

*Standard form of  
Integrated Banking Services Agreement for individuals*

**Approved by:**  
*Management Board of First Heartland Jusan Bank Joint Stock Company  
Minutes No. 24-22 dated "23" February 2022  
Board of Directors of First Heartland Jusan Bank Joint Stock Company  
Minutes No. 04/03/22-01 of "04" March 2022*

## **INTEGRATED BANKING SERVICES AGREEMENT for an individual**

### **SECTION I. GENERAL**

This Integrated Banking Service Agreement for an individual (hereinafter - the Agreement) defines standard terms and conditions of providing services by First Heartland Jusan Bank Joint Stock Company (hereinafter - the Bank) for individuals not engaged in entrepreneurial activities (hereinafter - the Client) in accordance with the legislation of the Republic of Kazakhstan (hereinafter - the RK) and internal documents of the Bank, establishes rights, duties, responsibilities of the Parties, as well as other features of legal relations between the Bank and the Client (as defined below).

This Agreement replaces the Integrated Banking Service Agreement for the individual, approved by the Management Board of the Bank (Minutes No. 24-20 dated February 26, 2020) and the Board of Directors of the Bank (Minutes No. 16/03/20-01 dated March 16, 2020), the Family Card Service Agreement for the individual, approved by the Management Board of the Bank (dated June 02, 2023), except for the following sections of the Agreement: "Section V. Opening and Maintenance of Current Account, Issuance and Maintenance of Credit Card, Establishment of Credit Limit" and "Section. VIII Opening, Maintenance and Closing of Current Accounts for Borrowed Funds", from the date specified in the notifications sent to the Client in accordance with the terms and conditions of the specified Integrated Banking Service Agreement of the individual. This provision applies only to Clients who received lending products prior to the entry into force of the Agreement.

The Client and the Bank are jointly referred to in the Agreement as the "Parties" and separately as the "Party". The Bank is a member of the compulsory deposit insurance system, as evidenced by Certificate No. 16 dated "02" April 2021. Money placed on the Account is subject to compulsory guarantee only in cases stipulated by the legislation of the Republic of Kazakhstan.

Obligations of the Bank to return the balance of money on the Account, in case of forced liquidation of the Bank shall be subject to compulsory guarantee of deposits in accordance with the legislation of the Republic of Kazakhstan (hereinafter - the RK).

The organization performing the compulsory guarantee of deposits is the Kazakhstan Deposit Insurance Fund JSC (hereinafter - the KDIF). Payment of the deposit coverage is made by the KDIF through the agent banks selected from the preliminary list of agent banks for the payment of the deposit coverage. Payment is made in the amount of balances on savings deposits in national currency, on other deposits in national currency and on deposits in foreign currency of the balance on the Account, in the amount and manner prescribed by the legislation of the Republic of Kazakhstan and in accordance with the requirements of the KDIF in accordance with Annex No. 3.

In case of changes in the terms of guarantee in connection with changes in the legislation of the Republic of Kazakhstan and changes made by KDIF, the Bank shall have the right to apply to the Agreement the accepted terms of guarantee.

The following types of banking services are provided under the Agreement:

- opening, maintenance and closing of bank accounts;
- issuance and servicing of payment cards;
- electronic banking services;
- opening and servicing of unallocated bullion account.

The Agreement is a contract of adhesion, concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, which conditions are the same for all Clients and can be accepted by the Client by acceding to the Agreement as a whole on the basis of the Application according to Annexes No. 1 and 1-1) to the Agreement or on the basis of other documents, concluded by the Client with the Bank. At that, the Application and the Agreement are a single document from the moment of acceptance by the Bank of the Client's Application. The Client is deemed to have joined the Agreement at remote servicing after the Corresponding Identification of the Client and providing the Client with the corresponding access to the electronic banking services.

1. By signing the Application, the Client:

1) confirms that:

a) has read, understood and accepted the terms of the Agreement in full, without any comments or objections, undertakes to fulfill the terms of the Agreement in a timely manner and in full scope, understands and accepts the possible adverse consequences of their non-performance and/or improper performance;

b) The Agreement does not contain any onerous terms on which he/she, based on his/her reasonably understood interests, would not accept;

c) has no right to refer to the absence of his signature in the Agreement as a proof that the Agreement was not read/understood/accepted by him/her, if the Bank has an Application, signed by the Client, or another document concluded by the Client with the Bank, containing the terms of adherence to the Agreement;

d) all the procedures required to enter into the Agreement and receive banking services specified in the Agreement have been complied with;

e) conclusion of the Agreement and execution of its terms, including opening of a bank account under the Agreement, issuance and maintenance of the Payment Card will not violate and will not lead to the violation of any norm of the legislation of the Republic of Kazakhstan and/or the legislation applicable to the Client;

f) issue/blocking/re-issue/service of Payment Cards, opening/keeping/closing of bank accounts, shall be performed through the Communication Channel with application of identification means (including the application of the Client through the partners of the Bank) and shall be considered equivalent to a written application certified by the signature of the Client;

g) payment cards, personal identification numbers to them, issued by the Bank within the framework of the Agreement, as well as Account details have been received, checked, there are no comments and additions;

h) is acquainted with the Rules of payment card use and Tariffs, agrees with the order of their change and the size of the Tariffs;

2) gives its unconditional and irrevocable consent:

a) use by the Bank of facsimile signature copying means, application of electronic digital signature, Means of Identification when signing/marketing Applications, Statements, applications, certificates, contracts and other documents, which are recognized as equal to the handwritten signature of an authorized person of the Bank;

b) to use the seal in electronic form by the Bank when signing/marketing Applications, Statements, receipts, certificates and other documents;

c) to take photos/video/audio recording and further use of audio/video recording, photos of the Client (the personal data of the Client) for the purposes specified in the Agreement;

d) for the collection by the Bank from all sources, processing, including cross-border transfer by the Bank of any information about the Client, including that constituting banking and other secrets protected by law, personal, biometric and (or) other data of the Client (his/her representative) (hereinafter - Information), both using automation and without it, disclosure of Information to third parties, their agents and other persons authorized by them, to transfer and receive Information to/from credit bureaus, during the term of this Agreement in order to conclude and within the framework of execution of the Agreement and (or) other transactions with the Bank, including due performance by the Client of his obligations thereunder, as well as in connection with the occurrence or possibility of occurrence between the Bank and (or) the Client and (or) third parties, including with whom the Client and (or) the Bank is (are) bound by circumstances or relations, any relations, including, but not limited to those related to rendering banking and other services, including the performance of any actions/transactions prior to and in the course of rendering them (on valuation and/or insurance (if provided for), etc. etc.); sending notices, demands, as well as informing, including about the services of the Bank; requesting and receiving any information and data; as well as in other cases where there is/is a need to collect, process, transfer and disseminate Information;

e) to correction of his/her personal data by the Bank in case of changes thereof (surname, name, address and other data referred to the personal data of the Client), if such will be entered in the Databases of authorized bodies;

f) to provide/transmit and receive Information by the Bank from/in official/legal sources, including state databases of authorized bodies (hereinafter - GDB), to receive Information by the Bank from any possible, public sources, including information containing tax secrets in accordance with the Tax Code, as well as other types of legally protected secrets directly and through credit bureaus/third parties, RSE "Kazakhstan Interbank Settlement Center" (hereinafter - KISC), official websites of authorized state bodies (e-government portal of the Republic of Kazakhstan/Electronic Licensing and other official sources), other organizations and persons provided through credit bureaus, credit bureaus with which the Bank has an agreement on providing and receiving information, the Identity Processing Center (hereinafter - IDPC) based on KISC and other organizations/institutions entitled to receive/provide Information - in order for the Bank to obtain relevant and reliable information about the Client, necessary for his identification, including remote identification using biometric indicators;

g) to conduct a preliminary analysis by the Bank using confidential information about the Client from all legal sources (GDB, e-government portal of the Republic of Kazakhstan/Electronic Licensing, GDB and others) in order to meet the legal requirements and prepare proposals on the products/services of the Bank;

h) to provide/issue Information to/from credit bureaus with which the Bank has concluded an agreement on providing and receiving information and other organizations/institutions to the Bank directly or through third parties Information, including that which will be received in the future;

i) to receive by the credit bureau, the Information about the Client from the GDB, IDPC as well as from official and legal sources (the portal of the Electronic Government of the Republic of Kazakhstan/Electronic Licensing, official sites of the authorized state bodies and other official sources) from the GDB operators/owners, including the information containing the tax secret in accordance with the Tax Code, as well as other types of information protected by law;

j) to receive by the Bank information on balances and movement of money on the individual pension account and other information from the Single Accumulative Pension Fund, and other pension funds and/or NJSC of the State Corporation "Government for citizens", state and non-state organizations, including through credit bureaus;

k) to provide the Unified Accumulative Pension Fund and other pension funds and/or NJSC "Government for Citizens" State Corporation, state bodies and other legal entities carrying out activities on raising pension contributions and pension payments, on payment of pensions and benefits, existing and incoming in the future Information to the Bank directly or through credit bureaus, Information provided by the Organization, carrying out activities related to collection and provision of information on income of individuals, including NJSC "State Corporation "Government for Citizens", provided/received by the Bank from/to credit bureaus - on income, other information, as well as on mandatory pension contributions deducted from income to the Unified Accumulative Pension Fund through credit bureaus and other organizations/institutions entitled to receive/provide the Information;

l) a legal entity engaged in activities related to the provision of public services in accordance with the laws of the Republic of Kazakhstan, to provide Information available and incoming in the future about it to the credit bureaus and to the Bank through credit bureaus;

m) for the Bank to use a cell phone number, name or other data of the Client in order to provide banking and other services to the Client, including before or during the provision of services and the performance of any actions/transactions;

n) The Client agrees that the Bank has the right to refuse to execute an instruction to perform a transaction when a third party authorized by the provider of utilities or other services and/or the provider itself does not confirm the accuracy / correctness of the information filled by the Client in the receipt / invoice for payment of utilities or other services, when the Client does not confirm the accuracy / correctness of the information filled by the Client in the receipt / account for payment of utility or other services, and the Bank shall not be liable for any losses incurred by the Client in connection with the refusal of the Bank to execute such instructions.

2. By acceding to the Agreement, the Client gives unconditional and irrevocable consent to sign (conclude) Applications under the Agreement, applications, documents, any transactions in relations with the Bank (including consent, confirmation, changes in personal details, phone number, other information about the Client, etc.) using the Identification Method, including EDS, unique user ID and password (DISC, QR code, PIN code, USSD/SMS message), via Communication Channels in the manner prescribed in this Agreement. The Client also agrees that the signing (conclusion) of the Application, applications, documents, any transactions in relations with the Bank (including consent, confirmation, changes in personal details, phone number, other information about the Client, etc.) shall also be equated to the transition by the Client in the Mobile Application from the signing (information entry) window (screen) to the next window (screen), including transition using the personal mobile device built-in identification (face recognition, fingerprints, etc.). Signing (conclusion) of Applications, applications, documents, any transactions in relations with the Bank (including consent, confirmation, change of personal details, phone number, other information about the Client, etc.) using the Identification Method or by moving to the next window (screen) of Mobile Application shall be recognized by the Parties as a transaction made in writing, defining the Parties and the content of their will, equivalent to documents in hard copy, signed by handwritten signature and can serve as evidence in court.

At the same time the Client is aware and agrees that when concluding transactions in the ways specified in this paragraph, the Bank shall not be liable for damages incurred by the Client due to the loss, theft, disclosure, transfer to third parties of EDS, unique user ID and password (KSDI, PIN-code, USSD/SMS messages), number / SIM-card of the cell phone used to enter the Mobile application, personal mobile device of the Client and/or other devices used by the Client to receive e-banking services, in this connection the Client undertakes to take measures to exclude the said facts, and in case of their occurrence to immediately notify the Bank thereof.

3. All annexes to the Agreement (if any), applications, applications accepted by the Bank from the Client within the framework of the services provided by the Bank shall be an integral part of the Agreement, unless otherwise stipulated in the text of the application, application, application.

## SECTION II. TERMS AND DEFINITIONS

4. The following terms and definitions are used in the Agreement and its annexes:

1) **Authorization** means permission of the Bank to make payment with the use of Payment card. The procedure for obtaining authorization is established in accordance with the agreements concluded between the participants of the payment card system;

2) **Promotional Bonuses** means conditional units credited by the Bank at the expense of the Bank/Partner to the Bonus Account with withholding of individual income tax at source and social payments in the order and amount established by the legislation of the Republic of Kazakhstan. The value of the Promotional Bonus is set by the Bank in KZT equivalent.

3) **Authenticator** means secret information, unrepeatable items, physical characteristics or their combinations, allowing to confirm the identity of the Customer and (or) the authenticity of the operation, i.e. authenticate;

4) **Authentication**, including **multifactor authentication** means verification of the identity of the client presented by the identifier, as well as confirmation of the authenticity and correctness of the operation, drawing up an electronic document in accordance with security procedure requirements by checking the correspondence of the client

authenticator to the identifier presented by the client;

5) **RPM (refined precious metals)** mean precious metals (gold), processed and purified from impurities and associated components, brought to quality, which meets international quality standards, adopted by London Bullion Market Association or London Platinum and Palladium Market Association and/or quality standards and requirements, established in the member-states of the Customs Union and/or quality standards and technical conditions of the country of origin, as well as coins made of precious metals with a mass fraction of the precious metal of not less than 99.99 percent for gold;

6) **ATM** means an electronic-mechanical device allowing the Client to receive cash, replenish the Account and use other services of the Bank;

7) **Biometrics** means a system of recognizing people based on one or more physical, or behavioral traits;

8) **Biometric authentication** means an authentication procedure that uses the biometric parameters of the client as an authenticator;

9) **Biometric data** mean personal data that characterizes the physiological and biological characteristics of the subject of personal data, on the basis of which his identity can be established;

10) **Blocking of payment card** means a complete or partial ban on payments and (or) money transfers using a payment card, including cash withdrawals from CP/ATMs;

11) **Bonuses** mean conditional units credited by the Bank at the expense of the Bank to the Bonus Account for non-cash payments with the Payment Card/QR to which the Payment Card/QR is linked in accordance with the procedure provided for in the Bonus provision terms posted on the Internet - resource. The value of the Bonus is set by the Bank in the equivalent of tenge;

12) **Web Banking** means software that provides access to electronic banking services via the Internet;

12-1) **Verification** means the procedure of confirmation of the authority (granting access rights) of the Client in order to exercise his/her rights and fulfill his/her obligations under the Agreement.

When carrying out an operation using Token, Verification of the Client is carried out by entering by the Client of the Password in the Mobile device and additional entry, if required, of the PIN (for payments through POS-terminal);

13) **The internal documents of the Bank** mean the documents approved by the authorized bodies/people of the Bank, establishing, amending or terminating the norms (rules) of conduct, designed for repeated application and mandatory for observance/application by the participants of intrabank relations in the performance of their functions/job duties;

14) **Remuneration** means the interest accrued by the Bank for the use of the Loan, as well as for the use of the money placed on the savings accounts of the Clients, at the rates and in the manner prescribed by the laws of the Republic of Kazakhstan, the Agreement and the Tariffs;

15) **Issuance of payment card** means the process of transferring a payment card and Personal identification number to the Client by the Bank and (or) provision of information on its details by the Bank to the Client;

16) **Statement** means a document containing information about payments and (or) money transfers and other transactions, including those made with the Payment Card in accordance with the Agreement;

17) **Issuance of payment cards** means a payment service that provides for the issuance of a Payment Card to the Client;

18) **Business relations** mean the relations with Clients, arising in the process of banking activities of the Bank;

19) **Additional card** means a Payment card issued to the Client or at the request of the Client to a third party, as a means of access to the Account in addition to the main Payment card;

20) **Additional premises** means a structural subdivision of the branch of the Bank located at the address different from the address of the branch of the Bank within one region (city of republican significance, the capital), carrying out a certain range of banking operations on customer service;

21) **Available funds** mean the amount of the unused credit and the own funds of the Client on the Account;

22) **Multicurrency card available funds** mean the amount of balances on the Multicurrency Card Accounts, which are calculated at the moment of authorization at the non-cash currency purchase/sale rates set by the Bank at the moment of request/processing of the payment document;

23) **Bonus Account (BA)** means a non-bank account, which is opened by the Bank to each Client at the moment of the Payment Card issuance, and on which the Bank keeps records of the Bonus and / or Promotional Bonuses operation: accrual, spending, recovery, write-off and active balance balance;

23-1) **Additional Bonus Account (ABA)** means a non-bank account opened by the Bank to the Client at the time of issuing the Family Card and on which the Bank keeps track of the Bonus and/or Promotional Bonuses transactions: accrual, spending, recovery, write-off and active balance;

24) **E-PIN** means the technology of setting PIN, which consists in independent setting of PIN through remote service channels (ATM, Mobile application, Web-banking, etc.);

25) **Salary project** means a service of the Bank for opening current accounts, issuing Payment cards and transferring amounts of salaries and other equivalent payments in favor of the employees of organizations, which have signed the Salary Transfer Agreement with the Bank;

26) **Application** means a document of accession to the Integrated Banking Services Agreement for an individual, submitted by the Client in accordance with the requirements of the Bank in accordance with Annex No. 1,

1-1 to the Integrated Agreement, which is formed on paper and (or) in electronic form, based on which the Client is provided with banking services provided by the Agreement;

27) **Identifier** means a unique attribute of the Client allowing to distinguish it from other clients, i.e. to identify it;

28) **Identification** means comparison of the presented identifier of the Client with the list of registered identifiers;

29) **Withdrawal of payment card** means invalidation and (or) withdrawal from circulation and destruction of payment card by the Bank;

30) **Internet resource** means an Internet resource of the Bank (website) at [www.jusan.kz](http://www.jusan.kz) or other address, the link to which as the official Internet resource of the Bank is provided on the website [www.jusan.kz](http://www.jusan.kz);

31) **Communication channel** means one of the means of information transfer between the Client and the Bank: e-mail (email), SMS messages, telephone, mobile application, Push notifications, telebanking, telephone, ATM, POS-terminal, terminal, Bank branch, Internet resource, personal account, Internet branch and other resources, with identification based on the information about the Client;

32) **Card Transaction** means the implementation through the Payment Card or its details of transactions related to payments, money transfers, receipt of cash, currency exchange and (or) other transactions, under the conditions determined by the Bank;

33) **Client** means an individual who has acceded to the Agreement;

34) **Access code (code)** means a digital code for entering the Mobile application, as well as for the confirmation by the Client of the type and parameters of the service/transaction provided to/performed by the Client;

35) **Code word** means a numeric, alphanumeric or alphanumeric combination selected by the Client and provided to the Bank and used by the Parties to identify the Client, when he/she contacts the Bank by phone and other communication channels with a request to perform certain operations on the products of the Bank;

36) **Conversion** means purchase/sale of foreign currency;

37) **Confidentiality of personal data** means a mandatory requirement of the Bank not to allow its dissemination without the consent of the personal data subject or availability of other legal grounds;

38) **Confidential information** means information about persons, objects, facts, events, phenomena and processes, regardless of their form of presentation with a special protection regime;

39) **DISC** means a one-time code of the dynamic identification system of the Bank, which is a unique sequence of electronic digital characters, created by software and hardware, at the request of the Client when using the services;

39-1) **International transfers** mean cross-border money transfers from the Account to bank accounts of individuals and/or legal entities, opened in foreign countries, by means of IPS services, within the maximum amount established by the currency legislation of the Republic of Kazakhstan. The list of foreign countries, for which the International transfers can be carried out by the IPS is established independently;

40) **Mobile application** means the software installed, running on a mobile device (smartphone, tablet, etc.), which provides the Client with access to the Electronic Banking Services of the Bank;

40-1) **Mobile device** means the mobile device of the Client: smart watch, smartphone, tablet, etc., with NFC technology support, on which the Payment mobile service is installed;

41) **IPS (International Payment System)** means a set of software and hardware tools, documentation and organizational and technical measures to ensure payments and (or) money transfers using the Payment Cards;

42) **Multicurrency Card** means a Payment Card, which provides access to the money placed on the Accounts opened in different currencies;

43) **Unallocated bullion account** means a metal account opened by the Bank for accounting of refined precious metals without indication of their individual attributes (name, assay, manufacturer, serial number and other attributes available on bullion bars), as well as implementation of operations on acceptance, placement and purchase and sale of refined precious metals in impersonal (non-physical) form and not providing for actual movement of precious metals;

44) **Unauthorized transaction** means a transaction (payment, transfer and other) carried out, including with the use of a Payment card by a person who was not authorized to carry out this transaction, or contrary to the laws of the Republic of Kazakhstan. An unauthorized transaction is also a transaction carried out with the use of the Payment Document and forged payment instrument;

45) **Payment Card Number** means a 16-digit number indicated on the front side of the Payment Card, which is one of the details of the Payment Card;

46) **Processing of personal data** means any action (operation) or a set of actions (operations) performed with personal data, including collection, recording, systematization, accumulation, storage, modification, addition, use, distribution, clarification (update, change), extraction, use, depersonalization, blocking and destruction of personal data with or without the use of automation means;

47) **Overdraft (technical overdraft)** means an amount of money spent in excess of its own money balance on the Account, as well as in excess of the credit amount. Overdraft can be formed at the exchange rate difference in conversion transactions, at the difference between the amount of authorization and the amount of financial confirmation on the Card transaction, at transactions without preliminary online authorization in the card system of

the Bank, transactions submitted by acquirers with a delay in the submission terms established by the IPS rules, erroneous/double debiting of amounts from the account and other;

48) **Operation day** means a period of time, according to the schedule of operational services to the clients of the Bank, during which the Bank accepts instructions to transfer money and orders to suspend or revoke such instructions from the Clients and transfers them the messages related to the transfer of money in their favor or in favor of third parties. The duration of the operational day is determined by the Bank independently. The Bank is entitled to change the duration of the operational day. Information about the relevant changes shall be communicated to the Client no later than 3 (three) business days before implementation of such changes by posting information on the Internet resource, as well as by posting information in the operating rooms of the branches of the Bank and their additional premises in a place accessible to the public;

49) **Credited erroneously** means money credited to the Account as a result of execution of an erroneous instruction. The instruction sent by the initiator is erroneous, if the instruction: 1) contains details that do not correspond to the details of the instruction received from the previous sender; 2) is transferred repeatedly;

50) **Partner** means a person with whom the Bank has reached an agreement on partnership (joint) activities;

51) **Personal data** mean any information related directly or indirectly to a certain or determinable natural person (subject of personal data);

52) **Personal Identification Number (PIN)** means a secret digital code assigned to a Payment Card and designed to identify the Client (except for Payment Cards issued electronically);

53) **Provider of the Partner** means an organization directly providing transportation and hotel services, agents of the mentioned organizations, as well as organizations providing the possibility of booking and payment for the mentioned services through the interface of the Partner's web-system;

54) **Cash point (Point of cash withdrawal)** means a specially equipped cash point for carrying out cash withdrawal and/or receipt operations using the Payment card;

55) **Payment Card** means a means of electronic payment, which contains information enabling the Client through electronic terminals or other communication channels to make payments and (or) money transfers or receive cash, or perform currency exchange and other transactions specified by the issuer of the payment card and on its terms. Payment Card is subdivided into debit and credit, basic and additional, issued in electronic form or tokenized version of the card stored on the mobile device and allowing contactless payment transactions using NFC technology (Near Field Communication - short-range wireless data transmission technology);

56) **Payment document** means a document drawn up on paper or formed in electronic form, on the basis of or with the help of which the payment and (or) transfer of money is made;

56-1) **Payment mobile service** means the software of the Provider provided to the Client on the basis of a separate agreement (contract) concluded between the Provider and the Client, which is an application installed on the Mobile Device that allows tokenize the Payment Card, delete the Token, and use the Token for transactions. The functionality of the Payment mobile service, the conditions of its use and the procedure for granting the Client the rights to use it are determined by the Provider. If the Bank acts as the Provider, the Payment mobile service is the Mobile application;

57) **Payment terminal** means an electronic, electronic-mechanical device ensuring the acceptance of payments and transfers, performance of other banking operations, including loan operations by natural persons in self-service mode, as well as the formation of relevant supporting documents;

58) **Counterfeit payment card** means a payment card produced illegally, forged for the purpose of carrying out unauthorized card transactions;

59) **Suspicious transaction with money and (or) other property (suspicious transaction)** means a transaction of the Client (including an attempt of such transaction, a transaction in progress or an already completed transaction), in respect of which there are suspicions that money and (or) other property used for its execution are proceeds of criminal activity, or the transaction itself is aimed at money laundering or terrorist financing or other criminal activity;

60) **User** means a Client of the Bank, who has joined the Integrated Agreement and is using Mobile application, Web-banking;

60-1) **Provider** means a legal entity, which is a producer (developer) of Payment mobile service, which provides on the basis of IPS rules and/or on the basis of a separate agreement with IPS information and technological interaction in the formation, maintenance and use of Token for the purposes of transactions. In addition, the Provider may be the Bank, if the Client uses the software of the Bank;

61) **Loyalty Program** means a set of marketing measures designed to stimulate Customers to use the products and services of the Bank;

62) **POS-terminal** means an electronic, electronic-mechanical device by means of which payment for goods or services in TCP and cash disbursement in CPs is made with the use of a payment card and connection with the information system of the Bank;

63) **Rules of payment card use** mean the rules of card use established by the Bank for cardholders and provided to the cardholder when concluding the Agreement. Rules of payment card usage are available for review in the branches of the Bank and on the Internet resource;

64) **PGEG (Payment gateway of "electronic government")** means an information system that automates the

processes of information transmission on performance of payments within paid services rendered in electronic form. Second-tier banks, participating in the processes of acceptance and execution of payments within the framework of services provision, ensure integration of their own information systems involved in these processes with the payment gateway of "e-Government" directly or through the information system of the interbank money transfer system operator;

65) **TSE (Trade and Service Enterprise)** means an individual entrepreneur or a legal entity that accepts Payment Cards for non-cash payment for the goods and/or services supplied by them. TSEs may impose restrictions on the types of Payment cards accepted for payment, the amounts of transactions and the identification procedure of the Client. The Bank shall not be responsible for and shall not accept any claims from the Client in connection with such restrictions or the Client identification procedure introduced by TSE;

66) **Registration** means the actions of the Client aimed at gaining access to the Remote Service Channel through the Identification Method;

67) **Registration Certificate** means a hard-copy document or an electronic document issued by the Certification Authority to confirm the electronic digital signature's compliance with the requirements set forth in the Law of the Republic of Kazakhstan "On Electronic Document and Electronic Digital Signature";

68) **Payment card details** means the information contained on the Payment card and/or stored in the information system of the Bank, including the number, validity period, name of the payment card system, which allows establishing the belonging of the Payment card to its holder and/or the issuer and the payment card system;

68-1) **Transfer service** means tying the cell phone number to the Payment card in order to send/receive money transfers using the cell phone number of the Client/beneficiary as the details with the service provided by the IPS;

69) **Bank system** means an automated banking system, in which bank loan transactions, Account and/or Payment card transactions are recorded;

70) **Special bank account** means a current account for crediting benefits and social payments paid from the state budget and (or) State Social Insurance Fund, and for crediting alimony for maintenance of minor and disabled adult children;

71) **Identification Method** means an electronic digital signature, dynamic identification, biometric identification or a unique user identifier (DISC, QR code, PIN, USSD/SMS messages, Access code, Code word, cell phone number registered with the Bank) and / or other confirmation of the will of the Client in the manner prescribed by internal documents of the Bank, intended to identify the Client in the process of access and use of remote service channels and used by the Client to perform transactions. The use of the Identification Method certifies the fact of drafting and/or reading, and/or signing by the Client of an electronic message, electronic document, including an agreement in electronic form, concluded through Remote Service Channels; The use of the Identification Method in the transaction is recognized by the parties as a transaction made in writing, determining the parties and the content of their expression of will. The Bank independently determines which of the above Identification Methods will be used in this or that case;

72) **Stop-list** means a list of Payment card numbers prohibited for use and subject to withdrawal when presented for servicing. The stop-list is formed by the IPS on the basis of online (electronic mode) or written applications of the issuers;

73) **Account** means a bank account, including with a Payment Card, as well as an account opened by the Bank to the Client on the basis of the Agreement.

74) **EPS** means express payments service of the Bank of Russia payment system, which allows making transfers between clients of EPS Participants, using as an identifier the telephone number of the recipient of money and the name of the bank of the Russian Federation;

75) **Instant Payments System (IPS)** means a subsystem of the SMEP, in which electronic payments are made in instant mode using simplified or full identifiers of clients of IPS Participants;

76) **System of Mass Electronic Payments (SMEP)** means a payment system of the Republic of Kazakhstan designed for conducting guaranteed urgent payments from the bank account of the client;

77) **Tariffs** mean tariffs and commissions for the services provided by the Bank, valid as of the date of their execution, posted on the Internet resource;

77-1) **Token** means a digital representation of the Payment Card, which is formed after Tokenization of the Payment Card, and which is stored in encrypted form in the IPS secure cloud storage, as well as stored in the memory of the Mobile Device;

78) **Tokenization** means the process of creating a link between the Details of the Payment Card and the Token, which allows unambiguously identifying the Payment Card used for transactions with the use of the Token. Transactions made with the use of Token are equal to the transactions made by the Client with the Payment Card;

79) **Remote service channel** means a channel of remote access to banking services through which customers are served (telephone, Internet, ATM, payment terminal, Mobile application, Web-banking, SMS-notification);

80) **Certification Center** means an organization authorized in accordance with legislation of the Republic of Kazakhstan to certify compliance of electronic digital signature public key with the electronic digital signature private key, as well as confirm validity of registration certificate, enabling the client to sign electronic documents via EDS;

81) **Payment system conditions** mean IPS conditions which are effective for a bank-participant of payments and regulate conditions and procedure of interaction between the Bank and IPS. Terms of the IPS are confidential

information and are not subject to publication;

82) **Participant of the EPS** means a credit organization of the Russian Federation, which is simultaneously a direct participant of the payment system of the Bank of Russia and a participant of the "Mir" payment system;

83) **Branch** means an independent structural subdivision of the Bank, which is not a legal entity, located outside the place of location of the Bank, carrying out banking activities on behalf of the Bank and acting within the powers granted to it by the Bank;

84) **Electronic banking services** mean services related to access of Client to his/her bank account, to loan and post-loan operations through remote access systems in order to receive payment, loan, post-loan services and information banking services;

85) **Acquirer** means a bank or an organization engaged in certain types of banking transactions, which, according to the terms of the agreement with TSE and/or the terms of the Payment document drawn up in TSE when carrying out a Card transaction, is obliged to accept money received in favor of TSE and/or perform other actions provided for by the agreement with TSE. An acquirer is also a bank that issues cash and/or provides other services to the holders of Payment cards who are not clients of this bank to make payments and money transfers using the Payment card;

86) **Electronic Digital Signature (EDS)** means a set of electronic digital characters, created by means of electronic digital signature and confirming the authenticity of electronic document, its ownership and invariability of content, issued by the Bank;

87) **electronic payment services** mean electronic banking services related to payments and (or) money transfers, foreign currency exchange operations with the use of bank account and other types of banking operations, not related to information banking services;

88) **Issuer** means a bank that issues payment cards;

89) **LoungeKey** means a program of access to business lounges/ lounges of airports around the world. Provided to the cardholders of the Bank depending on the terms of issue and service of cards according to the Tariffs. The cost of the service for each visit of a cardholder to a business lounge / lounge is withheld from the payment card account of the Client according to the LoungeKey program tariffs. Information on the names of the business lounges/lounges included in the LoungeKey Program and the tariffs is available on the website <http://www.loungekey.com/jusanbank>;

90) **QR Code** means a technology for providing access to the services of the Bank, transactions, electronic information and transactional banking services, allowing to identify the Client, the data on the product (work, service), details of the Account to which the Payment Card is linked, as well as to provide guidance for transactions performed using visual machine-readable barcodes accepted by the Bank;

91) **Family Card** means a family product of the Bank implying issuance of Additional card(s) and opening of Account(s), providing access to the Mobile application to third parties specified by the Client.

### **SECTION III. GUARANTEEING OBLIGATIONS TO RETURN BALANCES ON BANK CURRENT AND SAVINGS ACCOUNTS**

5. Removed.
6. Removed.
7. Removed.
8. Removed.

### **SECTION IV. ISSUANCE AND SERVICING OF TRANSACTIONS WITH THE USE OF PAYMENT CARDS**

#### **1. Bank servicing of the Client in terms of issue and servicing of payment card**

9. Based on the Agreement and the Application received from the Client, the Bank provides the Client with the following services (hereinafter, in Section IV of the Agreement, the "services"):

1) opens an Account/Special Bank Account to the Client under the terms and procedure stipulated by the Agreement;

2) issues the Payment Card, provides its maintenance, as well as maintains the Account under the conditions provided by the Agreement, and the Client uses the Payment Card in accordance with the Agreement, Payment Card Rules and the internal documents of the Bank, timely repays the debt on the Account, as well as pays for the services of the Bank in accordance with the Tariffs.

10. The Client is familiar with the terms of the Agreement, restrictions/limits on transactions, details of the Bank posted on the Internet resource.

#### **2. Account Opening and Payment Card Issuance**

11. The Client shall issue and use the Payment Card in accordance with the laws of the Republic of Kazakhstan, the Rules for the use of the Payment Card posted on the Internet resource and this Agreement.

Conditions not regulated by this section of the Agreement shall be regulated by other sections of the Agreement.

12. The Bank shall notify the state revenue authorities of the Republic of Kazakhstan on the opening of the Account in cases and in the manner prescribed by the legislation of the Republic of Kazakhstan.

13. The payment card with PIN-envelope (if any) shall be issued to the Client within 5 (five) business days



from the date of submission by the Client of the relevant Application and other documents to the Bank. Payment card is the property of the Bank and, in accordance with the terms of the Agreement, shall be provided to the Client for temporary use and possession. Payment card is subject to mandatory return by the Client to the Bank at the time and in the manner prescribed by the Agreement.

14. On the back side of the Payment card (except for cards issued electronically) there shall be a magnetic stripe with information encoded on it. The impact of adverse factors is not allowed: electromagnetic fields (neighborhood with displays, magnetized or containing magnetic objects, such as keys, magnetic locks on bags), mechanical damage (scratches, pollution, overheating, such as sunlight), etc., which can damage the record on the magnetic strip and lead to the inability to conduct Card transactions in the Authorization mode.

15. On the front side of the Payment Card (except for the card issued in electronic form) there is an integrated circuit with the information encoded on it. The integrated circuit is unaffected by electromagnetic fields and atmospheric influences.

16. The payment card issued in electronic form differs from other cards in that it is not issued on "plastic", and therefore has no hologram of IPS, as well as the panel for the signature of the Client, magnetic stripe and integrated circuit.

17. Details of the Payment Card shall be specified in the relevant Application and/or other documents signed between the Client and the Bank, or may be reflected in the Mobile application, Web-banking, subject to the technical capabilities of the Bank.

18. The Bank may issue Additional card on the basis of the relevant Application of the Client, indicating in it the person to whom Additional card is issued (the list of persons to whom Additional cards are issued is specified in the relevant Application of the Client). All Card Transactions performed using the Additional Card shall be deemed to have been performed by the Client.

19. The Account can be maintained in tenge, euros, U.S. dollars and/or other currency as determined by the Parties in the Application at the will of the Client.

20. The peculiarity of the Multicurrency Card is the access of the Payment Card to several Accounts in different currencies. Currencies to be opened on the Multicurrency Card shall be specified in the Application. At the request of the Client, additional Account(s) can be opened via Mobile application in the currency, if the Bank has such technical capability, to conduct transactions with the relevant transaction currency (Pound Sterling, Chinese Yuan, Turkish Lira, Arabian Dirham, Canadian Dollar, Czech Krona, Kyrgyz Som, Australian Dollar, Swiss Franc, Hong Kong Dollar, Japanese Yen, Singapore Dollar and other currencies). Cash operations on these additional Accounts (Pound Sterling, Chinese Yuan, Turkish Lira, Arabian Dirham, Canadian Dollar, Czech Krona, Kyrgyz Som, Australian Dollar, Swiss Franc, Hong Kong Dollar, Japanese Yen, Singapore Dollar and other currencies) are not conducted. At the same time, the main Account is kept in tenge. Additional card is opened to the Account, the currency of which is tenge.

21. When issuing a payment card with the E-PIN technology, the PIN shall be set by the Client independently in accordance with the instructions posted on the Internet resource.

22. The Client may, subject to the terms and conditions of the Agreement, refuse to use the Payment Card (including before the expiration of the Payment Card). In this case, the Bank's fee paid by the Client for the maintenance of the Payment Card is not refundable.

23. Failure by the Client to submit to the Bank a statement of nonacceptance of amendments and/or additions to the Payment Card Terms of Use within 15 (fifteen) calendar days from the date of informing the Client about the amendments and/or additions to the Payment Card Terms of Use shall mean the consent of the Client to the amendments and/or additions to the Payment Card Terms of Use, which shall come into effect from the date of the Client's informing about the relevant amendments and/or additions to the Payment Card Terms of Use expiration.

24. If the Payment card is not claimed within 6 (six) months from the date of issue, the Payment card and PIN-envelope (if any) shall be destroyed by the Bank in accordance with the internal documents of the Bank.

### **3. Use of the Payment Card and the procedure for transactions in the Account**

25. The use of the Payment Card by a person who is not its holder is unlawful.

26. Month and year of expiry of the Payment Card shall be indicated on the Payment Card. The Payment Card is valid until the last day of the month of the year indicated on it.

26-1. The Bank may allow the Client to perform Tokenization for further Card Transactions using the Token (Mobile Device, on which the Token is stored) in the manner and on the terms specified in Annex No. 2 to the Agreement.

27. Reissue of the Payment Card is carried out in case of expiry / loss / theft / damage of the Payment Card, change of the last name and/or name of the Client (if indicated on the Payment Card), in case of use of the Payment Card in countries with a high risk of card fraud, upon receipt by the Bank notification IPS on compromised Payment Card data and in other cases, on the initiative of the Bank or the Client by his application to the Bank. The list of countries with a high risk of card fraud is posted on the Internet resource.

The Client agrees that during the crediting period the Bank has the right to reissue the Payment Card without further consent of the Client, including in electronic form, if the Payment Card is used to receive and service bank loans provided by the Bank. At that, at the discretion of the Bank, the Payment Card may be reissued at any time before or after the expiration of the Payment Card.

28. Within 3 (three) business days from the date of return to the Republic of Kazakhstan, if the Payment Card is used in a country with a high risk of card fraud, the Client must apply to the Bank to block the Payment Card and its further reissue to a new Payment Card with a new number and a new PIN. The list of such countries is posted on the Internet resource and is changed by the Bank without notice to the Client. In case of non-compliance with this requirement and in the event of unauthorized use of the Payment Card, all costs incurred by the Bank as a result of non-compliance with this requirement shall be reimbursed by the Client. At the same time, the damage caused to the Client as a result of non-compliance with this requirement shall not be compensated by the Bank.

29. In case of refusal to use or expiration of the Payment Card, the Client shall return the Payment Card to the Bank.

30. In order to minimize the Client's risks, the Bank has the right to unilaterally set/change restrictions/limits for certain types of Card transactions using the Payment card (both by types of transactions and by service area), which are posted on the Internet resource. The list of Card transactions depending on the type of Payment cards is determined by the Bank.

31. When paying for goods and services, receiving cash or conducting other debit transactions, the Bank blocks (excludes from the amount of available funds) money in the amount of Authorization. In order to prevent Overdraft, the Client authorizes the Bank to block (exclude from the amount of available funds) money in the amount of Authorization for a period not exceeding 30 (thirty) calendar days from the date of blocking. The Authorization amount may differ from the amount of withdrawal (write-off) on the Card transaction. The Authorization amount is excluded from the amount of available funds until the withdrawal of the transaction amount or until the Bank receives confirmation that the Card Transaction for the Authorization amount has not been made.

32. When conducting a multi-currency card transaction, the blocking of funds at the moment of Authorization for the debit transaction is carried out for the entire amount of the transaction in the following order:

1) for the entire amount of the transaction in the Account in the currency corresponding to the currency of the card transaction, regardless of the sufficiency of money in this Account. In case of insufficiency of money on the Account in the transaction currency, additional (write-off) money from other Accounts of multicurrency card by direct debiting them at the moment of processing the financial document for write-off, with the order of additional (write-off) being performed in accordance with the established priorities according to clause 43 of the Agreement;

2) if there is no Account in the transaction currency, blocking for the entire transaction amount and further debiting is performed from the Account, the currency of which coincides with the currency of settlements with IPS in accordance with the established priorities in accordance with clause 43 of the Agreement;

3) in case of absence of the Account in the transaction currency and in the currency of settlements with IPS, blocking for the whole amount of the transaction and further debiting is performed from the Account in the main currency (tenge) and further in accordance with the established priorities in accordance with clause 43 of the Agreement.

33. When performing transactions using the Payment Card at the end of the reporting period, the Bank shall form a Statement, which can be sent to the Client in one of the ways provided by the Agreement.

34. The Client may use the services provided by IPS Global Customer Support Service, payment for which is made in accordance with IPS tariffs.

35. The Client has the right to make payments and money transfers within the balance of the Account, including from the loan granted on the basis of the loan agreement concluded with the Bank, to other bank accounts (opened in the Bank or in any other bank) through the service used by the Bank for such operations, and in accordance with the Tariffs. If the Client has not paid the Bank's commission in accordance with the terms of the Agreement, and there is not enough money on the Account for the payment and/or transfer of money, taking into account the amount of the Bank's commission to be paid in connection with the payment and/or transfer, the Bank may refuse to perform the Payment document to the Client. The Bank does not perform partial execution of the Payment documents, provided/forwarded by the Client to the Bank.

36. The Account may be replenished by cash or non-cash method in accordance with the legislation of the Republic of Kazakhstan. The Bank shall credit money to the Account only if the Client is fully identified by the Bank as a payment recipient in accordance with the legislation of the Republic of Kazakhstan.

37. When carrying out a Card transaction in a currency other than the Account currency, withdrawal/addition of money from/to the Account(s) is carried out after conversion of the payment (transfer) currency into tenge, and then to the Account currency, at the rate of the Bank at the moment of currency purchase/sale (in case of accounts other than tenge) in accordance with the internal rules of IPS and/or agreements concluded between IPS participants, and the legislation of the Republic of Kazakhstan.

38. Payments and (or) money transfers coming from other banks and from any third parties shall be credited by the Bank to the Account less commissions and expenses related to receipt of such payments or money transfers (if they are to be charged according to the Tariffs), within the terms established by the laws of the Republic of Kazakhstan.

39. The money credited to the Account as a result of execution of an erroneous instruction shall be returned to the sender without the consent of the Client.

40. The Bank has the right to refuse to execute the Client's order, if the documents provided by the Client's order contradict and / or are not executed in accordance with the requirements of the legislation of the Republic of Kazakhstan and / or the Bank.

41. The currency of settlements of the Bank with IPS shall be tenge (when making transactions in the territory of the Republic of Kazakhstan), US dollars (when making transactions in a foreign currency other than tenge and euro), euro (when making transactions in euro, if provided by the relationship between IPS and the Bank). The amount of the Card Transaction executed through IPS in a foreign currency other than US dollars and euros shall be converted into US dollars at the exchange rate established by IPS on the day of processing of the Card Transaction by IPS for subsequent settlements with the Bank on this Card Transaction.

41-1. If the Account is replenished with cash in a currency other than tenge through remote service channels or by making a transfer to the Account, prior to the receipt of payment documents (i.e. actual receipt of money in the Account), the Bank may provide the Client with the opportunity to instantly use the replenishment amount to perform debit transactions, including Card transactions (all or defined by the Bank, at its discretion).

In the event that the Client uses the replenishment amount (performs Card transaction(s) at the expense of the replenishment amount) and/or the replenishment amount is debited from the Account by third parties (payment requests, collection orders, etc.) before the Bank receives payment documents, which are received within 5 (five) business days, the Customer undertakes to reimburse the Bank for the exchange rate difference on the Conversion (if any) (debt) within 7 (seven) business days from the date of the Card transaction on account of the replenishment amount / write-off of the replenishment amount from the Account by third parties, by ensuring the necessary amount of money in the Account. The Client provides the Bank with his irrevocable consent to the debiting by the Bank of the debt on the conversion exchange rate difference by direct debiting the Client's bank accounts opened with the Bank on the basis of the Agreement, which is sufficient proof of the Client's obligation to the Bank to reimburse the exchange rate difference on the Conversion (debt).

The exchange rate difference on Conversion should be understood as the amount of replenishment multiplied by the difference (positive) between the Bank's exchange rate for the purchase of foreign currency in effect at the time of the Card transaction for the replenishment amount / at the time of writing off by third parties from the Account, and the exchange rate of the Bank for the purchase of foreign currency in effect at the time the Bank receives payment documents.

For information on the date of receipt by the Bank of payment documents in respect of the replenishment amount, as well as on the foreign currency purchase rates of the Bank in force at the time of the Card transaction for the replenishment amount and at the time of receipt by the Bank of payment documents, the Client may apply to the Bank.

42. If the currency of the Account does not correspond to the currency of the Card Transaction, the Bank performs the Conversion at the rate of sale/purchase of currency, established by the Bank on the date and time of receipt by the Bank of the Payment Document, drawn up when making a payment using the Payment Card.

43. When carrying out a Card Transaction with the Multicurrency Card, the amount of the transaction is deducted from the Accounts in the following order:

1) if the currency of the Card transaction coincides with the currency of one of the Multicurrency Card Accounts, the write-off is performed from the Account in the currency corresponding to the currency of the transaction. If there is not enough money on the Account in the transaction currency, extra (write-off) of the missing amount from other Multi-Currency Card Accounts by their direct debiting is performed. In this case, debiting (writing off) takes place firstly from the Account opened in tenge, if there is not enough money on it, the remaining amount - from the Account in US dollars, then from the Account in euro, then in order from other Accounts (if any);

2) if the Multicurrency Card does not have the Account in the transaction currency, it is debited from the Account, the currency of which coincides with the currency of settlement with IPS. If there is not enough money on the Account in the currency of settlement with the IPS, the missing amount of money shall be firstly debited from the Account opened in tenge; if there is not enough money on it, the remaining amount - from the Account in US dollars, then from the Account in euro, then in order from other Accounts (if any);

3) if the Multicurrency Card does not have the Account in the transaction currency and the Account in the currency of settlements with IPS, a write-off is made from the Account in the main currency (tenge). If there is not enough money on the Account in tenge, additional debiting (writing off) of the missing amount from other Accounts of the Multicurrency Card by direct debiting them is carried out. In this case, the surcharge (write-off) takes place firstly from the US dollar Account, then from the euro Account, and then in order from other Accounts (if any).

If the amount of money in the Multicurrency Card Accounts is insufficient, the Card Transaction shall be rejected.

When making transfers between the Accounts of one Multi-currency card, the Bank carries out the Conversion at the rate of sale/purchase of currency, set by the Bank at the time of Authorization.

44. When carrying out the currency transactions of the Client, the Bank shall act in accordance with the requirements of the currency legislation of the Republic of Kazakhstan. The Client shall provide the Bank with the documents required to be submitted in accordance with the currency legislation of the Republic of Kazakhstan, concerning the currency transactions of the Client conducted through the Bank, including the documents required for the currency transaction identification.

45. The payment and / or transfer is not carried out in case of insufficiency of money on the Account to make such payment and / or transfer.

46. The Bank shall write off or transfer the money on the Account without additional consent of the Client in

cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement, or applications for automatic money transfer, including on money transfer from the Account to any bank account of the Client/third party on the basis of connection to the service by a standing order of money sender submitted by the Client to the Bank, and also for services of visiting business lounges/lounge lounges under LoungeKey program, and also for other IPS services, provided to the Client on a paid basis.

47. If the Overdraft occurs, the Overdraft amount shall be repaid by the Client within 3 (three) business days from the date of its occurrence. The Bank shall notify the Client about occurrence of the Overdraft by one of the ways provided by the Agreement.

48. The Bank shall be entitled to provide the Client with the Bonus/Account Bonus, unless otherwise provided by the legislation of the Republic of Kazakhstan. The terms of accrual, use, payment of Bonus/Account bonuses depending on the type of Payment card issued are determined by the Bank. The Bank reserves the right to cancel the Bonus/Account Bonus, including the accrued Bonus/Account Bonus, as well as to change the amount and procedure of calculation and payment, including the determination and establishment of any restrictions, without notice to the Client:

- 1) the ways of using and withdrawing Bonuses/Action Bonuses from BA/ABA;
- 2) the period of accrual, accumulation and validity of the Bonuses/Action Bonuses;
- 3) on the list of trade and service enterprises;
- 4) on the types of transactions made on the Payment Card;
- 5) if the Bank suspects that the Client has abused the Bonus/Account Bonuses payment terms, or that the Client has carried out transactions to enrich himself/herself at the expense of the Bonuses/Account Bonuses in contradiction with their purpose and the interests of the Bank.

Information about the terms of granting Bonuses/Account bonuses is posted on the Internet resource and/or communicated to the Client in any other way.

49. In case of cancellation of the Card Transaction, including by returning the purchase by the Client, the Client must return the amount of accrued Bonus/Account Bonus. The Bank may unilaterally withdraw the amount of accrued Bonus/Account Bonus from BA/ABA, in any of the following cases:

- in case of cancellation of the Card Transaction;
- the Bank has erroneously credited the Bonus/Account Bonus, when the Bonus/Account Bonus was not due to the Client;
- if, in the opinion of the Bank, the Client abuses the conditions of calculation and payment of the Bonus/Account Bonus;
- if the Bank suspects that the Client has performed operations with the purpose of enriching himself/herself at the expense of bonuses / actuarial bonuses in contradiction with their purpose and interests of the Bank.

Crediting of Bonuses to the SBA is performed on the date and time of receipt by the Bank of the Payment Document, prepared when making a payment using the Payment Card.

50. The Payment initiated by the Client is considered to be executed by default in case of non-receipt from the Bank of a notice of non-execution of the payment document within 1 (one) operational day, following the day of receipt of the Client's instruction.

51. The Client is recommended to keep all documents (checks, slips, invoices for payment of services, etc.) related to the use of the Payment Card within 120 (one hundred and twenty) calendar days from the date of the Card Transaction, and if necessary, provide them at the first request of the Bank.

52. The Parties acknowledge that the Statement is sufficient proof of the Card Transactions.

53. If, based on the results of the investigation, the Client's claim is found reasonable, the Bank shall cancel the relevant Card Transaction and refund the amount of the Card Transaction, if such cancellation/refund is possible, with the money to be restored to the Client's Account upon completion of full settlement of the disputed Card Transaction with other banks and IPS arbitration.

54. If, based on the results of the investigation, the Client's claim is found unfounded, the cost of disputed transaction through IPS, in IPS Arbitration, as well as the cost of provided copies of supporting documents will be withdrawn (debited) from the Client's Account in accordance with the IPS Fees.

55. The term of consideration of the Client's application, including in case of disputable situations and unauthorized payments related to the use of the Payment Card shall not exceed 30 (thirty) calendar days from the date of application to the Bank, as well as not more than 45 (forty-five) calendar days from the date of receipt of such application in case of use of the Payment Card outside the Republic of Kazakhstan. The term for consideration and preparation of a response to the application of the Client shall be made within the terms established by the legislation of the Republic of Kazakhstan and the IPS Rules. 56.

56. The procedure for the Account/Payment Card transactions may be changed in case of changes in the laws of the Republic of Kazakhstan, IPS Rules and/ or the internal documents of the Bank.

57. The Client may transfer money to the Payment Card in the Mobile App, including via the Transfer Service, (1) by entering the recipient's cell phone number or (2) by selecting the recipient's cell phone number from the Mobile Device's phone book contact list.

At the same time, by signing the Agreement, the Client agrees to provide the Bank with access to the list of contacts in the cell phone book of their Mobile Device in the Mobile Application.

#### **4. Tariffs and mutual settlements of the Client with the Bank**

58. For the services provided by the Bank under the Agreement, the Client agrees to pay the Bank a commission fee (commission) in accordance with the Tariffs in force on the date of the transaction.

59. The Tariffs are posted by the Bank on the Internet site, in the operating rooms of the Bank's branches and their additional premises.

Payment for the services (commission) provided by the Bank under the Agreement shall be made by the Bank by withdrawal (debiting) from all bank accounts of the Client opened with the Bank. At the discretion of the Bank, payment for the services provided by the Bank under the Agreement can be made by the Clients in cash. The Client hereby gives the Bank his/her unconditional and irrevocable consent to write-off by direct debit from any of the Client's bank accounts opened with the Bank in the cases stipulated by the Agreement. Withdrawals (debits) from the Customer's bank accounts in a currency other than the currency of the Customer's liabilities shall be made at the Bank's choice at the rate of sale or purchase of the withdrawn currency set by the Bank, with charging the commission for conversion at the Customer's expense in accordance with the tariffs (including withholding of conversion commission from the converted amount).

60. The Customer agrees that the amounts of the Tariffs for the payment services of the Bank, except for the commissions charged when making international payments and (or) money transfers, may be changed, including upward, as follows, at the discretion of the Bank:

1) only within the limits of the Tariff limits, which are stipulated in the rules on the general terms of the Bank's operations (the rules on the general terms of the Bank's operations are posted on the Internet resource); and/or

2) by sending a notice to the Customer in any of the ways stipulated by the Agreement (including posting information on the Internet resource) about the desire of the Bank to change the amounts of the Tariffs. If within the period specified in the notice of the Bank the Client does not apply to the Bank with a written application for refusal to accept the changed Tariffs, the Tariffs are considered to be accepted by the Client.

At the same time the Client agrees that the Bank may unilaterally make changes and additions to the Tariffs for the services of the Bank, which: (i) are not payment services; (ii) are charged when making international payments and/or money transfers. The Bank shall inform the Client about the changes in such Tariffs by posting information on the Internet resource, as well as in all branches of the Bank and their structural subdivisions.

The Client also agrees that the Bank may unilaterally change the Tariffs by introducing new Tariffs for new products/services of the Bank. The Bank informs the Client about such changes in the Tariffs by posting information on the Internet resource, as well as in all branches of the Bank and their structural subdivisions.

61. The Client is aware that the Salary project has a Tariff that includes several tariff packages, the application of which depends on certain indicators of the employer, in this regard, to the Payment card connected to the Salary project is applied that tariff package (for example, "Basic", "Gold", "Elite" or other package) to which corresponded the indicators of the employer for a certain period. The Client agrees that if his/her Payment card is attached to the Salary project, the Client will be subject to the above mentioned tariff package with the corresponding automatic transitions from one tariff package to another based on the indicators of the employer.

Until the Bank receives a notice from the Client and/or the employer of the Client on the termination of the employment relationship between the Client and his employer, the Client will be applied tariffs under the Salary project. If the Bank receives a notice from the Client and/or his/her employer about the termination of labor relations, the Payment card issued by the Bank is excluded from the Salary project and transferred to the service in accordance with the basic (standard) Tariffs, except for cases of transferring the Payment card issued by the Bank to another Salary project based on the notice of the Client, provided to the Bank, or notice to the new employer of the Client, provided to the Bank in accordance with the contractual relationship between the Bank and the employer.

62. The Bank writes off the amounts of the Card Transactions, the commission of the Bank, the amounts mistakenly credited to the Account/received using the ATM, in excess of the amounts requested by the Client and specified in the control slip of the ATM (including in another currency) at the expense of the amount of available funds.

63. The Client undertakes to return the money mistakenly credited to the Account, or erroneously received using the ATM, in excess of the amounts requested by the Client and specified in the control slip of the ATM, including in another currency (regardless of the reason for such erroneous crediting/receipt), within the period specified by the Bank, if the money mistakenly credited to/received by the Client cannot be written off the Account by the Bank (no money on the Account, etc.).

#### **5. Loss/theft of the Payment Card. Unauthorized Payment Card use**

64. The Client must exclude the possibility of loss/theft of the Payment Card, not to allow disclosure/disclosure of the PIN and other confidential details of the Payment Card, as well as not to transfer the Payment Card to third parties.

65. If the Client detects the loss, theft and/or he/she becomes aware of the unauthorized Payment Card use, he/she must block the Payment Card by contacting the Bank or via Mobile application/Web-banking. The request of the Client to block the Payment Card, received verbally, is considered equivalent to a written request of the Client, received on paper, certified by the signature of the Client. Additionally, the Client may be offered to include the Payment Card in the Stop list. In this case the Client shall reimburse the expenses of the Bank for adding the Payment

Card to the Stop-list in accordance with IPS tariffs. If the Client refuses to add the Payment Card to the Stop List, as well as after the expiration of the period of stay of the Payment Card in the Stop List, the Client shall be responsible for the transactions performed with the Payment Card (its details). At that, the request to block the Payment Card shall take effect after 2 (two) hours from the date of receipt by the Bank of the Client's request to block the Payment Card, the request to enter the number of the Payment Card in the Stop List shall take effect in accordance with the time frame set by IPS.

66. Upon discovery of the Payment Card previously reported as lost/stolen or misused, the Client must immediately notify the Bank in any way and return it to the Bank as soon as possible.

67. The Client bears the risks associated with the loss/theft of the Payment Card or unauthorized Payment Card use in case of failure to notify the Bank about the loss, theft or unauthorized Payment Card use.

## **6. Rights and obligations of the Client**

### **68. The Client has the right to:**

1) to use the Payment Card in accordance with the laws of the Republic of Kazakhstan and the terms of the Agreement;

2) receive Statements on the Account;

3) apply to the Bank to block the Payment Card and/or to remove/change/restore restrictions/limits on the use of the Payment Card;

4) 1 (one) calendar month before the expiration date specified on the Payment Card, as well as immediately in case of loss/theft/misuse of the Payment Card, to apply to the Bank for reissuance of the Payment Card;

5) to instruct the Bank to transfer money from the Account opened for servicing the Payment Card to any bank account / bank account of a third party on the basis of an application for connection to the service "Standing Order";

6) apply to the Bank in case of disputable situations on the received services and receive a reply within the terms established by the legislation of the Republic of Kazakhstan.

### **69. The Client undertakes to:**

1) provide the Bank with accurate and reliable information, as well as documents required for opening of the Account, issue of the Payment Card, in accordance with the requirements of the laws of the Republic of Kazakhstan and the internal documents of the Bank;

2) to properly fulfill his/her obligations under the Agreement and not to use the Payment Card for transactions contrary to the laws of the Republic of Kazakhstan and IPS rules;

3) to pay for the Bank's services in accordance with the Tariffs applicable on the date of the transaction on the Account;

4) ensure safety of the Payment Card, keep secret the PIN and other details of the Payment Card, not to transfer the Payment Card to third parties;

5) immediately notify the Bank in case of erroneous withdrawal or erroneous crediting of money from/to the Account or in case of an Unauthorized transaction, as well as in case of withdrawal of the Payment Card from TSE, CP or ATM;

6) to notify the Bank and return the Payment Card to the Bank in case of termination of use of the Payment Card due to its expiration date and/or termination of the Agreement;

7) bear the risk of misuse of the Payment Card and/or its details by third parties;

8) control the expenditure of money from the Account, prevent the formation of Overdraft;

9) notify the Bank in case of loss/theft/misuse of the Payment Card in accordance with subsection 5 of this Section;

10) to stop using the Payment Card upon receipt of the relevant notice from the Bank and repay the debt on the Account within 5 (five) business days from the date of receipt of the Bank's notice, as well as unconditionally reimburse in full amount the expenses and legal expenses incurred by the Bank related to the violation of obligations under the Agreement by the Client or related to Blocking of Payment Card, including it in the Stop-List (if any) and return the Payment Card to the Bank;

11) after execution of the Payment Document to determine the correctness of such execution and, in case of its erroneous execution, notify the Bank on the error detected within 3 (three) operational days after detection of execution of the erroneous payment, but not later than 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and (or) money transfer. In the notification of an erroneous payment the Customer shall specify the details of the Payment Document and the erroneous details detected by him/her;

12) to return the money within 24 (twenty-four) hours from the moment of detection of erroneously received at the ATM in excess of the amounts requested by the Client and indicated in the control slip of the ATM, as well as erroneously credited to the Account (if detected by the Client) in the manner prescribed by the Bank;

13) within 7 (seven) calendar days from the date of changes in the information submitted to the Bank, including but not limited to changes in personal data, address of permanent registration and actual residence, contact telephone numbers, as well as information that may affect the performance of obligations under the Agreement, notify the Bank of these changes by sending a relevant application to the Bank with the required documents confirming the changes in the information specified in this paragraph;

14) ensure submission of an application to the Bank for receipt of cash in the amount exceeding KZT 1 000

000 (one million) from the Account in the Bank not later than one business day before the scheduled date of their receipt;

15) be responsible for the consequences arising in connection with the use of the Payment Card, for which the Bank has removed or changed any restrictions/limits on service on the basis of the Client's application;

16) receive information from the Bank on disputable situations as a proof of occurrence of the consequences specified in sub-clause 11) of this clause.

## **7. Rights and obligations of the Bank**

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

1) determine at its own discretion the method of issuing Payment cards (electronically, on plastic, etc.), re-issue and provide to the Client that specification (including type, functions, characteristics, design, etc.), which at the time of re-issue is applied/used by the Bank for the Payment cards issued by it under the Agreement;

2) block (exclude from the amount of available funds) money on the Account for the amount of Authorization for a period not exceeding 30 (thirty) calendar days from the date of blocking, in cases stipulated by the Agreement;

3) convert the amount from any of the Client's bank accounts with the Bank in a currency other than the Account currency, as well as from any of the Client's bank accounts with other banks at the exchange rate set by the Bank on the date of withdrawal;

4) block the Payment Card in cases of:

a) receipt of notification from the Client about the loss, theft or unauthorized use of the Payment Card;

b) non-performance/undue performance of the Client's obligations under the Agreement;

c) receipt of IPS notification regarding compromised Payment Card data;

d) to receive confirmation about Unauthorized Transactions with the Payment Card, by the Client and/or other third parties;

e) identification of suspicious/Unauthorized transactions in the course of monitoring by the Bank of the Card transactions, until the circumstances are clarified, including suspicion of erroneous crediting of money to the Account;

f) non-compliance with the Rules of payment card use.

g) absence of money movement on the Account for more than 6 (six) months;

h) the Bank has suspicions of unlawful acts both on the part of the Client and in relation to the Client;

5) confiscate the Payment Card in cases of:

a) non-performance of the Client's obligations under the Agreement;

b) termination of the Agreement;

6) suspend and/or refuse to conduct Card Transactions made/performed on the Payment Card in cases and in the manner prescribed by the legislation of the Republic of Kazakhstan in the field of combating legalization (laundering) of proceeds of crime and terrorist financing;

7) in the manner prescribed by the legislation of the Republic of Kazakhstan, to request the Client to provide documents and information provided for by the legislation of the Republic of Kazakhstan in order to check compliance with the legislation of the Republic of Kazakhstan on combating and laundering of proceeds of crime and terrorist financing, as well as to ensure compliance with the current legislation of the Republic of Kazakhstan by the Bank itself. Without obtaining additional consent from the Client, provide correspondent banks and other financial institutions, including cross-border transfer, information to the territory of foreign countries, including as part of operations as instructed by the Client;

8) within 5 (five) years from the date of termination of business relations with the Client, to keep the documents and information obtained as a result of due diligence, including the file of the Client, account information, and correspondence with the Client, documents and information about transactions with money and (or) other property;

9) the Client, who is a foreign diplomatic and consular official, by acceding to this Agreement, agrees and voluntarily undertakes to provide all information and documents on the Client and his/her transactions, requested by the Bank and necessary for the Bank to comply with international standards on AML/CFT (including, but not limited to the source of origin, the intended use of money on the transactions of the Client). At the same time the Client acknowledges that providing the Bank with this information and documents is a voluntary will of the Client and is not a violation of provisions of the Vienna Convention on Diplomatic Relations of 18 April 1961, and also acknowledges the right of the Bank to request this information and documents on the Client and his operations, necessary for the Bank to implement international standards on AML/CFT, as well as in case of not providing requested documents, the right of the Bank to refuse to carry out the operation and / or terminate the business relationship with the Client unilaterally;

10) suspend transactions on the basis of information that the authorized state body performing financial monitoring and taking other measures to combat the legalization (laundering) of proceeds of crime and terrorist financing has included the Client and/or the beneficial owner in the list of persons involved in terrorist activities, the list of organizations and persons involved in the financing of terrorism and extremism, to the list of organizations and persons associated with the financing of proliferation of weapons of mass destruction in accordance with the legislation of the Republic of Kazakhstan in the field of combating money laundering and terrorist financing;

11) suspend transactions of the Client, as well as refuse to perform the transaction, if the transaction is prohibited by restrictions established by the legislation of the Republic of Kazakhstan, legislation of such foreign states, acts of international organizations (including the United Nations), international sanctions, decisions of courts and other competent authorities of foreign states, or if the party/beneficiary of the transaction is a person on the list of persons subject to international or foreign sanctions;

12) terminate business relations with the Client, without prior notice to the Client and unilaterally extrajudicially refuse to execute the Agreement in part or all of its Annexes, close the Account(s), thereby terminating the maintenance and servicing of the Account(s), in case it is impossible to check the reliability of the information provided by the Client or failure by the Client to provide information and information necessary to update data on the Client (his/her representative), violation by the Client of the laws of the Republic of Kazakhstan, the Client's failure to fulfill his/her obligations related to the account in the Bank, formation of a negative account balance, criminal prosecution or prosecution of the Client, international prosecution of the Client, if there are any sanctions or restrictions imposed by foreign/international/national organizations, including but not limited to FATF, OFAC, UN, if the Bank has suspicions (and the Bank does not have to justify and prove its suspicions) that the Client is involved in terrorist and/or money laundering activities, obtained by criminal means and/or carries out any other activities, which entails or may entail criminal prosecution of the Client and/or the occurrence of other conditions, which may, in the opinion of the Bank, have any negative consequences for the Bank. Upon the occurrence of these events, all obligations of the Client to the Bank are subject to immediate execution. At that, the Bank will not bear any responsibility for the losses of the Client caused by the delay or suspension of execution of the Client's instructions. If possible, the Bank may, but is not obliged to, send the Client a subsequent notice of such withdrawal from the Agreement and closure of the Account(s);

13) Refuse service to the Client in cases where:

- data of the Client and/or the beneficial owner, coincides with the data of the persons specified in the list of persons involved in money laundering and terrorist financing, similarly, if they are in the list of fraudsters or pseudo-entrepreneurs;

- the country of residence of the Customer coincides with the list of countries, which are subject to sanctions or other restrictions that make cooperation with the Bank unacceptable/desirable, or where the anti-money laundering and counter-terrorist financing policy is not duly implemented;

- the Client, for unreasonable reasons, fails to provide information relating to his/her identification or performed transactions, the availability of which is mandatory in accordance with the requirements of the legislation of the Republic of Kazakhstan, international requirements, internal regulatory documents of the Bank;

14) initiate amendments and/or additions to the Agreement / Payment Card Terms of Use / Tariffs in the manner prescribed by the Agreement;

15) not to return the amount paid by the Client for the annual service and/or other fees for the service of the Payment Card upon termination of the Agreement;

16) control the quality of service, to record telephone conversations with the Client when he/she applies to the Bank and/or Call Center of the Bank, as well as to use the recording to confirm the fact of such application, as well as to record a telephone conversation when the Client makes an outgoing call, to confirm operations on the Payment Card and further use the recording of the conversation as a confirmation of this fact;

17) verify the information provided by the Client. Request and receive necessary information and documents from the Client, including for the compliance by the Bank with the requirements of the legislation of the Republic of Kazakhstan in the field of combating legalization of proceeds of crime and terrorist financing, within the period specified by the Bank, at that the Client shall be responsible for the reliability of such information and documents;

18) unilaterally establish/modify/restore limits and restrictions on Card Transactions in order to prevent Unauthorized Transactions (both by types of transactions and by service area) in accordance with the Agreement and the internal documents of the Bank;

19) without obtaining additional consent of the Client, to assign its claim rights, debts under the Agreement to third parties in connection with non-performance/undue performance of the Client's obligations under the Agreement with the transfer by the Bank of all necessary documents and information confirming the validity of the claim, to instruct third parties to recover overdraft under the Agreement and provide them with information and documentation necessary to fulfill the order of the Bank;

20) conduct crediting/withdrawing operations on the Account/Payment Card if:

- a) they contradict the legislation of the Republic of Kazakhstan;
- b) the amount of debit card transaction exceeds the balance of money on the Account;
- c) the Bank or the Client have established limits and restrictions on Card transactions;
- d) the Payment Card is blocked / withdrawn, or its validity has expired;
- e) incorrect/insufficient details for payments and money transfers are indicated;



- f) the Card transaction is unauthorized;
- 21) block the Payment Card in the event of a dispute until its resolution;
- 22) terminate the Agreement, withdraw the Payment Card and close the Account in case of expiry of the Payment Card, non-fulfillment of conditions on re-issue of the Payment Card, provided that the Client has no Overdraft and/or other debts to the Bank, as well as in other cases according to the laws of the Republic of Kazakhstan;
- 23) withdraw from the Account (in case of insufficiency - from any bank accounts of the Client):
- the amounts of the Card Transactions;
  - the commissions accrued in accordance with the Tariffs;
  - money mistakenly credited to/from the Account in excess of the amounts requested by the Client and indicated in the control slip of the ATM (including in other currency);
  - debts on the Account;
  - costs incurred by the Bank to prevent misuse of the Payment Card / its details;
  - the cost of services provided to the Client by the IPS Customer Support Service;
  - amounts of expenses actually incurred by the Bank due to errors of the Client;
  - other types of debts of the Client to the Bank, including for the services of visiting business lounges/lounge rooms under the LoungeKey program and other paid IPS services;
- 24) use the photo image of the Client, biometric data of the Client, identity document and other identifying documents for identification purposes;
- 25) connect the Client to SMS-informing and other ways of informing, which the Bank provides, and send the Client promotional and/or informative messages (including on Card transactions, to improve the quality of services to the Client) via communication channels provided by the Bank (including in the form of SMS-messages, Push-notifications). Payment for SMS messages/Push notifications on Card transactions shall be charged from the Client in accordance with the Tariffs;
- 26) involve the Client with his/her consent for drawings, promotional and / or informational campaigns. At the same time the Client consents to the Bank to publish information about him/her indicating his/her surname, name, patronymic (if any), size, amount of the prize or prize in the media, advertising, information materials, as well as to conduct other activities, directly or indirectly related to the advertising and information activities of the Bank;
- 27) withhold remuneration (commission) of the Bank from the money listed for crediting to the Account (if it is to be charged in accordance with the Tariffs);
- 28) in order to prevent fraudulent transactions to make calls to the Client at any time of the day and night on the telephone numbers specified in the database of the Bank, to which the Client by signing the Agreement gives his consent.
- 29) without prior notice to the Client to suspend the use of the Transfer service/International transfers in case the Client violates / does not comply with the terms of the Agreement, as well as in other cases at the discretion of the Bank;
- 30) request additional information from the Client when making International transfers in accordance with IPS requirements.
71. The Client gives unconditional consent (right) to the Bank to debit / write off from the Account of the Client without the consent of the Client any amounts due to the Bank under any agreement with the Bank, which provides for such right, including when it is necessary for the Bank to make corrective entries on the Account (money mistakenly credited to the Account, amount of commission fees, etc.) and in case of BA/ABA debt. At that, all amounts withdrawn by the Bank from the Account as an offset of debt to the Bank shall be directed to repay such debt in the order stipulated by the legislation of the Republic of Kazakhstan or the relevant agreement.
- 71-1. The Client agrees that the Transfer Service is performed using the cell phone number previously provided to the Bank. The Client may use the Transfer Service only with one Payment Card issued by any bank. In case the Transfer Service is connected to another Payment Card, the previous Transfer Service is discontinued (deactivated).
- 71-2. The Client can use the Transfer Service to send or receive money transfers provided that the bank of the beneficiary/sender of money also uses the Transfer Service. Disconnection from the Transfer Service, replacement of the cell phone number and reconnection to the Transfer Service is carried out on the basis of the Client's application sent to the Bank by the Method of Identification (confirmed by the Method of Identification).
- 72. The Bank undertakes to:**
- provide maintenance of the Payment Card/Account in accordance with the legislation of the Republic of Kazakhstan under the terms provided by the Tariffs, this Agreement and internal documents of the Bank;
  - carry out the instructions of the Client on the Account subject to compliance of the operation with the legislation of the Republic of Kazakhstan and the conditions of the Bank, including:
    - credit money to the Account in cash and/or non-cash form;
    - execute the orders of the Client on conversion operations;
  - at the request of the Client within 10 (ten) business days from the date of receipt of the request to provide the Client with Additional Statements, subject to payment for the service in accordance with the Tariffs;
  - inform the Client about changes in the Agreement conditions/ Rules of payment card use/ Tariffs by posting on the Internet resource, not later than 15 (fifteen) calendar days before the date of enactment of such changes and/or additions;

5) transfer money from the Account of the Client to another bank account of the Client or issue them to the Client in accordance with the instruction received from the Client;

6) consider and prepare a response to the application of the Client within the terms established by the legislation of the Republic of Kazakhstan;

7) resume operations on the Account of the Client after withdrawal by the authorized state body or official of the decision and (or) order on suspension of debit transactions on the Account, act on temporary restriction of property disposal, as well as in the manner prescribed by the Criminal Procedure Code of the Republic of Kazakhstan, the laws of the Republic of Kazakhstan "On counteraction to legalization (laundering) of proceeds of crime and terrorist financing" and "On rehabilitation and bankruptcy". Arrest, imposed on the money on the Account of the Client, shall be removed on the basis of the relevant written notice of the person, having the right to impose arrest on the money of the Client, on cancellation of the act of money imposing earlier adopted by him/her, or after execution by the Bank of the collection order, presented in execution of the earlier imposed arrest on the money on the Account, or in cases provided by the Law "On enforcement proceedings and the status of bailiffs" of the Republic of Kazakhstan;

8) execute the Payment Documents submitted by the third parties, including state bodies and (or) officials of the state bodies and (or) private court bailiffs of the Republic of Kazakhstan in the order and terms established by the legislation of the Republic of Kazakhstan;

9) provide the Client with information on conducted transactions on the Account by providing the Account Statement at the request of the Client;

10) refuse to execute the Payment Document providing for crediting money to a special bank account (intended for crediting benefits and social payments paid from the state budget and the State Social Insurance Fund or intended for alimony payment on maintenance of minor and disabled adult children) in case if the credited amount of money is not related to benefits and social payments or alimony;

11) guarantee bank secrecy on the Account of the Client, not to provide information about the availability, owner, number and status of the Account and operations on it, about the balances and movement of money on it without the consent of the Client, except as provided by the legislation of the Republic of Kazakhstan and the Contract;

12) inform the Client about the expiration of the Payment Card at least 10 (ten) calendar days prior to its expiration date in the manner prescribed by the Agreement.

#### **10. Liability of the parties, grounds for exemption from liability**

73. Each Party shall be liable to the other Party for violation of its obligations under the Agreement in accordance with the laws of the Republic of Kazakhstan and the Agreement.

74. The Bank shall not be liable for non-execution and/or improper execution of the Client's orders, which occurred through no fault of the Bank, including if such execution is delayed due to the fault of other banks and organizations, engaged in certain types of banking operations, as well as due to the Client's mistakes made in the payment details.

75. The Bank shall not be responsible for execution of payment document of the Client with incorrectly specified details, including wrongly executed payment document, if an error in such payment document was made by the Client.

76. The Bank shall not be liable for damages, caused to the Client, resulting from non-execution and/or improper execution by the Client of the obligations stipulated by the Agreement.

77. The Bank shall not be liable for the damage, caused to the Client as a result of suspension of operations on the Account and / or seizure of money on the Account in accordance with the legislation of the Republic of Kazakhstan; as well as for the damage, caused to the Client as a result of withdrawal (write-off) of money from the Client's Account without his consent by the third parties.

78. Responsibility for the withdrawal of money from the Accounts on the instructions (collection orders, payment requests) of third parties shall be borne by the senders of such instructions (recoverers).

79. The Bank shall be responsible for non-execution of the Client's instructions on the Account, non-execution of the Client's payment document; non-payment of payment request submitted to the Account, provided that the amount of money in the Bank is sufficient to make payment on the payment request. The Bank, upon the Client's written request, shall pay a penalty of 0.01% (zero point one percent) of the transaction amount for each day of delay by crediting the penalty amount to the Client's Account, but not more than 10% (ten percent) of the unexecuted transaction amount.

80. The Bank's liability in case of a breach of the Agreement is limited to the amount of real damage (documented) caused to the Client by illegal actions/inaction of the Bank.

81. The Client assumes the risk and responsibility related to the incorrect specification of the details in the Payment Documents.

82. The Client assumes the risk and responsibility related to the submission of orders to the Bank, including the payment of taxes and other mandatory payments to the budget, at the end of the Operation day.

83. The Parties shall not be liable for failure to perform and/or improper performance of this Agreement in the event of force majeure, unlawful acts of third parties and/or when authorized governmental authorities adopt acts/measures of a restrictive nature that make it impossible to perform and/or duly perform obligations under this Agreement by Party/Parties, software failures, power outages, damage to communication lines and other

circumstances beyond the control of the Parties and directly affecting the performance by the Party/Parties of their obligations under the Agreement. The above force majeure circumstances shall defer the due dates for performance of the Party/Parties' obligations under the Agreement for the period of their effect.

84. The Client agrees that the Bank shall not be liable in addition to the above cases for:

- 1) refusal of a third party (country, another bank, TSE, CP) to service the Payment Card;
- 2) the quality of goods and services purchased with the Payment Card;
- 3) currency restrictions of the country of residence of the Client, limits, restrictions and additional fees on the Payment Card established by a third party (not specified in the Tariffs), which can affect the interests of the Client;
- 4) any consequences resulting from the fact that information about the Payment Card (including its details, PIN, code word) has become known to third parties through no fault of the Bank;
- 5) lack of communication between IPS and the point of the Card Transaction, as a result of which the request for the Card Transaction is not received by the Bank;
- 6) violation of confidentiality of information sent to the Client via communication channels, including SMS text message, Push, e-mail, etc;
- 7) non-receipt by TSE, CP of the Bank's authorization response;
- 8) consequences of untimely blocking by the Client of the lost or stolen Payment Card, as well as in case of unauthorized access to the Account;
- 9) damage caused to the Client by the transfer by the Client of details of the Payment Card (including the PIN, the Code word) to third parties;
- 10) any consequences in case of disclosure of bank secrecy occurred due to non-fulfillment and/or improper fulfillment by the Client of the requirements of the legislation of the Republic of Kazakhstan, the Agreement;
- 11) malfunctioning of payment systems, electronic devices, ATMs, as a result of which the authorization request made by TSE, CP or ATM was not received by the Bank and/or the authorization response sent by the Bank was not received by TSE, CP or ATM;
- 12) damages that may arise if the Client fails to receive the SMS-notification/other message, or if the transmitted information becomes available to third parties;
- 13) settlement of disputes and disagreements between the Client and the Additional card holder.
- 14) possible problems in the use of the Transfer Service/International Money Transfers and/or inability of the Customer and/or the beneficiary to use the Transfer Service/International Money Transfers. IPS shall be responsible for the functioning of the Transfer Service/International Transfers;
- 15) absence of the Transfer Service on the side of the beneficiary. The Client shall independently verify the availability of the Remittance Service on the beneficiary side prior to making a transfer;
- 16) losses that the Client may incur as a result of the inability to make a money transfer using the Remittance Service/International Remittances.

85. The Client agrees that the Bank is not responsible for unauthorized

Card transactions conducted with the use of the Payment card (its details) to pay for goods and / or services via the Internet, by mail / telephone orders, transactions made with the introduction of the PIN and / or confirmed by the signature of the card holder in the check / slip.

86. The Client shall be responsible for:

- 1) damage caused as a result of transactions (including unauthorized ones), using the Payment Card (its details) until the moment of blocking the Payment Card by the Bank on the basis of the request to block the Payment Card received from the Client or IPS;
- 2) consequences occurred as a result of untimely notification of the Bank on blocking the lost/stolen/misused Payment Card to the full extent of the damage caused to the Bank;
- 3) damages caused to the Bank in connection with the failure to return to the Bank the money mistakenly credited to the Account and spent by the Client;
- 4) consequences occurred in connection with the use of the Payment Card, for which, on the basis of the Client's request, the Bank has removed/changed/restored the restrictions/limits on the use of the Payment Card (both by types of transactions and by service area);
- 5) damage caused as a result of transactions with the Payment Card as a result of partial blocking of the Payment Card, as well as all the consequences of partial blocking of the Payment Card. Partial blocking of the Payment Card means the refusal of the Client to put the lost/stolen/misused Payment Card on the Stop list;
- 6) consequences that may occur as a result of the refusal of the Client to block the Payment Card;
- 7) violation of the terms of the Agreement by the Additional Card Holder;
- 8) consequences due to the failure of the Client to comply with the Payment Card Terms of Use.

87. In the event of non-compliance by the Client of the requirements specified in subsection 5 of this Section, in the event of unauthorized transactions on this Payment Card, all costs of the Card Transactions, including fees for transactions, if they are made by the Bank at its own expense, shall be reimbursed by the Client in accordance with the Tariffs.

87-1. Under the "Family Card" product the Client is fully responsible for:

- 1) proper setting of the PIN/E-PIN for the Additional Card(s);
- 2) proper registration of the Additional card(s) in the Mobile application;

- 3) the authorization and execution of transactions made in the Mobile Application using the Additional Card(s);
- 4) all Card Transactions conducted with the Additional Card(s);
- 5) proper Tokenization of the Additional Card(s) and transactions conducted using the Token;
- 6) compliance with other conditions stipulated by the Agreement.

#### **11. Miscellaneous**

88. The obligations of the Parties under this Section of the Agreement shall arise from the date of the Client's accession to the Agreement.

89. Remove.

90. When the Payment Card is re-issued, the terms of the Agreement provided by this Section shall be extended for the term of validity of the new Payment Card on the terms valid on the date of re-issue of the Payment Card. The Client shall pay fees for the reissue of the Payment Card and the fee for the next year of service in accordance with the Tariffs in force on the date of accrual of such fees by the Bank. In case of expiry of the Payment Card and failure to submit an application for reissue of the Payment Card, as well as in the absence of the Client's debt to the Bank, the terms of the Agreement provided by this Section in terms of issue and maintenance of the Payment Card shall terminate, and the Account shall be closed, unless otherwise provided by the laws of the Republic of Kazakhstan.

91. The Bank has the right to refuse to fulfill the obligations provided by this Section of the Agreement, notifying the Client at least 30 (thirty) calendar days before the planned date. At that, the Bank shall not reissue the Payment cards, and the Payment cards shall be withdrawn on the date specified by the Bank. At the same time the Bank has the right to block the Payment Card and/or Account and not to conduct crediting / debiting operations on the Accounts from the date of sending the relevant notice to the Client on the termination of the Agreement. The Client undertakes to repay the existing debt no later than the date specified in the Bank's notice of termination of the Agreement. If the Client fails to perform the obligations stipulated in this clause of the Agreement, the Agreement shall remain in force in the relevant part until the Client fully performs his/her obligations under the Agreement. If there is a debt, the Client undertakes to repay the existing debt. In case the Client fails to perform such obligations, the Agreement shall remain in force in the relevant part until the Client fully performs his obligations under the Agreement.

92. The Client is entitled to terminate the Payment Card and close the Account prematurely at the initiative of the Client in the absence of the Deposit and (or) debts to the Bank under the Agreement and (or) the loan agreement, for servicing of which the Account and (or) the Payment Card are used, and provided that the Bank is informed about it at least 30 (thirty) business days before the planned date. In this case, the Client shall return the Payment Card(s) issued under the Agreement to the Bank before the expiration of the specified period, and the Bank shall close the Account. If the Client does not return the Payment Card/Payment Cards within the specified period, the Bank shall block the Payment Card/Payment Cards. Blocking of the Payment Card/Payment Cards does not release the Client from the obligation to return the Payment Card/Payment Cards to the Bank. If the Client does not fulfill the obligations under this clause of the Agreement, the Agreement shall remain in force in the relevant part until he/she fully performs his/her obligations under the Agreement. Termination of the use of the Payment Card/Payment Cards without observance by the Client of the order of termination of the Agreement, established by this clause of the Agreement, does not entail termination of the Agreement and withdrawal of the Payment Card/Payment Cards. At the same time, it is not allowed to close the Account if there are unfulfilled claims to the Account or outstanding acts of temporary restriction on the disposal of property, decisions and (or) orders of authorized state bodies and (or) officials to suspend debit transactions on the Account, as well as acts of arrest on the money in the Account.

93. If after expiration of the Payment Card validity period or within 30 (thirty) calendar days from the date of return of the Payment Card to the Bank, or after the date of submission of application on its loss/theft, the Bank receives payment documents from IPS payable, the Bank shall pay for Card transactions at the expense of the Client's money or at the expense of own funds to be compensated by the Client.

94. In case of withdrawal of the Payment Card (if other Payment Cards are not issued in accordance with the Agreement), the Agreement shall remain in force in the relevant part until the Client fully performs his obligations under the Agreement.

95. In case of termination of the Payment Card and closure of the Account on the initiative of the Bank, the balance of the Client's own money on the Account at the discretion of the Bank shall be transferred to the bank accounts / cell phone number of the Client, for which the Client gives his/her consent by signing the Agreement.

96. The Client is responsible for the accuracy of the information he provided to the Bank about him/herself. The Bank shall not be liable for any damage caused by the false information provided by the Client.

97. If there is a balance of Bonuses/Account Bonuses on the BA when the Account is closed on the initiative of the Client, and which the Client does not want to use, the Bonuses/Account Bonuses at the discretion of the Bank are subject to cancellation. In case of closing of all the Accounts and in case of inactivity of the Account in the Bank System within 6 (six) months after the last operation on the Account, the balance of Bonuses/Account bonuses at the discretion of the Bank shall be cancelled.

97-1. When opening (issuing) an Additional card(s) under the "Family Card" product, the Client provides his/her unconditional and irrevocable consent to the Bank to:

- 1) opening of additional current accounts, for the purposes specified in the relevant requests of the Client;

- 2) tokenization of Additional card(s), in accordance with the terms specified in Annex 2 to the Agreement;
- 3) granting access to third Parties in Mobile application to view operations on Additional card(s), Account(s), without the right to manage and conduct operations on Additional card(s) and Account(s) of the Client (third Parties are indicated by the Client).
- 4) closing the Additional card(s), with one-time closure of additional current accounts, ABA, upon submission by the Client to the Bank of the relevant application. If there are balances of Bonuses on these ABA, the Bonuses are canceled at the discretion of the Bank.
- 97-2. Under the "Family Card" product, the Bank establishes a ban on certain types of payments specified in Annex 4 to the Agreement.

## **SECTION VI. OPENING, MAINTENANCE AND CLOSING OF CURRENT AND SAVINGS ACCOUNTS**

### **1. Order of opening, maintenance of current accounts**

98. The Bank shall open an Account/Special Bank Account to the Client on the basis of submitted by the Client in case of submission by the Client to the Bank of the documents required for opening of Account/Special Bank Account in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank.

Conditions not regulated by this section of the Agreement shall be regulated by other sections of the Agreement. The procedure for establishing, charging and amending the Tariffs of the Bank under this Section of the Agreement shall be regulated by clauses 58-60 of the Agreement.

99. The Client may open one or more Accounts after joining the Agreement. At that, the provisions of the Agreement shall apply to each Account opened by the Client.

100. The Account number and currency of the Account shall be specified in the Application of the Client or other document, on the basis of which the Client joins the Agreement. Special bank account for crediting benefits and social payments shall be opened by the Bank to the Client only in tenge.

101. When carrying out transactions on the Account in foreign currency, the transactions shall be carried out in accordance with the exchange rate set by the Bank at the time of the transactions.

102. The Bank accepts the Client for banking services, including provision of banking services by means of payment terminal, which is carried out on a fee basis, in accordance with the current Tariffs. Current Tariffs of the Bank, according to which the Client pays for banking services, information about payment services are posted on the Internet resource, in the operating rooms of the branches of the Bank and their additional premises.

### **2. Procedure for opening, maintaining and closing savings accounts**

103. The Bank undertakes to accept money from the Client and/or a third party in favor of the Client (hereinafter - the "Deposit"), to pay interest on it and return the Deposit, to open an Account for the Client to record the Deposit, under the conditions and procedure provided for in the Application and the Agreement, when the Client and/or a third party (in case of placing the Deposit in favor of the Client) provide the Bank with the documents required to open an Account in accordance with the laws of the Republic of Kazakhstan and the internal documents of the Bank.

104. The name, type of the Deposit, amount, currency, term of the Deposit, interest rate paid by the Bank on the Deposit, annual effective interest rate on the Deposit, number of the Account opened for accounting the Deposit shall be specified in the Application. The terms of the Deposit, including the interest rate paid by the Bank on the Deposit, the annual effective interest rate on the Deposit and other parameters are posted on the Internet resource. The annual effective interest rate shall change depending on the additional contributions (if provided for by the Deposit terms) and partial payments on the Deposit (if provided for by the Deposit terms) and other circumstances provided for by the legislation of the Republic of Kazakhstan and the Agreement. Upon the written application of the Client, the Bank shall provide the Client with the information about the changed amount of the annual effective interest rate.

105. If the amount of money deposited to the Account is less than the amount specified in the Application, the Agreement in terms of opening, maintenance and closing of the Accounts shall be deemed not concluded, and the amount of money deposited to the Account shall be transferred to any bank account of the Client opened with the Bank at the discretion of the Bank.

106. The amount of accepted Deposit (including additional contributions, if any) shall not exceed the maximum amount, if it is defined in the conditions reflected in the Application. The Bank may refuse to credit money or accept cash to the Account, if the amount of Deposit exceeds the maximum amount of the Deposit.

107. The interest rate specified in the Application is unchanged until the end of the Deposit period specified in this Application.

108. In determining the actual term of the Deposit and the calculation of the interest, the day of making the Deposit is taken into account, while the day of termination is not taken into account (i.e. the day of making the Deposit and the day of its return are considered one day), and for the calculation a conventional year equal to 360 (three hundred sixty) days and a conventional month equal to 30 (thirty) days is adopted.

109. The Bank accepts the Deposit subject to the availability of the Account in the Deposit currency.

110. The Account shall be closed in case of full return of the Deposit not later than 5 (five) business days from the Deposit return date, except for the cases when the Account closure is not allowed for the reasons provided by the

legislation of the Republic of Kazakhstan.

At that, the return of full/the balance of the Deposit amount may be made by the Bank unilaterally with prior notification of the Client at least 10 (ten) calendar days prior to the expected date of return of the full amount of the Deposit in any of the following cases:

- 1) the Bank stops accepting new Deposits of this type;
- 2) stipulated by the legislation of the Republic of Kazakhstan.

111. If the Bank sends a notice about the return of the full amount of the Deposit due to the termination of the Bank's acceptance of money for a particular type of Deposit, the further automatic prolongation of the Deposit term is not made, the Deposit shall be valid until its expiration date (and if the Deposit was automatically prolonged - until the end of the last prolongation).

112. If the date of return of the Deposit/payment of interest falls on a weekend and/or a holiday, the return of the Deposit/payment of interest is made on the first business day following the weekend or holiday.

113. Payment of the interest accrued on the Deposit shall be made in accordance with the terms of the Agreement and Application, with withholding of income tax (hereinafter - IT), collected at the source of payment (if such withholding is provided for by the legislation of the Republic of Kazakhstan).

114. If the Client under the Agreement is a minor, the issuance of the Deposit or its part shall be made with account of restrictions established by the current legislation of the Republic of Kazakhstan.

115. Before the Client reaches 14 years old, and also in case of establishing guardianship over the Client over 14 years old, the rights and obligations of the Client under the Agreement shall be exercised on his/her behalf by the Client's parents or other legal representatives of the Client.

116. If guardianship is established over the Client over 14 years of age, the Client may dispose of the Deposit only with the consent of his/her guardian. In case guardianship or custody is established over the Client, such persons must additionally provide documents confirming the status of a guardian or custodian, when exercising the rights and obligations of the Client under the Agreement or the need to obtain their consent for the disposal of the Deposit.

In order to confirm the identity of the Clients who are under 16 years of age and who do not have an identity document with a photograph, making additional contributions to the Deposit and disposing of it is carried out only in the presence of their legal representatives.

### **3. Operating mode of the Account**

117. Banking services on the Account are provided to the Client during the operational day, the duration of which is determined by the Bank independently.

118. Opening, maintenance, closing of the Account, issuance/receipt of money from the Account, crediting the money to the Account shall be performed by the Bank and the Client in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank and the Agreement.

119. In case of erroneous crediting of money to the Account, the Bank shall write off the erroneously credited amount from the Account of the Client without his consent in the manner prescribed by the Agreement.

120. The Bank shall make payments and money transfers within the limits of the Account balance. If the Client has not paid the commission fee of the Bank in accordance with sub-clause 3) of clause 127 of the Agreement and there is not enough money in the Account to make the payment and/or transfer, taking into account the amount of the Bank's commission fee to be paid in connection with the payment and/or transfer, the Bank may refuse to execute the Payment Document of the Client. The Bank does not perform partial execution of the Payment documents, provided/forwarded by the Client to the Bank.

121. Disposal of funds in the Account is carried out by means of submission of instructions by the Client to the Bank. The instructions must be executed in the form prescribed by the legislation of the Republic of Kazakhstan or, in the absence thereof, applied by the Bank.

121-1. If the Bank has technical capability, payments and (or) money transfers on the Account can be made on the basis of the Client's payment documents, presented to the Bank in electronic form and confirmed by DISC. In this case the link to the electronic payment document together with DISC shall be sent by the Bank to the Mobile Device of the Client. By notifying the DISC to the Bank employee, the Client confirms that the payment document is correct and authorized by the Client.

122. The Client gives the Bank unconditional consent (right) to debit / write off from the Account of the Client without his/her consent any amounts due to the Bank, including the amount of debt under the Financing agreement, the amount of commission of the Bank, based on any agreement with the Bank (including financing agreement), which provides for such right, as well as in cases when it is necessary for the Bank to make corrective entries on the Account (money credited to the Account by mistake, etc.). At that, all amounts withdrawn by the Bank from the Account as an offset of debt to the Bank shall be directed to repay such debt in the order stipulated by the legislation of the Republic of Kazakhstan or the relevant agreement.

123. A payment document initiated by the Client shall be deemed executed by default, in case of non-receipt from the Bank of a notice of non-execution of the payment document within one operational day, following the day of receipt of the Client's instruction.

124. Withdrawal (debiting) of money from the Account shall be carried out on the basis of payment documents submitted by the Client, the Bank, as well as third parties, drawn up in the form and in accordance with the

requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank. In case of submission by "State Corporation "Government for citizens" NJSC, "State Social Insurance Fund" JSC, "United Accumulative Pension Fund" JSC of a demand for return of money, excessively transferred to the Account, the Bank shall write off the relevant amount of money from the Account without additional consent of the Client, for which the Client gives his/her consent by signing the Agreement. The "United Accumulative Pension Fund" JSC shall have the right to receive information from the Bank about crediting/returning of pension payments to the Customer, not related to the banking or other secrets protected by the legislation of the Republic of Kazakhstan.

125. When carrying out currency transactions of the Client, the Bank shall act in accordance with the requirements of the currency legislation of the Republic of Kazakhstan. When carrying out currency transactions, the Client shall be obliged to provide the Bank with the documents required to be submitted in accordance with the currency legislation of the Republic of Kazakhstan concerning the currency transactions of the Client conducted through the Bank.

It is allowed to execute money transfer, in which the currency of payment does not correspond to the currency of the Account, without the consent of the Client on crediting the amount of payment in the currency of the Account, by applying the conversion rate established in the Bank at the time of transaction, taking into account the commission fee of the Bank for conversion within the framework of the approved Tariffs of the Bank.

#### **4. Rights and obligations of the Client**

##### **126. Client has the right to:**

- 1) independently dispose of money on the Account in the manner prescribed by the Agreement, except for the cases stipulated by the legislation of the Republic of Kazakhstan;
- 2) entrust the disposal of the Account and/or money on it to the third parties, in accordance with the legislation of the Republic of Kazakhstan, taking into account the conditions stipulated by the Agreement;
- 3) use all forms of cashless settlements, established by the banking laws of the Republic of Kazakhstan, as well as make transactions with cash in accordance with the procedure and on the terms stipulated by the laws of the Republic of Kazakhstan, internal documents of the Bank and the Agreement;
- 4) give instructions to the Bank on conducting transactions on the Account within the balance of money on the Account during an operational day established by the Bank;
- 5) get acquainted with the Tariffs of the Bank;
- 6) get acquainted with the Rules of Providing Electronic Banking Services for Individuals in Jusan Bank JSC;
- 7) submit an application to the Bank to close the Account at any time, unless otherwise provided by the laws of the Republic of Kazakhstan or the Agreement;
- 8) submit an Application at the branch of the Bank/through Partners of the Bank, with which the Bank has contractual relations or through remote service channels by signing it by all means (including methods of identification) stipulated by the Agreement;
- 9) receive the Deposit and the accrued interest on it on the terms, in the amount and according to the procedure provided by the Agreement and the Application;
- 10) receive information on the status of his/her Deposit;
- 11) claim before maturity the Deposit amount in full in accordance with the procedure and on the terms specified in the Application and the Agreement. At that, the previously accrued and paid interest shall be paid in the amount specified in the relevant Application;
- 12) bequeath the Deposit and entrust the disposal of the Deposit, including accrued interest, to third parties in accordance with the laws of the Republic of Kazakhstan, subject to the conditions set forth in the Agreement;
- 13) apply to the Bank with an application or via Mobile application to issue EDS;
- 14) use EDS to sign documents when receiving electronic banking services, except for cases when it is necessary to appear (be present) in the Bank branch.

##### **127. Client undertakes to:**

- 1) not to conduct operations on the Account related to entrepreneurial activities, notarial activities, lawyer's activities, activities on execution of executive documents, activities on dispute resolution through mediation;
- 2) provide duly executed documents required by the Bank in accordance with the legislation of the Republic of Kazakhstan, including those required for the Bank to meet the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Counter-Terrorist Financing", internal documents of the Bank and the Agreement to open an Account, including the relevant document exempting from withholding of income tax at source from the amount of remuneration paid to the Client in accordance with the tax laws of Kazakhstan, as well as, if necessary, to conduct operations on the Account, as well as to collect, process and transfer data/personal data of the Client to the tax authorities of the USA (Internal Revenue Service) in accordance with the requirements of the United States Foreign Account Tax Compliance Act (FATCA), including through authorized state bodies of the Republic of Kazakhstan, as well as in accordance with the requirements of the Multilateral Agreement of competent authorities on the automatic exchange of information on financial accounts under the Common Reporting Standard (CRS);
- 3) pay for the services of the Bank at the Tariffs applicable at the time of execution of the operation on the Account, simultaneously with execution of the relevant operation on the Account by depositing cash to the cash desk of the Bank or providing the amount of money on the Account required for payment of the Tariffs;

4) issue instructions to the Bank on conducting transactions on the Account in accordance with the requirements set by the legislation of the Republic of Kazakhstan and the Bank, and provide them within the operational day established by the Bank;

5) provide a cash request to the Bank for determination of the Client's cash requirements one business day prior to estimated date of cash withdrawal from the Account, in case of exceeding the estimated amount of withdrawal from the Account over 1 000 000 (one million) tenge or its equivalent in foreign currency;

6) after execution of the Payment Document, determine the correctness of such execution and, in case of erroneous execution, notify the Bank about the error within 3 (three) business days after detection of execution of erroneous payment, but not later than 3 (three) years from the date of execution of erroneous instruction or unauthorized payment and (or) money transfer. In the notice of erroneous payment the Customer shall specify the details of the Payment document and the erroneous details identified by it;

7) in case of changes in the place of residence, change of surname, name, patronymic (if it is specified in the identity document), replacement of identity documents, contact information used for communication with the Client and the method of communication, notify the Bank of such changes within 7 (seven) calendar days from the date of registration of such changes. In case of failure to notify and/or untimely notification, the Client shall be responsible for the possible consequences related to the execution of the Agreement;

8) give instructions to the Bank on execution of transactions on the Account, not inconsistent with the laws of the Republic of Kazakhstan, with presentation of duly executed documents in accordance with the laws of the Republic of Kazakhstan and the Agreement;

9) notify the Bank in case of granting the right to dispose the Account to third parties, in case of replacement of persons authorized to dispose the Account on the basis of the power of attorney, and submit the original documents confirming such changes within 1 (one) business day. In case of the failure/ improper fulfillment by the Client of the notification procedure, the Bank shall be relieved of responsibility for any damage to the Client;

10) independently learn about changes in the Tariffs, interest rates (at prolongation), changes and additions to the terms of the Agreement on the Internet resource and / or in the operating rooms of the Bank branches and their Additional premises.

128. Regarding the Deposit Client:

1) The Bank has the right to convert the Deposit within the operational day established by the Bank;

2) is obliged to deposit/transfer the Deposit amount specified in the Application to the Account on the day of submission of the Application. If the Depositor does not deposit/transfer the amount of the Deposit on the day of submission of the Application, the Agreement in terms of opening the Account and placing the Deposit on it shall be deemed not concluded, the Account shall be automatically closed;

3) is obliged to return to the Bank the overpaid interest on the Deposit within 5 (five) business days from the date of receipt of the Bank's request.

129. In cases of early withdrawal of the Deposit in the manner prescribed by the Agreement, the Client must provide the Bank with a written application for the return of the Deposit in the prescribed form, before the expected date of termination of the Agreement:

a) on term deposits at full/partial return 7 (seven) calendar days in advance;

b) for the savings deposits in case of full return 30 (thirty) calendar days in advance.

130. The Client shall use the Special bank account exclusively for the purpose of crediting benefits and social payments, paid from the state budget and (or) State Social Insurance Fund or for the purpose of crediting alimony (money, intended for the support of minor and incapable adult children).

## **6. Rights and obligations of the Bank**

**131. The Bank has the right to:**

1) request any documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank for opening of the Account, as well as necessary additional documents when carrying out operations on the Account and providing other banking services;

2) make changes and/or additions to the Tariffs in accordance with the terms of the Agreement by posting information on the Internet site of the Bank, in operational rooms of the Bank branches and their additional premises in a place available for review not later than 15 (fifteen) calendar days before the date of introduction of such changes and/or additions into effect;

3) use the balance of money on the Account in accordance with the banking practice until the moment of claiming the money by the Client;

4) withdraw (write off) money from the Account as instructed by third parties in accordance with the requirements of the legislation of the Republic of Kazakhstan;

5) withdraw (write off) money from any bank accounts of the Client, opened in the Bank, without prior notice and without his/her consent on the basis of the Agreement in cases specified in the terms of the Agreement, as well as in the case of:

a) withholding the amount of commission fee for the bank services provided in accordance with the current Tariffs;

b) establishment of the fact of forgery of Payment Documents, in the presence of supporting documents;



c) establishment of the fact of erroneous crediting of money to the Account.

6) close the Account of the Client unilaterally in cases of violation of the amount of irreducible balance of the Deposit due to execution of claims (instructions) of third parties to the Deposit, in accordance with the legislation of the Republic of Kazakhstan, as well as in compliance with provisions of sub-clause 12) hereof, at that the Bank shall send the Client a notice of refusal from the Contract (fully) through the Communication Channel not less than 30 (thirty) calendar days before the date of termination of the Agreement. The Account shall be deemed closed from the date specified in the notice, and no agreement between the Parties is required;

7) refuse to execute the Payment Document of the Client in case the Client fails to provide the documents and information required by the Bank to perform its functions; submit the Payment Documents filled out and submitted in a form which does not meet the requirements established by the legislation of the Republic of Kazakhstan and internal documents of the Bank; if the Client does not provide the amount of money necessary to make the payment/transfer; if the Payment Document contains signs of forgery, in case of non-compliance with other requirements established by the legislation of the Republic of Kazakhstan and/or terms of the Agreement;

8) demand from the Client to provide information, suspend/refuse to conduct operations, terminate business relations with the Client in the manner provided for in sub-clauses 6)-12) of clause 70 of the Agreement;

9) refuse to perform the Agreement on the grounds and in the manner prescribed by the Law of the Republic of Kazakhstan "On Payments and Payment Systems". In case of absence of money on the Account of the Client for more than one year/absence of money movement on the Account of the Client (except for the Special Account) for more than one year, the Bank places on the Internet resource the information on notification of the Clients on refusal to perform the Contract (in full). The Account shall be closed from the date specified in the notice posted on the Internet resource of the Bank, and it is not required to conclude any agreements between the Parties;

10) close the Account of the Client unilaterally in cases and according to the procedure stipulated by the legislation of the Republic of Kazakhstan;

11) suspend transactions on the Account in case the Bank receives a decision and (or) order of the authorized state body and (or) official on suspension of debit transactions on the Account, as well as restrict the Client in disposal of money on the Account within the amount of borrowed funds, having targeted purpose and received on the Account on the basis of the Loan Agreement, concluded between the Bank and the Client;

12) refuse to close the Account if the Client has outstanding claims to the Account or outstanding acts on temporary restriction of property disposal, decisions and (or) orders of authorized state bodies and (or) officials on suspension of debit transactions on the Account, as well as acts of arrest on the money on the Account of the Client and (or) if the Client has debts under the Agreement and (or) the credit agreement under which the Account is used for its servicing;

13) refuse to open additional Accounts to the Client if he/she has a bank account opened in the Bank, for which collection orders and/or orders to suspend debit operations have been issued by the state revenue authorities;

14) suspend transactions on the Account if there are suspicions related to unlawful actions both on the part of and towards the Client, as well as in case of suspicion of erroneous crediting of money to the Account until clarification of the circumstances;

15) change the interest rate on the Deposit unilaterally upon expiry of the Deposit retention period and extension of the Agreement. The Bank notifies the Client about changes in the interest rate on the Deposit by posting information on the Internet resource;

16) not to pay the accrued interest/ to deduct from the Deposit amount, the amounts equal to the previously paid interest, in case of early termination of the Contract in compliance with the conditions of the Application.

17) unilaterally change the terms of placement of the Deposit, including the interest rate on the Deposit, towards their improvement for the Client;

18) refuse to close the current account of the Client, if the Client has a Deposit and / or a loan with the Bank.

19) suspend operations on the Account in case of no money movement on the Account for more than 6 (six) months;

20) within 10 (ten) business days of receipt of notice from the State Corporation "Government for Citizens" to refund from the Account/Special Bank Account pensions, benefits, excessively transferred after the death of the recipient of pensions, benefits, or after his/her departure for permanent residence abroad, termination and loss of grounds for payment, or in case of death of dependents.

**132. The Bank is obligated to:**

1) inform the Client about the current Tariffs in accordance with the terms of the Agreement;

2) open an Account to the Client, assigning an individual identification code upon submission by the Client of all documents requested by the Bank;

3) after opening of the Account, provide the Client with a certificate on the opened Account, specifying the individual identification code;

4) carry out operations on the Account in accordance with the legislation of the Republic of Kazakhstan and this Agreement;

5) close the Account of the Client according to the application submitted by the Client, but not later than 15 (fifteen) business days after receipt of the application of the Client, unless otherwise provided by the legislation of the Republic of Kazakhstan or this Agreement;

6) provide the Client with information on transactions on the Account by providing an Account statement with enclosed copies of payment documents at the request of the Client in one of the ways stipulated by the Agreement, not later than the operating day following the day of receipt of the request;

7) resume transactions on the Account of the Client after withdrawal by the authorized state body or official of the decision and (or) order on suspension of debit transactions on the Account, act on temporary restriction of property disposal, as well as in the manner prescribed by the Criminal Procedure Code of the Republic of Kazakhstan, the laws of the Republic of Kazakhstan "On counteraction to legalization (laundering) of proceeds of crime and terrorist financing" and "On rehabilitation and bankruptcy". Arrest, imposed on the money on the Account of the Client, shall be removed on the basis of the relevant written notice of the person, having the right to impose arrest on the money of the Client, on cancellation of the act of imposing arrest on the money previously adopted by him or after execution by the Bank of the collection order, presented in execution of the earlier imposed arrest on the money on the Account, or in cases, stipulated by the Law of the RK "On enforcement proceedings and status of court bailiffs";

8) execute the payment documents submitted by the third parties, including state bodies and (or) officials of the state bodies and (or) private court bailiffs of the Republic of Kazakhstan in the order and terms established by the legislation of the Republic of Kazakhstan;

9) notify the Client on refusal to execute a Payment Document, except for a collection order. The date of refusal to execute the Payment Document shall be the date of such notification;

10) upon the application of the Client, the Bank shall provide the Client with information on the changed amount of the annual effective interest rate. In case of change of the interest rate when extending the term of the Deposit, an additional agreement to the Agreement shall not be concluded;

11) if the Client provides a document exempting him/her from withholding of income tax at the source of payment in accordance with the tax legislation of the Republic of Kazakhstan, the income tax previously withheld and paid to the budget shall be returned to the Client to his/her Account;

12) return the Deposit and pay the accrued interest thereon in the amount and in the manner specified in the relevant Application, less amounts withheld/received in accordance with the terms of the Agreement and the laws of the Republic of Kazakhstan, including the amount of income tax collected at the source of payment, in accordance with the laws of the Republic of Kazakhstan (if such withholding is provided for by the laws of the Republic of Kazakhstan);

13) refuse to execute the Payment Document providing for crediting of money to the Special Bank Account, if the credited amount of money is not related to the benefits paid from the state budget, and / or social payments from the state social insurance fund, and / or alimony for minor and disabled adult children.

#### **8. Liability of the Parties and grounds for exclusion of liability**

133. For committing violations related to the banking servicing of the Client, the Bank shall be liable in accordance with the legislation of the Republic of Kazakhstan.

134. For failure to execute the instructions of the Client on the Account in execution of the Payment document of the Client, non-payment of the payment request submitted to the Account, in case of sufficiency of money in the Bank for making payment on the payment request, the Bank shall pay him a penalty at the rate of 0.01% (zero point one hundredth percent) of the transaction amount for each day of delay by crediting penalty amount to the Account of the Client, but not more than 10 % (ten percent) of the unexecuted transaction amount upon a written request of the Client.

135. In all cases, the liability of the Bank in case of violation of the terms of the Agreement is limited to the amount of the real damage caused to the Client by illegal actions/inaction, the amount of which must be confirmed by the relevant documents.

136. The Client shall be responsible for the legality of his/her Account transactions in accordance with the legislation of the Republic of Kazakhstan, for the reliability of the documents submitted to the Bank, serving as the basis for opening the Account and conducting transactions on it, as well as for the proper use of the Account (including compliance with the requirement to conduct Account transactions, not related to the business activities).

137. The Client shall be responsible for:

1) security and safety of identifiers and corresponding authenticators for identification and authentication of the Client;

2) unauthorized transactions, as well as for receiving other electronic banking services by third parties, if the Client has not duly secured identifiers and corresponding authenticators for Client identification and authentication;

3) unauthorized transactions, as well as for receiving electronic banking services by third parties, if the Client has transferred the data of identifiers and corresponding authenticators for the Client's identification and authentication to third parties;

4) signed/authenticated documents using the Means of Identification when receiving electronic banking services, even if, according to the Client's claim, they were signed by third parties.

138. The Parties shall not be liable for failure to perform and/or improper performance of obligations under the Agreement, if such cases are the result of force majeure circumstances, including, but not limited to: adoption by the authorized state bodies, the National Bank of Kazakhstan acts/ measures of restrictive nature, software failures, power outage, damage to communication lines and other circumstances beyond the control of the Parties and directly related

to the Subject of the Agreement.

139. The Bank is not responsible for execution of the Payment document of the Client with incorrectly specified details, including the erroneously executed payment document, if the error in such payment document was made by the Client.

140. The Bank shall not be liable to the Client for non-fulfillment or improper fulfillment of obligations under the Agreement, resulting from unclear, incomplete or inaccurate instructions of the Client or third parties, and for other reasons beyond the control of the Bank.

141. The Bank shall not be liable for any damage caused to the Client, which has arisen as a result of non-performance and/or improper performance of the Client's obligations under the Agreement.

142. The Bank is not responsible for the actions of the persons authorized by the Client to dispose of the Account, if the Client does not notify/notice the Bank on the replacement of such persons in accordance with the terms of the Agreement.

143. Responsibility for the validity of withdrawal (write-off) of money from the Account of the Client without his consent shall be borne by the initiator of the Payment document. The Bank shall not consider the substance of the objections of the Client against the withdrawal (write-off) of money from the Accounts without his/her consent.

144. The Bank shall not be responsible for any losses caused to the Client as a result of suspension of transactions on the Account and/or seizure of money on the Account, carried out in accordance with the laws of the Republic of Kazakhstan; as well as for losses caused to the Client as a result of withdrawal (write-off) of money from the Account of the Client without his consent by the third parties.

145. The Client agrees that the Bank shall not be liable for any consequences arising as a result of disclosure/access to third parties through no fault of the Bank.

146. The Client agrees that the Bank shall not be liable for:

1) unauthorized transactions, as well as for receiving other electronic banking services by third parties using means of identification, if the Client has not provided proper security of means of identification and corresponding authentication for identification and authentication of the Client.

2) invalidation of documents signed by the Client using means of identification when receiving electronic banking services, with which the Client fully and unconditionally agrees.

3) theft/loss or for unauthorized access by third parties to the Means of Identification of the Client and for performing actions using the Means of Identification, both legal and factual.

146-1. The Client assumes the risks and all consequences (including damages and lost profits) that may arise due to restrictions and prohibitions imposed by:

1) state authorities, correspondent banks, electronic service providers, interbank money transfer systems, other payment systems and electronic money systems, their operators, other persons whose participation is necessary for the transaction;

2) the legislation of the foreign countries where the bank - participant of the transaction conducted by the Bank (or with its participation) and its Client is located or temporarily present

3) sanctions in accordance with the jurisdiction of any country, international organization, which affect the Bank, the Client and/or its operations (including, but not limited to, those related to the type of operation, the country of registration and/or location of the Client or its beneficial owners, as well as payments conducted to or from such countries or persons, through such persons) conducted by or through the Bank, as well as through the Bank.

The Bank shall not be liable for termination of the Agreement, refusal to carry out, as well as suspension of any operations in accordance with this clause. This requirement also applies to cases related to the activities of financial (investment) pyramids, investigations or other activities in terms of operations conducted by the abovementioned persons and state authorities of foreign countries, as well as to penalties, fines, other consequences caused by these activities.

### **9. Terms of the Agreement and the procedure for closing accounts**

147. The rights and obligations of the Parties to open, maintain and use the current accounts are accepted for an indefinite period and come into force from the date of signing by the Client of the Application and its acceptance by the Bank, which is an integral part of the Agreement and confirms the conclusion of the Agreement. The term of the Agreement is not limited and is determined by the interest of the Parties.

148. The Account may be terminated:

1) By agreement of the Parties;

2) When the Bank closes the Account on the grounds and according to the procedure stipulated by the Agreement and/or legislation of the Republic of Kazakhstan;

3) At the Client's application for termination of the Agreement and closing of the Account, submitted in accordance with the Agreement, and provided that there are no circumstances preventing termination of the Agreement.

149. The Account shall be closed upon the Client's application, but not later than 15 (fifteen) business days after receipt of the Client's application, except for the cases stipulated by the legislation of the Republic of Kazakhstan or the Agreement.

150. Upon termination of the Agreement, the individual identification code assigned in accordance with the

Agreement shall be canceled.

## **SECTION VII. ELECTRONIC BANKING SERVICES**

### **1. General provisions of Electronic banking services**

151. During the registration a Client in a Mobile App, Web Banking, and other resources with identification based on means of identifying information about the client the Bank provides Electronic Banking Services to the Client.

The Bank provides electronic banking services through mobile app, web banking, payment terminals for crediting cash to the Account, for payments and money transfers, for borrowing, post-credit operations and other operations of the Bank. The Rules of Electronic Banking Services for Individuals in Jusan Bank JSC regulating the procedure and individual conditions for providing electronic banking services, as well as the Tariffs are available on the website, and by registering in the Mobile app/Web-banking, the Client confirms that he has read and agreed with them. By signing of electronic documents by the client, in order to receive electronic banking services, can also be carried out by means of EDS.

Conditions not regulated by this section of the Agreement shall be governed by other sections of the Agreements.

152. For use Electronic Banking Services in Mobile Application/Web Banking Client needs to:

- 1) to have a valid Payment card of the Bank, or EDS;
- 2) have a mobile device/personal computer with an operating system version at least corresponding to the requirements of the Bank and connected to the Internet.

153. The mobile app can be downloaded from Play Market (for Android platform) and App Store (for iOS platform).

154. The procedure for establishing, charging and amending, supplementing the Bank's Tariffs under this section of this section of the Agreement is regulated by clauses 58-60 of the Agreement.

155. Also banking services can be provided through the Call Center. At that, the scope and order of of services shall be determined by the Bank at its own discretion.

155-1. When contacting the Call Center, the Bank identifies the Client:

- 1) only by full name, if a reference and consulting service on a Payment card is required/Account/Deposit/loan/ electronic payment services in case of application by means of a mobile phone number registered with the Bank;
- 2) by full name and code word, if it is required to carry out certain operations on the Bank's products in the case of an application by means of a mobile phone number registered with the Bank;
- 3) by IIN, full name and code word, reference and consulting service on a Payment card/Account/Deposit/credit/ electronic payment services, in case of application by means of another mobile phone number not registered with the Bank;
- by IIN, Full name, code word and confirmation code, if it is required to perform certain operations on the Bank's products, in case of contacting by another mobile phone number not registered with the Bank.

156. General terms and conditions and methods of providing services:

- 1) Mobile app, Web banking, ATM, and other resources are available to the Client around the clock, except for the time of technical work;
- 2) transactions are carried out in accordance with the procedure established by the Bank's internal documents, Section VII of the Agreement, as well as in accordance with the legislation of the Republic of Kazakhstan;
- 3) confirmations of transactions on a bank account in a Mobile app, Web banking, payment terminal, ATM, and other resources are reflected on the page with the history of transactions after the transaction. The confirmation contains basic information about the operation performed;
- 4) for all questions concerning the operation of the Mobile App/ Web Banking, the Client can contact the Call Center by phone or use the chat in the Mobile App, Web Banking, and other resources;
- 5) the volume of provision of Electronic Banking Services is determined by the Bank independently.

### **2. Confidentiality in the provision of electronic banking services**

157. The Privacy Policy establishes the obligations of the Bank not to disclose and protect the confidentiality of personal data that the User provides upon request when registering in the Mobile application of the Bank when ordering services or in any other use of the User's personal data.

158. Personal data is provided by the User by registering in the Mobile Application, Web Banking and other remote channels of the Bank and by signing the Application via OTP and includes, including but not limited to, the following information:

- a) User's Surname, name, patronymic name;
- b) User's telefon number;
- c) e-mail address (e-mail);
- d) IIN;
- e) User's address;
- f) biometric data;
- g) User's EDS

159. The Bank protects data that is automatically transmitted in remote service processes through the Mobile App, Web Banking and/or other remote channels.
160. Any other personal information not stipulated above (history of services, browsers and operating systems used, etc.) is subject to secure storage and non-distribution and/or other remote channels.
161. User obligated to:
- a) provide information about personal data necessary to use the Mobile application, Web Banking and/or other remote channels;
  - b) to update, supplement the provided information on personal data in case of changes in this information.
162. Bank obligated to:
- a) use the received information only for the purposes specified in the subsection "Purposes of collection of personal information of the User" of this Agreement;
  - b) ensure keeping confidential information secret, not to disclose without prior written permission of the User, as well as not to sell, exchange, publish, or disclose in any other possible ways the transferred personal data of the User;
  - c) to take precautions, protect the confidentiality of personal data of the User in accordance with the procedures generally used to protect this kind of information in existing business practice;
  - d) to block the personal data relating to the relevant User from the moment of application or request of the User or his/her legal representative or the authorized body for the protection of the rights of personal data subjects for the period of inspection, in case of unreliable personal data or unlawful actions.

### **3. Purposes for collecting user's personal information. Methods and terms of personal information processing**

163. The Bank may use the User's personal data for the following purposes:
- a) identifying the User registered in the Mobile Application, Web Banking, for the provision of electronic banking services;
  - b) providing the User with access to personalized resources;
  - c) Establishing feedback with the User, including sending notifications, requests, operations, through the Mobile Application, Web Banking, providing services, processing requests and applications from the User;
  - d) determination of the User's location for security purposes, fraud prevention;
  - e) confirming the accuracy and completeness of the personal data provided by the User;
  - f) creating an account to receive the Bank's services. At the same time, the User agrees to create an account by creating a personal account in the Mobile application, Web Banking;
  - g) notifying the User about the status of the Bank's services;
  - h) notifying the User in accordance with the services provided by the Bank;
  - i) processing and receiving payments, transfers, opening accounts, receiving Loan etc;
  - j) providing the User with effective Client and technical support in case of problems related to the use of the Mobile Application;
  - k) providing the User with product updates, special offers, product information, tariffs, newsletters and other information on behalf of the Bank or the Bank's partners.
164. Processing of personal data of the User is carried out without limitation of time, by any and the Processing of Personal Data of the User shall be carried out without limitation of time and in any lawful manner, including in information systems of personal data with or without the use of automation tools.
165. The User agrees that the Bank may transfer personal data to third parties, in particular, courier services, postal organizations, solely for the purpose of providing services to the User.
166. The User's personal data may be transferred to the authorized bodies of authorized governmental authorities of the Republic of Kazakhstan only on the grounds and according to the procedure stipulated by the legislation of the Republic of Kazakhstan.
167. In case of loss or disclosure of personal data the Bank shall inform the User about the loss or disclosure of personal data.
168. The Bank shall take necessary organizational and technical measures to protect personal the User's personal information from unlawful or accidental access, destruction, modification, blocking, copying, distribution, as well as from other unlawful acts of third parties.
169. The Bank together with the User shall take all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the User's personal data.

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

#### **170. The Bank undertakes to:**

- 1) provide the Client with the opportunity to independently establish an Access Code to log in to a Mobile application, Web Banking, ATM and other resources;

2) provide the Client with Identification Methods for the Client to carry out operations involving confirmation of identification means;

3) register the Client as a user of the Mobile Application, Web Banking, and other resources of the Bank after the Client performs all necessary actions for its registration. At the same time, user registration in the Mobile Application is carried out only on a specific Mobile device from which the Client is identified. In case of changing the Mobile Device, the Client's registration in the Mobile Application is repeated;

4) notify the Client about the technical work being carried out, which may interrupt access and hinder the use of services through a Mobile Application, Web Banking, ATM and other resources, in the manner provided for in the Contract (at the discretion of the Bank);

5) execute the Client's orders, subject to the Client's compliance with the terms of the Contract, as well as the legislation of the Republic of Kazakhstan.

**171. The Bank has the right to:**

1) temporarily or completely suspend the Client's access and/or block the provision of banking services through Remote Service Channels without notifying the Client in the following cases:

a) if, in the opinion of the Bank, such a measure is necessary to ensure the security of Remote Service Channels and/or to prevent Unauthorized Transactions, including illegal actions both on the part of the Client and in relation to him;

b) violations or potential violations by the Client of the legislation of the Republic of Kazakhstan or the terms of the Contract;

c) in other cases, stipulated by the Contract.

2) not to accept the Client's documents and orders if the Bank has doubts about the authenticity and correctness of the documents and orders;

3) stop accepting and processing the Client's orders in case the Bank suspects unauthorized access to the Client's bank accounts, until all necessary circumstances are clarified;

4) request additional information and documents from the Client regarding the operation in order to verify its compliance with the legislation of the Republic of Kazakhstan;

5) set restrictions on the Client's operations via Remote service channels;

6) not to execute the Client's order to perform the operation in the case of:

a) if the money in the bank account has been seized or operations on it have been suspended;

b) inconsistencies of the transaction performed on the Account;

c) insufficient money in the relevant bank account to pay the Bank's remuneration for the transaction;

d) incomplete (incorrect) indication by the Client of the details of the transaction being performed, non-compliance with the period of its commission;

e) blocking/closing of a Payment card/bank account;

f) if the Bank receives decisions/resolutions of authorized state bodies and/or officials on the suspension of spending operations on the bank account, the seizure of money placed in the bank account, as well as instructions from third parties entitled to withdraw money in accordance with the legislation of the Republic of Kazakhstan;

g) if there is a Client's debt for any obligations to the Bank;

h) in case of exceeding the limits set by the Bank for making transfers and payments;

7) initiate amendments and/or additions to the Tariffs in accordance with the procedure provided for in the Contract;

8) set limits (by amount) on money transfers in favor of third parties, including suppliers of goods/works/services in order to prevent fraudulent transactions and protect against unauthorized access to the Client's bank account and independently determine authentication methods to confirm such transactions in a Mobile application, Web banking, payment terminal, interne-banking, telebanking, ATM, personal account, internet branch and other Internet resources;

9) block or delete an account in the Mobile app/Web banking, ATM, personal account, Internet branch and other resources in the absence of entrances to the Mobile application, Web Banking, ATM, personal account, Internet branch and other resources within 12 (twelve) months.

10) require the Client to provide information, suspend/to refuse to conduct operations, to terminate business relations with the Client in the manner provided for in sub-clauses 6)-12) of clause 70 of the Contract.

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

1) perform operations through remote service channels on the terms and in the manner provided for by the Agreement and internal documents of the Bank posted on the Internet resource;

2) require the Bank to properly fulfill its obligations under the Agreement;

3) independently change the access code;

4) do not use electronic banking services;

5) terminate this Agreement in accordance with the terms of the Agreement.

**173. The Client undertakes to:**

1) store the Access code and other information related to Remote Service Channels in a secure place that excludes access to them by any third parties;

2) immediately, by any available means, inform the Bank about the threat of unauthorized access to Remote Service Channels, including in the following cases:

- a) discrediting the Access Code and other information related to Remote Service Channels or suspicion of its disclosure;
- b) loss/change of phone number, mobile device, loss of access codes or suspicion of their copying by third parties;
- 3) pay all amounts due to the Bank, stipulated by the Contract and Tariffs;
- 4) use the Access Code and other information related to Remote Service Channels only for the Mobile Application, Web Banking and other resources of the Bank.

**174.** When using Push notifications / SMS messages to forward the CFAI, the Client understands and agrees that the CFAI is transmitted over an unsecured channel, the security of using the CFAI is realized by generating the CFAI by the Client in the current session, the limited time of their validity, the possibility of using the CFAI only for the current session.

### **5. Content of Electronic banking services**

**175.** The Bank accepts for execution through Communication Channels the Client's instructions, duly executed and confirmed. The remote instruction is considered to be transmitted by the Client and accepted by the Bank for execution in case of successful identification of the Client. The identification method is determined by the Bank at its discretion.

**176.** Electronic banking services are provided through Remote Channels services, include the following list of electronic payment services and information banking services, but not limited to:

- 1) Electronic payment services:
  - a) services for receiving, processing and making payments and money transfers initiated by the Client;
  - b) making payments and money transfers in favor of third parties: for utilities; for telecommunication services; other;
  - c) implementation of the following operations depending on the mode of their availability in the Bank's software:
    - transfer from the Client's Payment Card issued by the Bank to any Payment Card, a card issued by other issuing banks,
    - Account replenishment/cash withdrawal by ATM code (without using a Payment card);
    - replenishment of the Account by mobile phone number at an ATM (without using a Payment card);
  - d) issue/reissue of Payment Cards and other services at the discretion of the Bank;
  - e) blocking/unblocking a payment card;
  - f) setting/changing limits on making transactions via the Internet, setting/changing limits on withdrawing money.
  - g) other services at the discretion of the Bank.
- 2) List of information banking services:
  - a) reflection of information on balances and (or) movement of money on bank accounts, on payments and (or) money transfers made on these accounts, and other information on bank accounts using a Payment card in a Mobile application, Web banking, ATM, and other resources;
  - b) providing information about the availability and numbers of bank accounts using the Client's Payment Card opened at the Bank;
  - c) displaying detailed information on Payment Cards available in a Mobile application, Web Banking, ATM, or other resources;
  - d) viewing the history of payments and transfers made in the Bank's system;
  - e) other services at the discretion of the Bank.

**177.** Removed.

**178.** The scope of services is determined by the Bank in the Mobile application, Web Banking, payment terminal, ATM, and other resources at the time of the transaction. Notification of changes in the list of Electronic Banking Services and Tariffs is made by the Bank by posting information on an Internet resource.

**179.** Electronic banking service is provided in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan, applicable rules of payment systems, requirements of the Bank's security procedures, internal documents of the Bank.

**180.** The Bank informs the Client about the result of the provision of Electronic Banking Services by withdrawing messages about the result of providing such a service via Push notifications/ SMS messages / information in the Mobile Application. When transferring money between payment cards, the term for crediting money to a Payment Card that is not issued by a Bank depends on the issuing bank of the payment card.

## **6.Procedure and terms of provision of Electronic banking services**

**181.** Access to Remote Service Channels is provided after proper identification of the Client by Means of Identification, according to the established procedures of the Bank.

**182.** The instruction to perform the operation is executed by the Bank in the presence of Client identification.

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at the same time, operations via Remote Service Channels are carried out in accordance with the requirements of such channels for the requested operation and the availability of sufficient funds in the Client's bank accounts, considering the amount of commission (if any) provided for by the Tariffs.

**183.** Amounts and number of operations carried out through Remote Service Channels, may be restricted by the Bank at its discretion.

**184.** The Client's instruction on Electronic Payment Services is executed by the Bank, or the Bank refuses in its execution, on time (subject to proper operation of the Remote service channel):

- 1) for electronic payment services – during the operational day of the Bank in which the corresponding instruction was received, unless otherwise provided by the legislation of the Republic of Kazakhstan, the Agreement or Annexes to the Agreement;
- 2) for information banking services – no more than 5 (five) business days, unless otherwise provided by the legislation of the Republic of Kazakhstan, the Agreement or Annexes to the Agreement.

**185.** The commission on payment for services is withheld by the Bank in accordance with the Tariffs.

**186.** By using a Mobile Application, Web Banking, the Client confirms that he has provided the necessary confidentiality regime, has all the necessary technical and software resources, including protection against malicious computer and other programs.

**187.** The Bank has the right to suspend/terminate/refuse to provide the Client with Electronic banking services:

- 1) if the Bank does not have the ability to provide such a service.
- 2) if the Client has unfulfilled obligations to the Bank, both under the Agreement and under any other agreement concluded between the Bank and the Client;
- 3) if the Client's equipment and/or device and/or software does not meet the technical conditions and requirements of the Bank.
- 4) if the Client has not confirmed that he has the technical and other capabilities to receive Electronic Banking services;
- 5) identification, according to the Bank, of signs of unauthorized payment;
- 6) if the Client is not identified;
- 7) if the amount of money in bank accounts is not sufficient to carry out operations and write off commissions provided for by the Tariffs;
- 8) inconsistencies of the submitted documents with the requirements of the legislation of the Republic of Kazakhstan and Internal documents of the Bank;
- 9) commission or attempts by the Client of transactions related to suspicious transactions in accordance with the legislation of the Republic of Kazakhstan;
- 10) violations by the Client of the terms of the Contract or other agreements concluded with the Client;
- 11) in case of blocking/closing of a Payment card/bank account;
- 12) in cases stipulated by the legislation of the Republic of Kazakhstan, including for refusal to execute instructions;
- 13) the presence of a notification to the Client about the disconnection of the service. The Bank has the right to terminate the provision of the service on the day the Bank receives the Client's notification of disconnection;
- 14) carrying out technical work on Remote Service Channels; if the reasons that led to the suspension of the provision of Electronic Banking Services are eliminated, the Bank continues to provide Electronic Banking Services to the Client;
- 15) changes to the terms of the Contract, according to which the provision of services is terminated or suspended;
- 16) violations by the Client of the procedure and conditions for obtaining Electronic Banking services provided for in the Contract;
- 17) malfunctions of technical means ensuring the provision of electronic banking services;
- 18) if malicious computer programs are detected on the Client's personal mobile and other devices that are used to receive Electronic Banking Services, and (or) programs that provide third parties with the ability to control such Client devices;



19) on other grounds determined by the Bank independently, except for cases when it is directly prohibited by the legislation of the Republic of Kazakhstan, including on the grounds provided for by the Laws of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", "On Payments and payment systems", "On countering the legalization (laundering) of proceeds from crime, and the financing of terrorism", the Civil Code of the Republic of Kazakhstan and the Agreement.

**188.** The Bank notifies the Client by one of the methods provided for in the Agreement about the suspension or termination of the provision of Electronic Banking services in case of violation by the Client of the procedure and conditions for receiving Electronic Banking services, malfunction of technical means providing the provision of Electronic Banking services, within 1 (one) business day from the moment of detection of the malfunction and / or suspension or termination of the provision of services. Upon elimination of the reasons for violation by the Client of the procedure and conditions for obtaining Electronic Banking services, malfunction of technical means providing Electronic Banking services, which led to the suspension of receiving Electronic Banking services, the Bank resumes providing Electronic Banking Services to the Client with subsequent notification. The Bank notifies the Client about changes (updates) of information systems affecting the availability of banking services, about any downtime and failures through the Communication Channel, in accordance with the requirements of the legislation of the Republic of Kazakhstan.

**189.** When the Bank provides Electronic Banking Services, the Bank still has a confirmation of sending and/or receiving messages on the basis of which Electronic Banking Services are provided to the Client. Confirmation of the sending by the Client and/or receipt by the Bank of an Electronic Document is an indication of the corresponding status of the Electronic Document (accepted for processing, paid, etc.). The deadline for confirming the sending, receipt of an Electronic Document is determined by the operation of the Remote Service Channel, which does not exceed 1 (one) business day in case of its correct operation.

**190.** When conducting transactions on payment cards/bank accounts via Remote channels the Service Rates applicable at the time of the transaction by the Bank are applied.

**191.** Information about conducting banking operations through Remote Service Channels it is reflected in the bank account statement.

**192.** The Parties use QR-code technology to identify the Client (buyer) and/or the payee (seller) and ensuring the payment, including payment for goods in the Mobile application. Scanning a QR code using a Mobile application is an indication of the Client (buyer) to perform an expenditure operation.

**193.** The Bank after making the payment, including when paying or returning money for the goods, may send To the Client a Push notification /SMS message or notification in the Mobile Application indicating the payment amount.

**194.** If the amount paid by the Client for the goods by means of a QR code does not match, the recipient the payment makes a refund of the amount previously paid to the Client. The regulation of the amount between the payee and the Client is carried out by the latter independently, without the participation of the Bank.

#### **7. Procedure and conditions for issuing Registration certificates**

**195.** For the issue of Registration certificates (for further use when signing electronic documents via EDS) the client needs to register in the Bank's mobile application.

**196.** The issued Registration certificates can be used by clients only if receipt of products/services of the Bank and/or a group of companies associated with JSC "Jusan Bank".

**197.** The Client selects the "Get EDS" function in the Bank's mobile application. Completed form applications for obtaining a registration certificate are signed by the client:

- a) in Bank branches, when a Bank employee leaves for recruitment, mobile kiosks (points and counters), etc.;
- b) upon delivery of the application via courier service;
- c) in a specially designated area of the Mobile Application on the device screen with additional confirmation by entering the CFAI.

**198.** After signing the application for obtaining the registration certificate from the client in the mobile app will display a notification about the need to scan the identity card (from both sides) and undergo the biometric authentication procedure.

**199.** Signing of electronic documents sent by the client to the Bank is carried out by EDS with mandatory biometric authentication.

**200.** The Bank has the right to temporarily or completely suspend the possibility of signing at any time to temporarily or completely suspend or terminate the provision of electronic banking services and other additional services to the Client due to the incorrect indication of the Client's Identifier and/or Authenticator, as well as if, in the opinion of the Bank, such a measure is necessary to ensure the security of the services, the Client's information and/or in case of violation by the Client of security procedures and/or terms of the Contract, in order to comply with the requirements of current legislation, internal documents of the Bank, in other cases at the discretion of the Bank. The Bank notifies the Client of the suspension or termination of access to the services by sending a corresponding notification to the Client within 15 (fifteen) calendar days after the suspension/ termination of the provision of

electronic banking services, while the Bank is not obliged to disclose the reasons/ grounds for suspension/ termination.

#### **8. Unauthorized operations. Security procedures, authentication procedure and confirmation of the Client's rights to receive electronic banking services**

- 201.** To provide services through Remote Service Channels, you need Client identification – the information obtained as a result of identification must be reliable.
- 202.** Unauthorized is a payment made without compliance with the requirements, established by the legislation of the Republic of Kazakhstan and the Agreements.  
The payment is authorized if the Payment Card/bank Account is not blocked during the payment, its validity period has not expired and the Payment Card/ Bank Account has been used in accordance with the Agreement and Internal Documents of the Bank.
- 203.** The protective actions against unauthorized payments are the implementation of procedures security defined by the Agreement and internal documents of the Bank. Protection against unauthorized access to information constituting a banking secret and the integrity of this information are ensured by access control and encryption of information when it is transmitted through data transmission channels.
- 204.** Upon detection of unauthorized access to the information constituting the banking  
The Bank notifies the Client about the secret, its unauthorized modification, unauthorized payment or transfer of money, payment services and other unauthorized actions arising from the provision of services by the Bank, no later than the next business day after their discovery.
- 205.** In the case of a transaction using a Payment Card /bank account without with the consent of the Client, the Client is obliged to report an Unauthorized Operation within 3 (three) operational days after its discovery, but within the limitation period, which is calculated from the date of such operation.
- 206.** The Bank debits money from the bank account in the amount of the amounts of transactions carried out with using Identification Means, until the Bank receives the relevant request from the Client and/or until the bank account is blocked/Payment card by the Client.
- 207.** The Bank has the right to block the Payment Card/bank account after receiving from the Client information about the transaction using a Payment Card / bank account without the consent of the Client and if the Bank has detected an unauthorized payment or an attempt to make them.
- 208.** The Bank considers the Client's requests, including for unauthorized payment, as well as in case of other disputable situations, within 30 (thirty) calendar days from the date of receipt of such appeals.
- 209.** The Bank returns the money to the Client on a reasonable claim only after the money has been returned to the Bank, observing the rules and regulations of the Bank and/or MPS.
- 210.** In case of causing losses to the Client when making an unauthorized payment, the Bank undertakes to compensate for the damage caused in the amount of an unauthorized payment within 30 (thirty) calendar days from the date of receipt of the relevant Client's request, provided that the Client provides documents confirming the Bank's guilt in making an unauthorized payment.
- 211.** Remote service channels ensure security and privacy information transmitted through electronic communication channels.
- 212.** The Bank ensures the storage of information about all the Client's actions for 5 (five) years from the moment of their commission in electronic form.
- 213.** The Client agrees that the Bank has the right to carry out photo/video surveillance, unless otherwise provided It is stipulated by the rules for the provision of certain services by the Bank, as well as telephone recording in its premises and on its devices in order to ensure security and proper Client service without additional notification. Video recordings and recordings of telephone conversations can be used as evidence in procedural actions.
- 214.** The Bank may provide additional conditions, requirements for verification authenticity, correctness, reliability of transactions performed by the Client and necessary for the provision of services, in order to increase the level of security against unauthorized payments, prevent fraudulent actions, prevent the disclosure of confidential information or other illegal actions.
- 215.** Client authentication in the Mobile App/Web banking is carried out using Access code. The access code is static and is set by the Client himself/herself.
- 216.** Access to the Mobile app/Web banking is blocked as a result of an incorrect Access Code 3 (three) times in a row.

#### **7. Other conditions for the provision of Electronic banking services**

- 217.** The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the legislation of the Republic of Kazakhstan and the Agreement.
- 218.** The Bank is responsible for the operation made on the bank account in error.  
The Bank's liability in this case is limited to the cancellation of an operation made by mistake.
- 219.** The Bank is not responsible for:
- 1) damage caused as a result of unauthorized use by third parties of Client Identification Tools, if such use became possible through no fault of the Bank.

2) mistakes made by the Client when processing documents and specifying incorrect phone numbers, details when using Electronic banking services;

3) inability to send messages to the Client, including Push notifications, and receiving SMS requests from the Client (for the inability to provide SMS messages), requests in the Mobile Application if such an impossibility is caused by the actions or inaction of the Client and/or the telecom operator within the framework of the legal relationship between them, as well as related to other actions of the Client, the telecom operator and another third party persons or other reasons beyond the control of the Bank, and is not responsible for any losses incurred by the Client as a result of the actions or omissions of the telecom operator or other third party;

4) non-fulfillment or delay in the execution of payments resulting from a power outage, damage to communication lines, as well as errors, misinterpretation, etc., arising from unclear, incomplete or inaccurate instructions of the Client, non-fulfillment or delays in the execution of payments by third parties, as a result of the Client's violation of the terms of the Contract and the requirements of regulatory legal acts of the Republic of Kazakhstan, and for other reasons beyond the control of the Bank;

5) for failures in the operation of the Internet, mail, communication networks that arose for reasons beyond the control of the Bank and resulted in the late receipt or non-receipt by the Client of Bank notifications and Client Account statements. The Bank is released from property liability in case of technical failures (disconnection/damage of power supply and communication networks, software failures, technical failures in payment systems), which resulted in the Bank's failure to comply with the terms of the Agreement;

6) if the information about the Account, password, login, CFAI or transactions/payments carried out by the Client becomes known to other persons as a result of listening or intercepting communication channels during their use, hacking the operating system of the device used by the Client, disclosure of confidential information by the Client, including in connection with loss or transfer by the Client to third parties mobile phone, tablet or other equipment, software used to access the services, Authentication and Verification of the Client, as well as the use of faulty equipment, equipment with virus software, when receiving services through a Mobile App.

**220.** The Client is responsible for all operations in the Mobile Application performed by other persons with or without the knowledge of the Client, due to the disclosure by the Client of information about the Access Code and other information related to Remote Service Channels.

**221.** The exchange rate used in the provision of Electronic Banking Services is determined in accordance with the exchange rate set by the Bank on the day of the transaction with the possibility of deducting the conversion fee in accordance with the Tariffs.

**222.** The condition of non-disclosure by the Bank of information received from the Client, as well as the procedure the filing of claims and the ways of resolving disputes arising when the Bank provides Electronic Banking Services are determined in accordance with the Agreement.

**223.** The Bank's address, including for contacting on issues related to the provision of Electronic banking services, specified in the Bank Details.

**224.** If the Client refuses to receive Electronic Banking Services, it is carried out on based on a written statement of refusal. At the same time, all financial and other obligations of the Parties must be fulfilled in full.

### **8 Claims. Resolution of disputes on issues related to the provision of Electronic banking services**

**225.** Disputes and disagreements between the Parties on issues related to the provision of Electronic banking services are resolved by the Parties in the manner provided for in Section IX of the Agreement.

**226.** In case of conflict and/or disputable situations, the Parties carry out the following actions:

1) The Client sends a message, in electronic form, by contacting the Bank (branch, additional premises of the Bank), or the Bank's Call Center, indicating his personal data, address, phone number, content of the claim and other information;

2) The Bank considers the Client's application within the time limits established by the legislation of the Republic of Kazakhstan on the procedure for considering citizens' appeals;

3) The Bank provides the Client with a written response to the address specified in the message sent to the Bank in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

**227.** In case of disputes over the Electronic Banking Service, the Client notifies the Bank in writing about this in writing with the attachment of documents confirming the validity of the claim (if any) within 30 (thirty) calendar days from the date of discovery of the disputed situation. Failure by the Bank to receive such notification from the Client within the specified period is considered confirmation of the correctness of the payment service.

**228.** When the Bank conducts an audit on a disputed situation in order to reduce the risk Unauthorized payments, the Bank, in the interests of the Client, may, at its discretion, take measures to prevent losses and expenses of the Client, including temporary suspension of acceptance of instructions to the Account.

**229.** If the Client's claim on the disputed situation has been recognized by the Bank as justified, the Bank has the right to return the amount of the expenditure operation or its equivalent.

**230.** The Bank returns the money to the Client on a reasonable claim only after they have been returned to the Bank in compliance with the rules and regulations of the internal documents of the Bank and/or the payment system.

**231.** If, as a result of the investigation conducted at the request of the Client, the disputed If the Client's claim is deemed unfounded, the Bank has the right to demand that the Client pay at the actual cost all the Bank's expenses related to the Bank's verification of such a disputable situation.

**232.** In case of detection of unjustified refusal of execution or improperly executed instructions the Bank reimburses the Client for the amount of actual damage, not exceeding the amount of expenses incurred by the Client, which can be proved by documents. The execution of such a payment releases the Bank from the execution of such an instruction, while the Client has the right to submit a new instruction.

**233.** Payment is made within 90 (ninety) calendar days from the date of provision to the Bank documents sufficient to confirm an unjustified refusal to execute or improper execution of the instruction.

## **SECTION VIII. OPENING AND MAINTENANCE OF AN UNALLOCATED METAL ACCOUNT**

### **1. Mode of opening, maintaining and closing an Unallocated metal account**

**234.** The Bank opens an Unallocated Metal Account to the Client on the basis of the submitted the Client requests to open an Unallocated Metallic Account, when the Client submits to the Bank the documents necessary to open an Unallocated Metallic Account in accordance with the legislation of the Republic of Kazakhstan.

Conditions not regulated by this section of the Agreement are governed by other sections of the Agreement.

**235.** The Client has the right to open one Non-Blocked Metal Account after joining the Agreement.

**236.** The number of the Non-blocked metal account, indicated in the Application for opening an unallocated metal account.

**237.** Provides on behalf of the Client the following types of services for Non-Blocked metal account:

- 1) crediting to an unallocated metal ADM account, by making a purchase by an ADM Client;
- 2) debiting from an unallocated metal ADM account, by selling the ADM by the Client;
- 3) closing of an unallocated metal account.

**238.** The purchase/sale of ADMS is carried out by non-cash conversion using the Client's current accounts in national currency (tenge) and foreign currency (US dollars) opened in the Bank.

**239.** When opening and using an Unallocated Metal Account, the Client:

- 1) presents a package of documents required to open an Unallocated metal account;
- 2) gives instructions to the Bank to carry out operations on an Unallocated Metal Account in accordance with the legislation of the Republic of Kazakhstan and the Agreement;
- 3) pays for the Bank's services in accordance with the Bank's Tariffs;
- 4) gives the Bank his unconditional consent to the collection by the Bank from all sources, processing and dissemination by the Bank of any information about the Client, in the manner and on the terms stipulated by the Agreement.

**240.** The amount of fees charged for the Bank's services related to the conduct of transactions on The non-blocked metal account is determined by the Bank's Tariffs, and the procedure for changing them, as well as charging them, are specified in clauses 58-60 of the Agreement.

**241.** By joining the Agreement, the Client gives consent to the withdrawal of money in accordance with by this Agreement from the Client's bank accounts without additional consent/confirmation/indication of the Client.

**242.** The minimum purchase/sale lot of ADM is 0.1 troy ounce (1 troy ounce is equal to 31.1035 grams).

**243.** Crediting/debiting of the ADM to/from an Unallocated metal account is performed on based on the Client's orders according to the forms established by the Bank for the purchase/sale of ADM, in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the Contract within 1 (one) business days from the date of receipt of the relevant order. The purchase/sale of ADM on behalf of the Client is carried out at the price set by the Bank, respectively, for the sale /purchase of ADM at the time of such transaction.

**244.** In case of erroneous crediting of the ADM to an Unallocated metal account, the Bank writes off mistakenly credited ADMS with subsequent notification of the Client by submitting an extract on an Unallocated metal account in accordance with the procedure established by the Contract.

**245.** The Bank does not execute the Client's orders in the following cases:

- 1) if the operation is prohibited by the legislation of the Republic of Kazakhstan;
- 2) if the Client's order is executed in violation of the requirements established by the legislation of the Republic of Kazakhstan or this Agreement;
- 3) The Client has not secured the free balance of the ADM on his Non-Blocked Metal Account and/or there are not enough amounts of money on the current account to carry out operations on the Non-Blocked Metal Account and pay the commission due to the Bank for carrying out operations with the ADM;
- 4) if the Client's details are incorrectly specified in the Client's order, etc.;
- 5) if there are sufficient grounds to believe that the Client's order may be regarded as unauthorized;

- 6) The Client did not pay the Bank a commission fee for servicing an Unallocated Metal Account in a timely manner;
- 7) in other cases, established by the legislation of the Republic of Kazakhstan.

Exclude.

**246.** Receiving/issuing ADM from the Client/To the Client on/from an Unallocated metal account in physical form is not produced.

**247.** The Bank's obligations to return the ADM balances on an Unallocated metal account in case of forced liquidation of the Bank, they are not subject to mandatory guarantees.

247-1. The closure of an Unallocated Metallic Account is made on the basis of the Client's application no later than 5 (five) business days from the date of receipt of the relevant application, except in cases when the closure of an Unallocated metallic account is not allowed on the grounds provided for by the legislation of the Republic of Kazakhstan

## **2. Rights and obligations of the Parties**

### **248. The client is obliged to:**

- 1) to provide properly executed documents required by the Bank in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank and the Agreement for the opening of an Unallocated Metal Account;
- 2) make payment for opening and maintaining an Unallocated metal account, for the provision of other services under this Agreement in accordance with the Bank's Tariffs;
- 3) execute instructions in writing for the Bank to carry out operations on an Unallocated Metal Account in accordance with the requirements of the legislation of the Republic of Kazakhstan of the Contract, submit them within the Operational Day established by the Bank;
- 4) if the fact of erroneous crediting of the ADM to an Unallocated Metal Account is established, notify the Bank about it within 3 (three) business days from the date of receipt of the statement containing information about the erroneous crediting;
- 5) if there are accounts payable to the Bank, notify the Bank of the opening of bank accounts and metal accounts with other banks within 5 (five) business days from the date of their opening;
- 6) within 7 (seven) calendar days, notify the Bank of changes in personal data: place of residence, phone number, surname, etc. with the provision of duly executed documents confirming the changes made;
- 7) notify the Bank in advance, no later than 5 (five) business days, of the transfer of the ADMS located on the Non-Blocked Metal Account as collateral or of their other encumbrance;
- 8) notify the Bank within 1 (one) business day from the date of granting the power of attorney for the right to dispose, use, and own an Unallocated Metal Account to third parties, or about the early termination of powers in connection with the revocation of the power of attorney in one of the following ways:
  - a) by submitting to the branch/additional premises of the Bank's branch a written notice indicating the surname, first name and patronymic (if any) of the attorney, the name and number of the attorney's identity document, a list of powers to represent the interests of the principal in the Bank by the attorney or a written notice of revocation of the power of attorney indicating the date of its issuance, surname, first name and patronymic (if any) of the attorney, date of revocation of the power of attorney;
  - b) by sending a copy of the power of attorney issued to the attorney by fax/e-mail (to the e-mail address of the head of the department of the front office of the Bank branch) with mandatory oral (by phone) confirmation of the transfer of the power of attorney to the Bank.

In case of non-fulfillment/improper fulfillment by the Client of the notification procedure, the Bank is released from liability for damage that may be caused to the Client.

### **249. The Client has the right to:**

- 1) independently dispose of ADMS located on an Unallocated metal account in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the Contract;
- 2) to give instructions to the Bank on carrying out operations during the operational day established in the Bank;
- 3) get acquainted with the Bank's Tariffs;
- 4) submit an application to the Bank to challenge the operation on an Unallocated Metal Account reflected in the Account statement within 30 (thirty) calendar days from the date of such operation;
- 5) receive statements on an Unallocated metal account about the balances and movement of the ADM.
- 6) submit an Application at a Bank branch or through Remote Service Channels by signing it by all means (including identification methods) provided for in the Contract.

**250. The Bank has the right to:**

- 1) to demand any documents provided for by the legislation of the Republic of Kazakhstan for opening an Unallocated metal account, as well as, in accordance with the procedure established by the legislation of the Republic of Kazakhstan, to require the Client to provide documents and information provided for by the legislation of the Republic of Kazakhstan in order to verify compliance with the legislation of the operations carried out by the Client, including the requirements of the legislation of the Republic of Kazakhstan on countering and legalization (laundering) proceeds from crime and the financing of terrorism, as well as to ensure compliance with the current legislation of the Republic of Kazakhstan by the Bank itself;
- 2) not to execute the Client's orders if there are facts indicating that the Client violated the norms of the legislation of the Republic of Kazakhstan and this Agreement, the technique of execution of orders and the timing of their submission to the Bank;
- 3) not to execute the Client's orders if the Client does not provide the ADM balance on an Unallocated Metal Account sufficient to execute the Client's orders and/or the money on the current account necessary to carry out operations and pay the commission due to the Bank for carrying out operations with the ADM;
- 4) include in the Client's orders additional information necessary for the Bank to process the orders;
- 5) receive payment for opening and maintaining an Unallocated Metal Account, and the provision of other services under this Agreement in accordance with the Bank's Tariffs in accordance with the procedure established by the Agreement;
- 6) in case of establishing the fact of the erroneous crediting of the ADM to an Unallocated Metal Account (both independently by the Bank and upon notification by the Client), withdraw the ADM without the additional consent of the Client;
- 7) in case of non-receipt of the Client's claims for an operation carried out on an Unallocated Metal Account within 30 (thirty) calendar days from the date of its execution, consider the operation confirmed;
- 8) refuse to open an Unallocated Metal Account, in cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan in the field of countering the legalization (laundering) of proceeds from crime and the financing of terrorism.
- 9) independently close an Unallocated metal account, if there is no ADM in it and the Client has not used it for more than 1 (one) year. Notification of refusal to perform the Contract (in terms of maintaining an Unallocated Metal account) is brought to the attention of the Client through a Communication Channel and (or) posting relevant information on an Internet resource. An unallocated metal account is closed from the date specified in the notification, and it does not require the conclusion of any agreements between the Parties.

**251.** Require the provision of information about the Client, suspend/refuse to conduct transactions, business relations with the Client shall be terminated in accordance with the procedure provided for in sub-clauses 6)-12) of clause 70 of the Contract.

**252. The Bank is obliged to:**

to acquaint the Client with the current Tariffs of the Bank;  
open to the Client an Unallocated metal account in the ADM according to the Application submitted by the Client and when the Client provides the necessary documents;

- 1) to carry out operations on an Unallocated metal account in accordance with the legislation of the Republic of Kazakhstan, the Client's orders are executed in accordance with the procedure and terms established by the legislation of the Republic of Kazakhstan and the Contract;
- 2) to issue statements on an Unallocated Metal Account, accept Client orders and other banking operations and services – on the operational day set by the Bank;
- 3) guarantee the secrecy of the Non-Blocked metal account and transactions on it in the manner and within the limits established by the legislation of the Republic of Kazakhstan.

**253.** The Bank is not responsible for damage caused by non-performance or improper fulfillment by the Client of the obligations established by sub-clauses 6) and 7) of the Contract Clause 248.

**3. Mutual settlements of the parties**

**254.** In case of insufficient money on the current account for the Client to pay the amounts of commissions for services By maintaining an Unallocated Metal Account, the Bank performs direct debiting of any Client's bank accounts opened with the Bank, in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

**255.** If there is no/insufficient money in the Client's bank accounts opened with the Bank, the Bank has the right to withdraw the relevant amounts from any bank accounts of the Client opened in any other banks (organizations engaged in certain types of banking operations) on the territory of the Republic of Kazakhstan and

abroad, in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

**256.** In case of insufficient money in the Client's bank account (in the Bank or in any other banks (organizations carrying out certain types of banking operations) on the territory of the Republic of Kazakhstan and abroad) to withdraw the entire amount of money specified in the payment document, such a payment document is stored in the card file to the Client's bank account.

## **SECTION IX. FINAL PROVISIONS**

### **1. Dispute Resolution Procedure**

- 257.** In terms of issues not regulated by the Contract, the Parties are guided by the legislation of the Republic of Kazakhstan.
- 258.** All disputes and disagreements arising during the conclusion and performance of the Contract or all disputes arising out of or in connection with the conclusion and performance of the Agreement (including unauthorized transactions) shall be resolved jointly by the parties within ten (10) business days at the latest.
- 259.** All disputes related to this Agreement, not settled by negotiations, shall be at the option of the claimant/applicant in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (except for cases when in accordance with the requirements of the Civil Procedure Code of the Republic of Kazakhstan the exclusive jurisdiction is established)
- 260.** The Parties agree to recognize the data on transactions on electronic media as evidence in the resolution of disputes.
- 261.** Mutual claims on settlements between the Client and third parties shall be considered directly by themselves, without the participation of the Bank.

### **2. The process of resolving conflicts (disagreements) related to electronic documents signed by the client via EDS**

- 262.** When generating, delivering, receiving, confirming the receipt of electronic documents with using EDS, conflicts may arise between the Bank and the client.
- 263.** In case of a conflict situation, the Client must immediately, but no later than No later than within 3 (three) business days after the conflict situation arises, send a notification about the conflict situation to the Bank.
- 264.** Notification (sent to the Bank's e-mail address: info@jusan.kz) on the alleged the notification (sent to the Bank's e-mail address: \_COPY) shall contain information on the essence of the conflict situation and the circumstances, which, in the Client's opinion, indicate the presence of a conflict situation, as well as claims against the Bank. The notice must contain the client's full name, IIN, contact phone numbers, e-mail address.
- 265.** The Bank shall verify the existence of circumstances indicating the occurrence of a conflict situation the Bank shall verify the existence of circumstances evidencing the occurrence of conflict situation and, if necessary, shall send information to the Client about the results of verification and measures taken to resolve the situation of conflict, within the time limit stipulated by law.
- 266.** Upon receipt of the information by the client:
- 1) the conflict situation is recognized as resolved as a matter of routine if the client is satisfied with the information received from the Bank and withdraws his claims specified in the notice;
  - 2) if the client is not satisfied with the information received from the Bank, the client shall notify the Bank.
- 267.** If the Client is not satisfied with the response provided, the Bank shall reconsider notification of a conflict situation in accordance with the internal documents of the Bank, and provide a response within the time frame stipulated by the legislation of the Republic of Kazakhstan. If the Client is not satisfied with the results of the second review of the conflict situation, the conflict situation shall be resolved in court.

### **3. Privacy**

- 268.** Any information transferred by the Parties to each other in connection with the Agreement, as well as the fact of conclusion of the Agreement shall be confidential information and may not be disclosed to third parties without obtaining prior written consent of the other Party, unless otherwise follows from the requirements of the legislation of the Republic of Kazakhstan or the terms of the Agreement.
- 269.** The Bank shall not be liable if the confidentiality has been violated through the Client's fault or the confidential information was known or became known to third parties from other sources.
- 270.** By submitting the Application, the Client agrees that in order to receive banking services, perform By applying, the Client agrees that the Bank shall have the right to request any information disclosure, in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank, establishing the need to comply with the level of information disclosure, and the Client undertakes to provide the Bank on its first request any information within the time frame, established by the Bank.

271. By submitting the Application, the Client unconditionally and irrevocably authorizes the Bank to provide, on a confidential basis, on the basis of the Agreement without any additional consent of the Client, to the following third parties:

1) legal entities, which are major participants of the Bank, other affiliated legal entities of the Bank; authorized state bodies, courts, law enforcement agencies (including bodies of inquiry and/or preliminary investigation, national security agencies) and other persons on the grounds and in the manner prescribed by the legislation of the Republic of Kazakhstan, or in case of violation by the Client of his/her obligations to the Bank, or in case of violation by the Client of the legislation of the Republic of Kazakhstan; any third parties to which the Bank assigns its claim rights under the Contract,

2) any third parties who are hired or will be hired in the future by the Bank, the Bank's shareholders and/or the Bank's affiliates to conduct analytical surveys, provide other services, including, but not limited to, debt repayment services, consulting, legal, auditing and other services related to the payment and/or transfer money (including correspondent banks, payment card systems, etc.) to enable such third parties to fulfill their obligations to the Bank, the Bank's shareholders and/or the Bank's affiliates, as well as for the implementation of its functions within the framework of the legislation of the Republic of Kazakhstan, - any information related to the Client and/or the Agreement and/or other agreements concluded between the Bank and/or the Client and/or third parties, including terminated ones, constituting a banking secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other legally protected secret that is necessary and sufficient for proper provision of services to the Bank, shareholders of the Bank and/or affiliated persons of the Bank, as well as for the implementation of their functions within the framework of the legislation of the Republic of Kazakhstan (provision of reports/reporting/ information to the National Bank of the Republic of Kazakhstan, state revenue bodies, as well as in other cases in which there is a need/ obligation to provide such information/information);

3) authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including the US tax authorities (Internal Revenue Service) and foreign tax agents, - any information related to the Client and/or the Agreement and/or other agreements concluded between the Bank and the Client, including those terminated, constituting a banking secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other legally protected secret, in order to implement the requirements defined by the Law of the United States of America "On the tax regime of foreign accounts" FATCA (Foreign Account Tax Compliance Act), and also in accordance with the requirements of the Multilateral Agreement of the Competent Authorities on the automatic exchange of information on financial accounts according to the Unified Standard for the Provision of Information (CRS);

4) State bodies, including legal entities with state participation, within the framework of contracts/agreements concluded with the Bank.

### **3. Term of validity and terms of termination of the Contract**

272. The Agreement shall become binding on the Parties from the date of accession of the Client to the Agreement for an indefinite term.

273. The Agreement shall be terminated on the grounds and in the manner prescribed by the Agreement and The Agreement shall be terminated on the grounds and in accordance with the procedure set forth in the Agreement, including on the Client's initiative on the basis of his/her application submitted/directed to the Bank, in the absence of unfulfilled liabilities under the Agreement (except for the cases when the Agreement termination is permitted) and the grounds, at which in accordance with the legislation of the Republic of Kazakhstan the Agreement termination shall not be permitted.

274. The Bank has the right to cancel the Contract, notifying the Client not less than 30 (thirty) (thirty) calendar days before the planned date of termination of the Agreement. In case the Client fails to perform his obligations under the Agreement, the Agreement shall remain in force in the relevant part until the Client fully performs his obligations under the Agreement.

275. The Agreement can be terminated prematurely at the initiative of the Client in the absence of The Client shall notify the Bank thereof at least 30 (thirty) business days prior to the scheduled termination date of the Agreement.

276. The Bank shall be entitled to initiate amendments and/or additions to the Agreement only in respect of products/services, for which the legislation of the Republic of Kazakhstan does not establish restrictions, by posting information on the Website. Information about the relevant changes and / or additions shall be brought to the Client's attention not later than 15 (fifteen) calendar days before the date of enactment of such changes and / or additions.

277. Failure of the Client to submit to the Bank a statement of non-acceptance of the terms and conditions of the Agreement, considering the amended the Client's failure to submit to the Bank a statement of non-acceptance of the terms of the Agreement, taking into account the changes and/or additions made, within 15 (fifteen) calendar days from the date of informing the Client about the changes and/or additions to the Agreement, means the Client's consent to the new (changed and/or amended) version of the Agreement and accession to it in general, taking into account the



changes and/or additions made, which come into force from the end date of informing the Client about the new (changed and/or amended) version of the Agreement.

278. The Client and any other acceding Party shall be obliged to get acquainted with the changes in The Client or any other acceded Party shall not release the Client or any other acceded Party from their liabilities and responsibility for execution of the Agreement. At the same time, the Bank shall make every effort to notify the acceded Party of the changes, new products and services, by all the means (Means of Communication) established by the legislation of the Republic of Kazakhstan and the Agreement.

279. After introduction of amendments and/or additions to the Agreement, it continues to be in force in the amended and/or supplemented, it shall continue to be in force in an amended and/or supplemented form.

#### **4. Other terms and conditions of the Agreement**

280. The Agreement constitutes the entire understanding of the Parties with respect to its subject matter, and supersedes all prior written or oral agreements or understandings between the Parties with respect to the terms of the Agreement

281. The Contract shall be binding upon the Parties, their successors and permitted representatives.

282. If any provision of the Agreement becomes invalid, invalid or illegal, this does not affect the validity and legality of the remaining provisions of the Agreement. In such cases, the Parties will make every effort to replace the invalid provision with a new legally significant one.

283. The Client acknowledges and agrees that the Bank is actively working to prevent casesinvolvement of the Bank in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc. The Bank's work standards are aimed at preserving and protecting the Bank's reputation, as well as ensuring that Clients' faith in the integrity of the Bank is not undermined in any way. In this regard, the Bank, at its discretion, establishes certain requirements for the Bank's Clients and transactions, transactions performed by the Bank's Clients, which may change from time to time. Thus, the Bank may establish criteria by which a particular Client of the Bank, or a particular transaction or operation of a Client of the Bank may be classified as unusual/suspicious Clients and/or transactions/operations.

284. The Client hereby certifies that with respect to personal and other data of subjects,transferred and to be transferred in the future by the Client to the Bank under the Agreement, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, there is a need to collect and process such personal data, the Client has previously obtained from the subjects of personal data that he provided, consent to the collection and processing of personal data, to transfer of personal data to a third party, including a Bank, collection and processing by the Bank, for cross-border transfer of personal data, regardless of the provision by the relevant foreign state of protection of the transferred personal data, unless such transfer is prohibited or restricted by the legislation of the Republic of Kazakhstan.

If necessary, determined by the Bank, the Client provides the Bank with documentary confirmation of the existence of the consents collected by the Client from the subjects of personal data for the collection and processing of personal data, for the transfer of personal data to a third party, including the Bank, collection and processing by the Bank, for cross-border transfer.

The responsibility for the absence of the above consents lies with the Client. If any measures are applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data, the Client undertakes to reimburse the Bank, at the request of the Bank, any expenses and losses incurred by the Bank.

285. The Parties are responsible for non-fulfillment / improper fulfillment of obligations under this Agreement in accordance with the legislation of the Republic of Kazakhstan.

286. The Parties are not responsible for cases of non-fulfillment / improper fulfillment obligations under the Contract, if such cases resulted from the occurrence of force majeure circumstances, including, but not limited to: adoption by authorized state bodies, supervisory authorities, the National Bank of the Republic of Kazakhstan of acts/measures of a restrictive and prohibitive nature, software failures, power outages, damage to communication lines and other circumstances beyond the control of the Parties, and directly related to the subject of the Agreement.

287. In the event of force majeure circumstances affecting the performance of the Parties according to its obligations under the Contract, the Party for which the specified circumstances have developed is obliged to notify the other Party about it no later than 3 (three) business days from the moment of occurrence of the specified circumstances. Otherwise, the Party for whom force majeure circumstances have arisen has no right to refer to their existence and duration.

In the cases established by this clause of the Agreement, the term of performance of obligations under this Agreement is postponed in proportion to the time during which force majeure circumstances were in effect.

288. The Bank is not liable to the Client for non-fulfillment or improper fulfillment of obligations under the Agreement arising as a result of unclear, incomplete or inaccurate instructions of the Client and for other reasons beyond the control of the Bank.

#### **5. Anti-corruption clause**

289. When fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries:

1) do not pay, do not offer to pay and do not allow the payment of money or valuables, directly or indirectly, to any persons to influence the actions or decisions of these persons in order to obtain any illegal benefits or other illegal

purposes;

2) do not carry out actions qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Contract, such as giving/receiving a bribe, commercial bribery, corruption.

290. Each of the Parties to the Contract refuses to stimulate employees

/ representatives of the other Party in any way, including by providing money, gifts, gratuitous performance of works (services) to them and in other ways not listed in this subsection, putting the employee / representative of the other Party in a certain dependence and aimed at ensuring performance by this employee / representative of any actions in favor of the stimulating Side.

The actions of a Bank employee carried out in favor of a Client who stimulates this employee in the above ways are understood as:

- 1) providing unjustified advantages to the Client in comparison with other clients of the Bank;
- 2) providing the Client with any guarantees not provided for by the legislation and internal documents of the Bank;
- 3) acceleration of existing procedures;
- 4) other actions performed by an employee within the framework of their official duties, but contrary to the internal documents of the Bank and the principles of transparency and openness of relations between the Parties.

291. The Client hereby authorizes the Bank to record a telephone conversation between the Parties at the oral request of the Client. The Parties also acknowledge that the audio recording of a telephone conversation between the Bank and the Client is a confirmation of the fact of the Client's oral appeal to the Bank, including with a request to block/unblock the Payment Card, remove/change/restore restrictions and/or limits on the Payment Card, as well as upon receipt of information about the status of the bank account. The Client acknowledges that his claims specified in this clause of the Agreement, received by the Bank in another way (provided by the Bank), are also documents confirming the fact of the Client's application to the Bank.

292. The Client hereby confirms that:

- 1) has the authority to perform operations carried out under the Contract, the operations do not contradict the legislation of the Republic of Kazakhstan (are authorized);
- 2) The payment documents on the basis of which transactions are carried out are issued/drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan established for the execution of Payment documents;
- 3) The Client determines the correctness of the execution of transactions carried out under the Agreement, and, in case of execution of an unauthorized transaction, informs the Bank about it within the time period established by the Agreement.

293. The refund of money for an unauthorized transaction is carried out by the beneficiary's bank in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

294. In all disputes, the Client makes a request to the Bank via Remote Communication channels, by sending a written message, or by personal appeal.

295. In cases not provided for by the Agreement, the Parties are guided by the legislation of the Republic of Kazakhstan.

296. The Agreement is drawn up in Russian, Kazakh and English. In case of non-compliance Russian and English texts of the Agreement the Parties are guided by the text of the Agreement in Russian.

297. The order of the articles, the titles of the articles and other headings contained in the Agreement, used for convenience and do not contain any restrictions, characteristics or interpretations of any provisions of the Agreement.

298. All notifications, requests under the Agreement shall be sent to the Client at the Bank's discretion by one of the following means of the following ways: by fax/e-mail/SMS/Push-notification/ by mail/ via Mobile app/Web-banking, by posting information on the Internet site of the Bank/by posting notices in the operating rooms of one of the Bank. In the absence of notification of changes in contact details provided by the Client, all notifications, requests, demands shall be sent to the last known to the Bank postal/electronic address or telephone number, and shall be considered as duly sent/delivered and received by the Client, regardless of whether the Client is at this address, uses telephone number/email address or not.

299. Any notice or request of the Client must be submitted in writing form, except for the cases stipulated by the Agreement. Such notice or request shall be considered as duly sent to the Bank if sent by mail or courier service to the Bank.

**Bank details:**

Jusan Bank JSC, postal code-A26F8T9, 242 Nursultan Nazarbayev ave., Medeu district, Almaty, Republic of Kazakhstan

BIN 920140000084,

IIC KZ48125KZT1001300336 in RSE "National Bank of the Republic of Kazakhstan",

BIC TSESKZKA

[info@jusan.kz](mailto:info@jusan.kz); [mycard@jusan.kz](mailto:mycard@jusan.kz) (card inquiries)

**Tel.: 8 (727) 331 26 04, fax: 8 (727) 331 26 03, 7711 (from mobile free)**

**STATEMENT FOR AN INDIVIDUAL (GENERAL)**

The purpose of establishing a business relationship:	receiving banking services of "Jusan Bank" JSC, BIN 920140000084 (hereinafter - the Bank)
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**Please open a current account and issue a payment card:**

Type of account	Current account
Currency of account	KZT    USD    EUR    RUB    other currency (specify)_____
The maximum (limit) amount of deposit guarantee (the amount established by the Law of the Republic of Kazakhstan "On mandatory guarantee of deposits placed in second-tier banks of the Republic of Kazakhstan")	The maximum (limit) amount of the guarantee is: KZT _____  If several deposits/accounts of different types and currency are placed/opened in the Bank, the aggregate balance of the amount for all deposits/accounts is guaranteed, but not more than the maximum amount of guaranteed compensation – 20 million tenge, taking into account the limits for each type of deposit/account.
Debit card and current account	for personal needs
Debit card and current account	for personal needs For salary or scholarship
Debit social card and current (special) account	For alimony (money intended for the support of minor and disabled children) For benefits and social payments paid from the state budget and (or) the State Social Insurance Fund
Debit social card and current (special) account	Retirement benefit <input type="checkbox"/>
20 digit current account number	
Type of payment card	
Full name of the additional card's owner	
IIN of the additional cardholder	

**Within the "Family Card" please open an additional payment card/current account/access**

Full name of the additional cardholder	
IIN of the additional cardholder	
Type of account for purposes	Current account
Currency of account for the purposes	KZT
20-digit account number for purposes	
The maximum (limit) amount of deposit guarantee (the amount established by the Law of the Republic of Kazakhstan "On mandatory guarantee of deposits placed in second-tier banks of the Republic of Kazakhstan")	The maximum (limit) amount of the guarantee is: KZT _____ If several deposits/accounts of different types and currency are placed/opened in the Bank, the aggregate balance of the amount for all deposits/accounts is guaranteed, but not more than the maximum amount of guaranteed compensation – 20 million tenge, taking into account the limits for each type of deposit/account.
Additional Card Holder's contact phone number	
Individual's full name to grant access to the Family Card	
Individual's IIN, to grant access to the Family Card	

I guarantee that I have the necessary consents (authority) of individuals whose legal representative I am, as well as individuals to whom access to the Family Card is granted on:

- collection, processing by the Bank, affiliated persons of the Bank, third parties that provide services to the Bank, including cross-border transfer, personal and biometric data, information about these persons recorded on electronic, paper and any other medium, for the use of any available data processing technologies, for the purpose of making decisions or performing other actions By the Bank, (without the dissemination of personal data in publicly available sources) generating legal consequences for transactions (conclusion and execution of contracts) related to the provision of services by the Bank;
- receipt by the Bank of information about these individuals from the State Corporation "Government for Citizens" NJSC, as well as any other information from databases of state bodies, other organizations and persons, directly and through third parties;
- provision by the Bank of information about these individuals to credit bureaus with which the Bank has concluded an agreement on the provision of information, in order to obtain information about them from the State Corporation "Government for Citizens" NJSC, as well as any other information from the databases of state bodies.

**Please mark up the bank deposit under the following conditions:**

Deposit name	Jusan Deposit
Type of deposit	Fixed deposit (deposit)
The maximum (limit) amount of deposit guarantee (the amount established by the Law of the Republic of Kazakhstan "On mandatory guarantee of deposits placed in second-tier banks of the Republic of Kazakhstan")	The maximum (limit) amount of the guarantee is: KZT _____  If several deposits/accounts of different types and currency are placed/opened in the Bank, the aggregate balance of the amount for all deposits/accounts is guaranteed, but not more than the maximum amount of guaranteed compensation – 20 million tenge, taking into account the limits for each type of deposit/account.
Deposit currency	KZT    USD    EUR    RUB    other currency (specify)_____
Deposit amount	
Nominal rate	
Annual effective rate of return	
Deposit term	
Conditions for partial withdrawal of the deposit amount	The Deposit shall be returned not later than 7 (seven) calendar days from the date of submission of the Depositor's application for early return of the term deposit.
The condition of remature withdrawal	The Deposit shall be returned not later than 7 (seven) calendar days from the date of submission of the Depositor's application for early return (closure) of the term deposit.
Account for payment of accrued remuneration	
20-digit deposit account number	
Procedure of Remuneration payment	
Replenishment condition	
Minimum balance requirement	
Extension clause	
The clause of payment of the deposit at the end of the validity period	
Additional conditions	
The number of the savings/current account from which you need to withdraw money to replenish the deposit amount	

**Please open account:**

Type of account	
Currency of account	KZT    USD    EUR    RUB    other currency (specify)_____
The maximum (limit) amount of deposit guarantee (the amount established by the Law of the Republic of Kazakhstan "On mandatory guarantee of deposits placed in second-tier banks of the Republic of Kazakhstan")	The maximum (limit) amount of the guarantee is: KZT _____  If several deposits/accounts of different types and currency are placed/opened in the Bank, the aggregate balance of the amount for all deposits/accounts is guaranteed, but not more than the maximum amount of guaranteed compensation – 20 million tenge, taking into account the limits for each type of deposit/account.

20 digit current account number	
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**Please open account:**

Unallocated bullion account	gold <input type="checkbox"/> silver <input type="checkbox"/> platinum <input type="checkbox"/> palladium <input type="checkbox"/> other metal _____
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Number of the unallocated bullion account	
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Period of storage of precious metals	
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**Warranty**

Guarantee compensation is paid by the organization performing the compulsory guarantee of deposits, based on the amount of the balance on the deposit (current account/deposit) taking into account the accrued interest on the deposit and the amount of the balance on the account, but not more than the maximum (maximum) amount of guarantee established by Article 18 of the Law "On compulsory guaranteeing of deposits placed in the second-tier banks of the Republic of Kazakhstan", on the date of withdrawal of the license.

**PERSONAL DETAILS:**

Resident of the RK:	Non-resident of the RK:	Residence of Country:	
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T.А.Ә. (толық): /Ф.И.О. (полностью):/Patronymic name,surname,name (Full name):	IIN or Foreign registration number (code):
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Country of citizenship:	Place of birth (country, city/town/locality):	Country of tax residence:	Taxpayer's number (for non-residents)
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Clients contact details:	E-mail address:
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**Clients contact details:**

Name of document:	Issued the document by authority:	Series, document number:
Date of issue:	Validity period of the document:	Date of birth:

**Clients registration address:**

Country:	Region:	District:	House №
Locality:	Street /microdistrict:	Apart. №:	

**Client's address of actual residence:**

Country:	Region:	District:	House №
Locality:	Street/microdistrict	Apart. №:	

**Information about the document confirming the right of entry, exit and stay of a non-resident individual in the territory of the Republic of Kazakhstan (Visa/Migration Card):**

Type of document:	Document's №:	Date of issue:	Validity period of the document:
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**Information about the beneficial owner of the Client:**

A note that the individual establishing (or performing) business relations (performing transactions) acts on his own behalf in his own interests (*if the answer is "no", it is necessary to fill in the data on the beneficial owner):	Yes	No
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A note on the presence of an individual exercising control over the client (*if the answer is "yes", it is necessary to fill in the data on the beneficial owner):	Yes	No
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A note on the presence of an individual in whose interests the client performs transactions with money and (or) other property (*if the answer is "yes", it is necessary to fill in the data on the beneficial owner):	Yes	No
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Resident of RK:	Non-resident of RK:	Country of residence:
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Name and surname of the beneficial owner of the client (in full):	
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Country of Citizenship:	IIN or Foreign registration number:	Share of participation:
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Country of tax residence:	Taxpayer's number:
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**Information about a foreign/national public official (PO):**

Do you have involvement/affiliation with a PO, his spouse (spouse) and close relatives?	Yes	No	If "Yes", specify the full name, the position of the PO, and the degree of kinship/involvement/ affiliation, if applicable:
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**INFORMATION ON THE CLIENT'S TAX RESIDENCY FOR FATCA AND OECD PURPOSES: /**

Are you a US citizen?:	Yes	No	If "Yes", specify the TIN:
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Are you a resident, including a US tax resident?:	Yes	No	If "Yes", specify the category:
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Were you born in the USA?:	Yes	No	If "Yes", specify the place of birth:
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Do you have a current mailing address or a registered/actual residence address in the USA (including a mailbox in the USA)?	Yes	No	If "Yes", specify the address:
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Do you have a current phone number in the USA?	Yes	No	If "Yes", specify indicate number:
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Do you have valid instructions (instructions) for transferring funds to an account in the USA, carried out by "Jusan Bank" JSC?	Yes	No
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Have you provided a valid power of attorney or the right to sign to a person with an address in the USA?	Yes	No
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Do you have an address in the USA "for the transfer of correspondence to the final recipient" or an address in the USA "on demand", which is the only address available to the Bank for you?	Yes	No
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If "Yes", specify them:	
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Do you have any other grounds on which you are recognized as a US taxpayer?	Yes	No
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If "Yes", specify them:	
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Are you a tax resident of several foreign countries?	Yes	No
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If "Yes", specify the countries of tax residence:	If "Yes", specify the Taxpayer Number:
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**GENERAL DATA ON AN INDIVIDUAL-ATTORNEY/REPRESENTATIVE:**

Resident of the RK:	Non-resident of the RK:	Residence of Country:	
Full name:		IIN or Foreign registration number (code):	
Country Citizen	Place of birth (country, city/town/locality):	Country of tax residence:	Taxpayer's number (for non-residents):
Contact details of Attorney:		E-mail address of Attorney:	

**Data of the Attorney's identity document:**

Name of document:	Issued the document by authority:	Series, document number:
Date of issue:	Validity period of the document:	Date of birth:

**Registration address of Attorney:**

Country:	Region:	District:	House №
Locality:	Street /microdistrict:		Apart. №:

**Attorney's address of actual residence::**

Country:	Region:	District:	House №
Locality:	Street/microdistrict		Apart. №:

**Information about the document confirming the right of entry, exit and stay of a non-resident individual in the territory of the Republic of Kazakhstan (Visa/Migration Card):**

Type of document:	Document's №:	Date of issue:	Validity period of the document
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**Data of the document confirming the authority of the client's representative**

Document type (contract, order, other document):	
Document's number:	Date of issue
	Validity period of the document:

**I confirm that:**

- have no tax arrears and arrears on social payments;
- The information provided in the application is complete and true and may be used by the Bank to comply with the laws of the Republic of Kazakhstan, applicable foreign laws, international requirements and standards, and to prevent fraudulent activities;
- Immediately report any changes in the provided information;
- I have read and agree with the Bank's tariffs;
- I have read and accept the terms and conditions of the Comprehensive Individual Banking Service Agreement.

**I give my consent, valid from the date I sign it until the date I revoke it in writing, to**

- collection, processing by the Bank, the affiliates of the Bank, third parties that provide services to the Bank, including cross-border transfer, of my personal and biometric data, information about me recorded on electronic, paper or any other media, to use any available data processing technologies for the purpose of making decisions or other actions by the Bank (without distribution of personal data in publicly available sources) that generate legal consequences for the execution of transactions (conclusion and execution of contracts) related to the provision of services by the Bank;
- The Bank receives information about the Client from the pension savings funds and State Corporation "Government for Citizens" and any other information from databases of government agencies, other organizations and individuals, directly or through third parties;
- the provision of information about the Client by the Bank to the credit bureaus with which the Bank has concluded an agreement on the provision of information;
- issuing to the Bank a credit report on the Client from the credit bureau, including data that will be received in the future.

**The attorney/representative of an individual provides his consent, effective from the date of its signing and until the day of withdrawal in writing, to:**

- collection, processing by the Bank, affiliates of the Bank, third parties that provide services to the Bank, including cross-border transfer, personal and biometric data, information about the attorney / representative of the individual, recorded on electronic, paper and any other media, to the use of any available data processing technologies, in order to make decisions or perform other actions by the Bank, which generate legal consequences for the transactions (conclusion and execution of contracts), related to the provision of services by the Bank to the client

(signature/ OTP - password)	(Individual's full name)/(Full name of the individual attorney)	(Date of filling)
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**BANK NOTICES:**

"Jusan Bank" JSC, postal code-A26F8T9, 242 Nursultan Nazarbayev ave., Medeu district, Almaty, Republic of Kazakhstan, BIN 920140000084, IIC KZ48125KZT1001300336 in RSE "National Bank of the Republic of Kazakhstan", BIC TSESKZKA, KBE 14. Operational management / Additional room No. \_\_\_\_\_ of the branch of "Jusan Bank" JSC, with the address: \_\_\_\_\_

Prepared by \_\_\_\_\_

Bank employee's full name)	position)	(signature)
Date of the inspection _____		



*Approved by:  
the Management Board of First Heartland Jusan Bank JSC  
Minutes dated February 23, 2022 No. 24-22  
the Board of Directors of First Heartland Jusan Bank JSC  
Minutes dated March 04, 2022 No. 04/03/22-01*

*With changes and additions, approved by the Management Board  
the Minutes dd. August 26, 2022 No. 107-22*

*By the Board of Directors for the individuals,  
related to "Jusan Bank" JSC by special relations  
the Minutes dd. October 05, 2022 No. 05/10/22-01*

Appendix No. 2

to the Amendments and Additions to the Complex Agreement  
of Banking Services for the Individual

Appendix No. 2 to the Complex Agreement  
of Banking Services for the Individual  
(applicable when registering a client via remote service channels)

### **Conditions for Digitisation of Payment Card of First Heartland Jusan Bank and Contactless Payment with the use of Token**

Current Conditions for Digitisation of Payment Card of First Heartland Jusan Bank and Contactless Payment with The Use of Token (the Conditions) shall form an integral part of the Complex Agreement of Banking Services for the Individual (the Agreement).

The Conditions determine the specifics and procedure of the Bank's digitisation of the Payment Card(-s), as well as set out the rights, obligations and responsibilities of the Bank and, as well as other specifics of the legal relationship between the Bank and the Client.

Terms and definitions used in the Conditions shall have the meaning given to them in the Agreement.

#### **1. General Provisions**

1.1 The Client shall adhere to the Conditions by performing the following action: confirming consent to accede to the Conditions by pressing the "I accept" button in the Payment Mobile Service and entering the one-time password of the Bank's Dynamic Identification System, which is recognised as acceptance (full and unconditional acceptance by the Client of all provisions of the Conditions). Tokenisation shall be performed using the Payment Mobile Service installed on the Mobile Device.

The Bank shall record the Client's adherence to the Conditions electronically through the Bank's hardware and software system.

Information from the Bank's hardware and software system can be used as evidence in disputes, including in court.

1.2 The Conditions set out the procedure for the Bank to provide the Client with the service of digitisation of Payment Card by Tokenisation, as well as the procedure for the Client's use of the Token for transactions.

1.3 The Bank shall not charge the Client a fee for digitisation of payment card by Tokenisation.

## **2. Use of a Token and Tokenisation of the Payment Card**

2.1 In order to carry out transactions with the use of Token, the Payment Card must be digitalised by Tokenisation through the Payment Mobile Service. By digitisation the Payment Card via Tokenisation, the Client gives their consent to the Bank to carry out transactions with the use of Token.

2.2 Upon successful Tokenisation, the Token is generated and stored in the secure cloud storage of the MPS and also in encrypted form in a specialised secure area of the Payment Mobile Service.

Tokenisation shall be carried out after the Client has been verified and the Bank has received the Client's consent for Tokenisation, subject to the following conditions: stable connection of the Mobile Device to the Internet at a speed of at least 1 mbps, battery charge on the Mobile Device more than 20 % (twenty percent), no interference with the Tokenisation process (closing the Payment Mobile Service, hiding (minimising) from the Mobile Device screen, etc.).

2.3 When using a Token, all Payment Card service conditions: Tariffs, limits and restrictions, participation in incentive programmes (promotions), information on transactions - shall not be changed.

2.4. The Client is entitled to delete the Token from the Mobile Device without the consent of the Bank. Removal of the Token from the Mobile Device shall result in termination of the Bank's transactions with the use of Token.

2.5 Transactions (payments) with the use of Token shall be made by bringing the Mobile Device to the POS terminal.

2.6 To carry out a transaction, the Client selects the relevant Payment Card Token with which the transaction is to be executed.

## **3. Blocking of Token**

3.1 Blocking of Token or removing it from the memory of the Mobile Device does not terminate the validity of Payment Card to which the relevant Token has been generated and does not technically restrict its use (does not block the Payment Card).

3.2 From the moment the Payment Card is blocked, the Token for that Payment Card is blocked on the Mobile Device in order to prevent unauthorised transactions.

3.3 If the Mobile Device is lost, the Client shall contact the Bank or a Bank's branch via the Communication Channels in order to block the Token contained in the lost Mobile Device. In this case, the Bank shall only block the Token, the Payment Card shall not be blocked.

3.4 The Token shall be recognised as being in the possession and use of the Client in the absence of a duly registered request by the Client to block the Token and transactions performed with the use of Token before the Client's notice of blocking the Token comes into force shall be recognised as duly authorised by the Client.

3.5 The Parties agree that the Client's instructions received via the Communication Channels to block the Token, provided that the Client's identity is established, shall be deemed equivalent to the Client's written instructions received by the Bank on paper, authenticated by the Client's signature.

The Token shall be blocked upon receipt by the Bank of the Client's notification regarding the Token Blocking:

3.5.1. when contacted via the Communication Channels - no later than 5 (five) hours from the moment of notification;

3.5.2. when applying to the Bank's branch in writing - no later than 1 (one) working day from the date of request;

In the event of a loss to the Client in the event of unauthorised transaction(-s) due to the Bank's failure to execute or untimely and/or improper execution of the Client's instruction to block the Token, the Bank is obliged to compensate the Client for the loss incurred in the amount of the unauthorised transaction(-s).

3.6. The Client agrees that the blocking of the Payment Card and/or seizure of funds in the Account and/or suspension of debit transactions on the Account on the grounds stipulated by the legislation of the Republic of Kazakhstan shall result in the inability to carry out transactions with the use of Token.

#### **4. Safety Requirements**

4.1 The Client shall comply with the following security requirements in order to avoid unauthorised transactions with the use of Token:

4.1.1. shall not leave the Mobile Device unattended;

4.1.2. ensure an adequate level of security on the Mobile Device by using Passwords and other possible methods of locking/unlocking the Mobile Device;

4.1.3. ensure that no fingerprints or other means of authenticating another person, including facial recognition, are registered on the Mobile Device;

4.1.4. not disclose the Password for the Mobile Device to any third parties;

4.1.5. delete all personal data and financial information from the Mobile Device if it is no longer in use;

4.1.6. immediately contact the Bank by calling the telephone number provided on the back of the Payment Card or the Bank's telephone number provided on the Website in case of suspicion of any unauthorised use of the Token, as well as if the Mobile Device has been hacked, lost or stolen;

4.1.7. shall not block any security features provided on the Mobile Device in order to protect the Token;

4.1.8. create a complex Password and save only your biometric data (fingerprints, facial recognition and other) to use the Mobile Device on compulsory basis;

4.1.9. delete all personal data and financial information from the Mobile Device when handing over the Mobile Device to third parties;

4.1.10. ensure that the Mobile Device is not subjected to privilege escalation/operating system hacking (jailbreaking, rooting, etc.);

4.1.11. shall not to use the Payment Mobile Service when connecting to wireless public networks;

4.1.12. shall not perform Verification to the Payment Mobile Service on the Mobile Device(-s) owned by the third party(-ies).

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

5.1. The Bank shall be obliged to:

5.1.1. carry out the Client's instructions received by means of the Token to carry out the Account transaction pursuant to the Agreement and the IPS Rules;

5.1.2. take all possible measures to prevent the acceptance of instructions with the use of Token without prior successful Verification of the Client (if required by the Bank);

5.1.3. block the Token on the Mobile Device within the time period stipulated in the Conditions;

5.1.4. advise the Client on the digitisation of the Payment Card;

5.1.5. ensure the confidentiality of information about transactions carried out with the use of Token;

5.1.6. provide information about the transactions carried out with the use of Token by providing an Account statement pursuant to the Conditions of the Agreement, at the Client's request.

5.2 The Bank shall be entitled to:

5.2.1. not execute the Client's instructions to carry out an Account transaction with the use of Token in the following cases:

1) if the Verification of the Client is unsuccessful;

2) the existence of grounds preventing the execution of Account transactions provided by the legislation of the Republic of Kazakhstan and the Agreement and other agreements concluded with the Client;

5.2.2. unless otherwise provided by the legislation of the Republic of Kazakhstan, amend and (or) supplement the Conditions, with notice to the Client of such amendments and (or) additions not later than 15 (fifteen) calendar days before they take effect, by posting the said information on the Internet resource. The use of the Token after the entry into force of the amendments and (or) additions to the Conditions is an unambiguous and indisputable evidence of the Client's consent to such amendments and (or) additions. In the event of disagreement with the amendments and (or) additions to the Conditions, the Client shall stop the use of Token by deleting the Token from the Mobile Device or blocking the Token;

5.2.3. in the cases prescribed by the legislation of the Republic of Kazakhstan, perform in relation to the Client the controlling and other functions assigned to the Bank by the legislation of the Republic of Kazakhstan, in connection with which, request from the Client any necessary documents and (or) written explanations regarding the nature and economic sense of the intended or performed transactions with the use of the Token;

5.2.4. limit, suspend the use of the Token, block the Token at any time without notice and for any reason, including if the Client fails to comply with the Conditions;

5.2.5. refuse to digitalise the Payment Card to the Client if the Client fails to pass the Client's Verification and (or) if the Payment Card is blocked.

5.3. The Client shall be obliged to:

5.3.1. comply with the provisions of the Conditions;

5.3.2. ensure the confidentiality and storage of the Mobile Device, the Password, the SIM Card, the login and password to the Mobile Payment Service account in a manner that excludes access to them by third parties and immediately notify the Bank of suspicion that the Mobile Device, the Password, the SIM Card may be used by unauthorised persons.

5.3.3. in the event of unauthorised Account transactions with the use of Token, assist the Bank in the ongoing investigation and provide the following documents to the Bank:

1) an application in the form prescribed by the Bank or at the Bank's discretion, in a free-form format, stating the date and time when the Client became aware of an unauthorised transaction on the Account with the use of Token and providing a detailed description of the transaction;

2) confirmation of the Client's non-involvement in the unauthorised transaction (if any), for example: law enforcement investigations, if a criminal case has been initiated by the competent authorities, etc;

3) other documents and information that are relevant to the disputed situation or that can be reasonably requested by the Bank as part of the examination of unauthorised transaction reports;

5.3.4. independently review the information on changes and (or) amendments to the Conditions on the website;

5.3.5. monitor the availability of a sufficient amount (current balance) on the Account for the amount of the transaction to be carried out, carry out transactions with the use of Token only within this balance, unless the Bank grants a credit limit, which is regulated by a separate financing agreement. When giving instructions to the Bank, control the availability of a sufficient amount in the Account for the transactions to be carried out, taking into account the fee for this transaction payable pursuant to the Tariffs (if any);

5.3.6. within 7 (seven) calendar days, notify the Bank of any changes in the Client's mobile phone number or termination of servicing the Client's mobile phone number by the mobile network operator. Upon receipt of the said information, the Bank, having received this information, is entitled to suspend Token transactions until the mobile phone number is confirmed by contacting the branch of the Bank;

5.3.7. comply with the safety requirements set out in section 4 of the Conditions.

5.4 The Client shall have the right to:

5.4.1. contact the Bank for advice on digitisation the Payment Card and with the use of Token;

5.4.2. block the Token by contacting the Bank in person or through Communication Channels;

5.4.3. apply to the Bank with applications, including in case of disputes related to transactions performed with the use of Token, as well as receive information on the results of consideration of applications, including in written form, within the terms stipulated by the legislation of the Republic of Kazakhstan.

## **6. Responsibility of the Parties**

6.1 The Client shall be responsible for:

- 1) maintaining the confidentiality of the Password and other means of Verification;
- 2) use of the Mobile Device, Login, Password and other means of Verification to log into the Payment Mobile Service by third parties;
- 3) transactions made with the use of Token, provided that the Token has not been blocked pursuant to the provisions of the Conditions;
- 4) breach of the security requirements set out in section 4 of the Conditions, including where the Client uses a Mobile Device that has been subjected to device privilege escalation/operating system hacking (jailbreaking, rooting and others).

6.2. The Bank shall be liable for violations related to banking activities pursuant to the legislation of the Republic of Kazakhstan and the Agreement.

In any case, Bank's liability in the event of a breach of the Agreement shall be limited to the amount of actual damage caused to the Client by Bank's unlawful acts/inaction. In order to compensate for the actual damage, the Client must apply to the Bank with a written application, attaching supporting documents and stating the amount of actual damage. Upon receipt of these documents, Bank shall make a decision on Client's application.

6.3. The Bank shall not be held liable for:

- 1) transaction of the Mobile Payment Service, its functioning and interconnection with other applications installed on the Mobile Device, or the inability of the Client to use the Mobile Payment Service to carry out any transactions, including making payments with the Token;
- 2) not being able to carry out transactions with the use of Token;
- 3) any blocking, suspension, cancellation or termination of the Payment Card and/or Token;
- 4) any loss or damage incurred by the Client in connection with the loss, theft or damage of the Mobile Device;
- 5) security of information provided or stored by Providers or other third parties in connection with the use of the Payment Mobile Service (unless the Bank is a Provider);
- 6) breaches of security rules by the Providers affecting any information collected, stored or sent.

6.4 The Client agrees that the Provider is responsible for the functioning of the Payment Mobile Service.

## **7. OTHER CONDITIONS**

7.1 The Conditions shall apply until the date of cancellation of the Payment Card or the date of termination of the Agreement, or the date of deletion of the Token (whichever occurs first).

7.2 By accepting the terms of the Agreement, the Client understands and agrees that:

- 1) the operability of the Payment Mobile Service (including when making transactions with the Token) depends on the Provider;
- 2) the access, use and ability to perform Transactions via the Token depends solely on the operability of the Mobile Payment Service itself installed on the Mobile Device, condition of the networks and wireless connection used by the Mobile Payment Service installed on the Mobile Device and/or by the Mobile Device;

- 3) The bank has no control or influence over the maintenance of wireless communication networks and the system for disconnecting/interrupting the wireless connection;
- 4) the Bank does not guarantee the confidentiality and security of data transmission in connection with electronic data transmission via third-party connections that are not under the control of the Bank. The confidentiality and security of data transmission shall be ensured pursuant to the requirements of the Bank's internal document, which is available on the website;
- 5) The Bank is not responsible for the support of the operating system of the Mobile Device.

**Notification of its individual clients, with whom it has concluded a bank account and (or) bank deposit agreement**

1. First Heartland Jusan Bank Joint Stock Company (hereinafter referred to as - Bank) hereby informs you of its participation in the mandatory deposit insurance system, in witness whereof the Bank has been issued a certificate dated April 02, No. 16.

2. In accordance with the Legislation of the Republic of Kazakhstan "On mandatory deposits insurance in second-tier banks of the Republic of Kazakhstan" (hereinafter - the Law) Your deposit (deposit) is subject to mandatory deposit insurance.

3. According to the Law, the maximum (marginal) amount of the insurance is:

- **20 million KZT on savings deposits (deposits) in national currency;**
- **10 million KZT on other deposits (except savings) in the national currency;**
- **5 million KZT on deposits in foreign currency.**

If in the Bank deposited several deposits of different types and currencies, the aggregate balance amount on all deposits shall be guaranteed, but not more than the maximum amount of guarantee indemnity - 20 million tenge, considering the limits for each type of deposit.

**Please note** that the amount of guarantee indemnity payable is calculated on the date of deprived of the Bank's license based on the amount of balances on the deposit, considering accrued interest, and is determined by the results:

- 1) offsetting the amount of your debt to the Bank, for example, on a loan;
- 2) recalculation of the amount of the balance on the deposit (deposit) in foreign currency in tenge at the market exchange rate;
- 3) calculation of the total amount of the guaranteed indemnity, considering the amounts of balances on other deposits (deposits) in the Bank, different by type and currency.

**We note that the name, type, currency and other conditions for your deposit (deposit), including the maximum (limited) amount of guaranteed indemnity established by Law, are indicated in the application or other document signed by you when concluding a bank account agreement and (or) a bank deposit agreement between the Bank and you, including in electronic form.**

4. In case of deprivation of the Bank's license to carry out all banking operations Kazakhstan Deposit Insurance Fund JSC (hereinafter - KDIF) starts to pay guarantee indemnity on your deposit (deposit) **within 35 business days** from the date of deprived of the Bank's license.

The announcement of the KDIF on the starting and procedure for the payment of the guarantee indemnity, as well as on the agent banks making the payment of the guarantee indemnity, the period and places of payment or postponement of the start of the payment of the guarantee indemnity in the case provided for by Law, is published in periodicals distributed throughout the territory of the Republic of Kazakhstan (Egemen Kazakhstan, Kazakhstanskaya Pravda), as well as in other mass media and on the Internet resource of the KDIF ([www.kdif.kz](http://www.kdif.kz)).

The starting date of the guarantee indemnity payment does not exceed 5 business days from the date of publication of the above announcement by KDIF.

5. The term of payment of the guarantee indemnity is **1 year from the date of commencement of payment**. In order to receive a guarantee indemnity, you have the right to submit a statement:

to the KDIF in electronic form through the electronic portal of payments of the KDIF or the web portal of the "electronic government", or

to the agent bank selected from the list of agent banks on paper. Payment of the indemnity is made no later than 5 business days from the date of your statement for payment with supporting documents. You can find the forms of statements for payment of the indemnity and the list of supporting documents on the KDIF website ([www.kdif.kz](http://www.kdif.kz)).

The notice of the KDIF on the date of completion of the term of payment of the guarantee indemnity is published 30 business days before the expiration of the payment period in periodicals printed publication throughout the territory of the Republic of Kazakhstan (Egemen Kazakhstan, Kazakhstanskaya Pravda), as well as in other mass media and on the Internet resource of the KDIF ([www.kdif.kz](http://www.kdif.kz)).

6. After the expiration of the period of payment of the guarantee indemnity (1 year from the date of the start of payment), the amount of the guarantee indemnity that you have not claimed is transferred **to KDIF, your individual pension account** for voluntary pension contributions opened in "Unified Accumulative Pension Fund" JSC (hereinafter – UAPF) in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan on pension provision. The conditions for transferring the unclaimed amount of the guarantee compensation to the UAPF are determined by paragraph 2 of Article 21-1 of the Law.

7. According to the Law, if there is a **valid reason that prevented the submission of an statement during the payment period**, you have the right to submit to the KDIF a written statement for the payment of a guarantee indemnity with supporting documents attached (even if the KDIF transfers the amount you unclaimed to the UAPF). The list of valid reasons is established by paragraph 4 of Article 21-1 of the Law. At the same time, such a statement may be submitted before the final liquidation of the Bank or before you have the right to pension payments at the expense of voluntary pension contributions in accordance with the Law of the Republic of Kazakhstan "On Pension Provision in the Republic of Kazakhstan".



**Annex 4**  
**to the Complex agreement of banking**  
**services for individual**

The following types of payments are prohibited through the transactions under the «Family card» product:

Name	MCC*
Penalty	9222
Court payments, including alimony and child support	9211
Real Estate Agents and Managers - Leasing	6513
Attorneys, legal services	8111
Services of brokers in the securities market	6211
Pawnshop	5933
Religious Goods Stores	5973
Smoke shop	5993
Quasi-Cash – Non-financial institutions	6051
Tax payments	9311
Gambling games	7995
Civic, Social, and Fraternal Associations	8641
Car rental agencies - nowhere else classified	7512
Charities and Social Services - Fundraising	8398
Takeaway store of alcoholic beverages	5921
Tax Training Service	7276
Payments on collaterals and bonds	9223
Railways – cargo transportation	4011
Passenger railway transportation	4112
Chemicals and related substances - nowhere else classified	5169
Crude oil and petroleum products	5172
Direct marketing - insurance services	5960
Fuel Suppliers – coal, fuel oil, liquefied petroleum, wood	5983
Debts, marriage, personal issues – consulting	7277
Labor board, temporary help services	7361
Consulting, management and public relations services	7392
Detective agencies, security agencies, security services, including armored cars, guard dogs	7393
Parkings and garages	7523
Auto service	7538
Political entity	8651
Religious organization	8661
Audit and accounting	8931
Public services - not elsewhere classified	9399
Postal services - only state	9402

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\*MCC (Merchant Category Code) means a four-digit code identifying the type of trade and service enterprise activity assigned by the acquiring bank.