases provided for by this Agreement and the legislation of the Republic of Kazakhstan.

10.15. The Bank is not responsible for:

1) actions and/or omissions of third parties that prevented the Bank from fulfilling the terms of the Agreement, if, the Bank in turn has taken all necessary measures to fulfill the terms of the Agreement;

2) refusal of a third party to service the card;

3) the quality of goods, works and services purchased with the card;

4) limits, restrictions and/or additional remuneration on the card set by a third party, which may affect the interests of the Client;

5) the consequences of the cardholder's untimely application to the Bank with a request to block the card;

6) technical failures in the Internet electronic network and other consequences that have arisen in connection with the services obtaining through the card use;

7) losses caused to the Client as a result of operations suspension on the account in accordance with the terms of this Agreement;

8) for damage caused to the card as a result of use in ATMs and other electronic-mechanical devices;

9) for the consequences of unauthorized use of the card (its details) when paying for goods and/or services via the Internet, by postal and/or telephone orders;

10) for the consequences of unauthorized use of cards that arose due to the cancellation/change by the Client of the card spending limit set by the Bank (its details), including due to disabling verification of the CVC2-code/MasterCard Secure Code and opening access to transactions on magnetic strip;

11) for the consequences of independent change of the limits established by the Bank on the card for card transactions by the Client by means of a telephone call to the Bank;

12) for the consequences of unauthorized transactions with the Bank's cards made using a PIN code, CVC2 code, MasterCard Secure Code with confirmation of the correct set of the SecureCode password, including for regular payments and (or) transfers.

10.16. The Client is responsible for:

1) the consequences of the cardholder's untimely application to the Bank with a request to block the card - in full the damage caused to the Bank;

- 2) unauthorized card transaction in the amount of the unauthorized card transaction, subject to the cost of the service provided by the Bank, if the actions and/or inaction of the cardholder led to the unauthorized card transaction;
- 3) violation of the terms of the Agreement;
- 4) the consequences of independent change by the Client of the Bank's established limits on the card for conducting card transactions by means of a telephone call to the Bank;
- 5) consequences of unauthorized use of cards that arose due to the cancellation/change by the Client of the card spending limit set by the Bank (its details), including due to disabling CVC2-code verification, MasterCard Secure Code and opening access to magnetic stripe transactions;
- 6) consequences of unauthorized transactions with the Bank's cards made using a PIN code, CVC2 code, MasterCard Secure Code with confirmation of the correct set of the SecureCode Password, including for regular payments and (or) transfers.

10.17. By signing this Agreement, the Client assumes all risks and consequences that may arise in connection with the restrictions and prohibitions established by the legislation of foreign states and sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Client and his operations (including, but not limited to, related to the type of operation, the country of registration and (or) location of the Client. The Bank is not responsible for these risks and consequences.

10.18. In the event of unilateral termination of the Agreement, the Bank not later than 15 (fifteen) calendar days before the expected date of termination of the Agreement notifies the Client on such termination by sending the Client the appropriate written or SMS notification.

10.19. The refusal of the Bank to establish new and continue business relations, separate business relations with the Client, conduct any operations of the Client and operations carried out in relation to this Client, in accordance with the provisions of this Agreement, is not a basis for civil or other liability of the Bank, including for damages resulting from such refusal.

10.20. For untimely or incorrect debiting of money from the Client's Account(s), as well as untimely transfer of money to the Client's Account(s) by the Bank, the Bank is liable in accordance with the legislation of the Republic of Kazakhstan.

10.21. For untimely notification of the Bank about the amounts erroneously credited to the Client's Account(s), if there are relevant attachments to the Account(s), the Client shall be liable in accordance with the legislation of the Republic of Kazakhstan.

10.22. For untimely notification on the erroneous execution of instructions by the Bank, the Client shall be liable for the actual losses incurred by the Bank in accordance with the legislation of the Republic of Kazakhstan.

10.23. The Bank is not responsible for the authenticity and reliability of the documents provided by the Client to open the Account(s).

10.24. The Bank shall not be liable for damage caused to the Client by persons entitled to manage the Account(s) if the termination of powers of the said persons who lost the right to manage the Account(s) was not documented to the Bank in a timely manner by replacing the document with sample signatures.

10.25. The Bank is not liable for the executed instruction of the Client, if the error in the instruction was made by the Client.

10.26. The Parties establish that the visual correspondence of the seal and signatures on the payment document to the samples declared by the Client in the document with samples of signatures and seals is considered to be a confirmation of their authenticity.

## **11. PROCEDURE FOR USE OF CHECKBOOK AND CASH CHECKS.**

### **11.1. Requirements for the details of a cash check and the correctness of its issuance:**

11.1.1. Section 4 of this Agreement applies to relations related to the issuance of the Bank's checkbook to the Client and the use of cash checks.

11.1.2. When using cash checks, the Parties are guided by the regulatory legal acts of the authorized bodies of the Republic of Kazakhstan.

11.1.3. Forms of cash checks stitched into checkbooks, with the number of forms in 25 (twenty five) pieces, are documents of strict accountability and are made taking into account the mandatory details in accordance with the legislation of the Republic of Kazakhstan and the degree of protection (at least 5-fold), the absence of which entails the invalidity of a cash check.

11.1.4. A cash check is valid for 10 (ten) days from the date of issue

11.1.5. Cash checks are used to receive cash from the Client's Account(s) by the Client in the national currency of the Republic of Kazakhstan tenge (KZ) in accordance with the terms of this Agreement.

11.1.6. The cash check is signed by the person(s) authorized to dispose of the checkbook and must bear the Client's seal (if any).

11.1.7. The Client undertakes to ensure the correct issuance of cash checks, namely:

- follow the sequence of numbers in the forms of cash checks from the checkbook;
- indicate the amount of the check in numbers and words (the amount in words should begin at the very beginning of the line with a capital letter, the word "tenge" (KZT) should be indicated after the amount in words without leaving a free space, the word "tiyn" is not indicated, the free space after writing the amount in numbers and words stroke through with two lines);
- in the column after the words "pay" indicate the surname, first name and patronymic of the person in whose name the check is issued;
- number of the identity document of the person in whose name the cash check is issued, by whom and when issued;
- put down the date of the cash check issue (day and year - in numbers, month - in words);
- affix the Client's signature, as well as the seal (if any), corresponding to the sample in the document with samples of the signature of the Client or a person authorized by the Client to dispose of the checkbook and seal imprint (if any) of the Client;
- in the column "purpose of expenditure" the name of the purpose of the expenditure and the amount to be issued for this purpose are indicated;
- the stub of the cashier's check indicates:
  - the amount of money for which the cash check is issued (the amount is entered in figures), the date of issue of the cash check and the signature of the Client or the person authorized to dispose of the checkbook, and the Client's stamp imprint (if any);
  - the details of the column "purpose of payment" and the columns "Code", "Kbe" and "payment purpose codes" are affixed by the Client in accordance with the requirements of regulatory legal acts of the authorized bodies of the Republic of Kazakhstan;
- if a mistake is made when filling out the form of a cash check by the Client, then the Client must make the inscription "VOID" on this form and its stub diagonally, and put down the date and signature.

11.1.8. The Client undertakes to immediately notify the Bank in writing on a lost checkbook or a lost cash receipt.

## **11.2. The procedure for cash issuing on a cash check**

11.2.1. The Bank may refuse to accept the Customer's check for the following reasons:

- 1) there are noticeable differences in handwriting and ink color on the cashier's check;
- 2) there are errors on the cash check in indicating the details of the cash check;
- 3) the number of the cash check presented for payment does not correspond to the serial numbers of the checks issued by the Bank;
- 4) the check has expired;
- 5) the money order is counterfeit or defective;
- 6) other reasons provided for in this Agreement or the legislation of the Republic of Kazakhstan.

11.2.2. A cash check issued in violation of the requirements established by this Agreement, as well as with errors and/or corrections in filling in the details, is recognized as defective and is not accepted by the Bank.

11.2.3. In case of detection of a counterfeit or defective cash check, an act is drawn up on the detection of a counterfeit or defective cash check, about which the Bank notifies the Client in the manner specified in clause 11.3.2. of this Agreement.



### **11.3. Responsibility of the Parties and the procedure for filing claims in relations between the Bank and the Client when using cash checks.**

11.3.1. The Client is liable for improper use of cash checks, damage incurred as a result of a checkbook transferring or individual unfilled cash checks to another person, loss or theft, as well as due to abuse by persons authorized by the Client to sign cash checks.

11.3.2. The Bank has the right to cancel the checkbook for violations committed by the Client when using the checkbook listed in this Agreement. The Bank's decision to cancel the checkbook for violations committed by the Client shall be communicated in writing to the address specified by the Client in this Agreement.

11.3.3. Upon receipt of a notice on cancellation of a checkbook, the Client is obliged to stop issuing cash checks on the same day and, no later than 3 (three) working days after receiving the notice, return the checkbook with unused cash checks to the Bank.

11.3.4. The Bank shall not be liable for the payment of duly issued cash checks from a lost checkbook, if it has not been notified on the loss in a timely manner.

#### **11.4. Other conditions.**

11.4.1. When the Client closes the Account(s) with the Bank, the Client is obliged to make the inscription "REPAID" on each cash check that has not been used and return the check book with unused cash checks to the Bank.

11.4.2. When returning a check book, the Bank shall make a note in the application for closing an account indicating the numbers of cash checks not used by the Client.

The checkbook is valid until the full use of checks from it.

### **12. COST OF SERVICES AND PROCEDURE OF PAYMENTS.**

12.1. The Bank's services are rendered to the Client in accordance with the Tariffs in force at the Bank, which can be changed by the Bank unilaterally with notification at the Bank's premises 10 (ten) business days before the due date for the introduction of new Tariffs.

12.2. Collection of fees for services is carried out by the Bank by withdrawing money without acceptance from any of the Client's Accounts.

### **13. FORCE MAJEURE**

13.1. The Parties shall not be liable under this Agreement for damage caused as a result of force majeure in the form of natural phenomena and public actions that affected the fulfillment of obligations by the Parties, as well as decisions of authorized bodies that are binding on both Parties, and other reasons beyond reasonable control Parties.

13.2. The Parties are obliged to take all measures in their power to prevent and eliminate, as soon as possible, the adverse consequences specified in clause 13.1. of this Agreement.

### **14. VALIDITY TERM OF THE AGREEMENT**

14.1. This Agreement shall enter into force from the date of its signing by authorized representatives of the Parties and shall be valid for an indefinite period.

14.2. The Parties have the right to terminate the Agreement by notifying the other Party ten calendar days before, provided that the fact of termination does not contradict the legislation of the Republic of Kazakhstan, the regulatory legal acts of the National Bank of the Republic of Kazakhstan and the absence of obligations of the Client to the Bank.

14.3. When the Account(s) are closed, the documents submitted by the Client to the Bank shall not be returned.

14.4. This Agreement is drawn up in Kazakh and Russian languages, two copies, each having equal legal force, one copy for each of the Parties.

14.5. The validity of the Agreement is terminated in cases and in the manner provided for by the Agreement and the legislation of the Republic of Kazakhstan, including at the initiative of the Client on the basis of his written application, in the absence of unfulfilled obligations under the Agreement (except when termination of the agreement is allowed if they exist) and grounds, on which, in

accordance with the legislation of the Republic of Kazakhstan, the termination of the Agreement is not allowed.

14.6. All changes and additions to this Agreement are made by agreement of the Parties in writing, by signing an additional agreement, except as provided in clause 5.1. of this Agreement.

14.7. Closing of one of the Accounts by the Client (in case the Bank opens several accounts for the Client simultaneously under this Agreement) does not entail automatic closure of other Accounts and termination of this Agreement. In this case, the closure of one of the Client's Accounts is carried out on the terms of this Agreement (clauses 8.5. and 8.6.) and is executed by the Client in the form of an Application for the Account(s) closing.

14.8. Within a period of up to 10 (ten) business days from the date the Client submits an application for the Account(s) closing, the Bank closes the Client's Account(s) in accordance with the established procedure. From the day the Account(s) are closed, the Bank stops accepting the Client's payment documents on the closed Account(s) for acceptance, and also stops crediting the incoming money to the Account(s), transferring them to the sender's address.

14.9. In the event of disagreements and disputes regarding the execution of the terms of this Agreement, the Parties undertake to take all necessary measures to settle them out of court. In case of failure to reach mutual agreement between the Parties, all unsettled disputes are considered in accordance with the legislation of the Republic of Kazakhstan.

14.10. In all other respects that are not expressly provided for by this Agreement, the parties are guided by the legislation of the Republic of Kazakhstan.

## **15. OTHER CONDITIONS**

15.1. All disagreements and disputes that may arise from the Agreement or in connection with it, the Parties will, if possible, settle through negotiations. All disputes arising in connection with and in connection with the Agreement are settled in the manner prescribed by the legislation of the Republic of Kazakhstan.

15.2. All notifications, messages under the Agreement are considered to be sent/received properly by the relevant Party if they are sent in writing by hand and/or postal service and/or fax and/or e-mail to the details specified in the Agreement, provided that the selected communication channel provides confirmation on the delivery of a notification/ message to the addressee, unless otherwise specified by the Agreement.

15.3. In all other respects that are not regulated by the Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.

15.4. The Bank has the right to unilaterally make changes / additions to the Bank's tariffs, having previously notified the Client about it 15 (fifteen) calendar days before the entry into force of such changes (and in cases where the period is established by the legislation of the Republic of Kazakhstan - within such a period) by placing changes/additions (including the new version) in the operating rooms of the Bank's branches, on the Bank's website.

15.5. The Agreement is drawn up in the state (Kazakh) and Russian languages, each of which has the same legal force. In case of discrepancies between the texts of the Agreement in the state (Kazakh) and Russian languages, the text of the Agreement in Russian shall prevail.

## **16. DETAILS AND SIGNATURES:**

### **Bank:**

**SUBSIDIARY BANK "KAZAKHSTAN-ZIRAAT INTERNATIONAL BANK" JSC**

Legal address: 132, Klochkov Street, Almaty city, 050057, Republic of Kazakhstan.

Telephones: +7(727)250-60-80, +7(727)244-44-00.

BIN: 930140000323

RTN: 600700148761

IIC №: KZ0588501186794B6700

Correspondent account: KZ23125KZT1001300204 in State Institution "National Bank of the Republic of Kazakhstan"

BIC: KZIBKZKA, Kbe: 14  
Web of the Bank - [www.kzibank.kz](http://www.kzibank.kz)

\_\_\_\_\_ (*position*) \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ (*Full name*) \_\_\_\_\_  
seal

**Client:**

\_\_\_\_\_ (*full name*) \_\_\_\_\_

Actual address: \_\_\_\_\_

Phones: \_\_\_\_\_

e-mail: \_\_\_\_\_ @ \_\_\_\_\_

IIN: \_\_\_\_\_

IIC No. \_\_\_\_\_ in “\_\_\_\_\_ Bank” JSC

BIC: \_\_\_\_\_

Kbe: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ (*full name*) \_\_\_\_\_

**LEGAL ADDRESSES AND DETAILS OF THE PARTIES**

		<b>CLIENT</b>
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Seal

\_\_\_\_\_  
 (authorized person's signature)

\_\_\_\_\_  
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