

Standard terms and conditions of a non-business-related bank loan (“accession agreement”)

1. Subject and general terms and conditions of the accession agreement

1.1. This accession agreement (hereinafter referred to as the Agreement) establishes the terms and conditions of a non-business-related bank loan (hereinafter referred to as the loan) to an individual (hereinafter referred to as the Client, jointly with the Bank - the Parties, and separately - as specified above or the Party) determined by [“First Heartland Jusan Bank” Joint-Stock Company] (hereinafter referred to as the Bank) in accordance with the procedure stipulated by Article 389 of the Civil Code of the Republic of Kazakhstan.

1.2. The Client, the authorized representative of the Client, whose Full Name is specified in the Agreement, gives consent valid during the term of the Agreement to:

1.2.1. provision of information about the Client to a credit bureau with which the Bank has concluded an information provision agreement;

1.2.2. issuance by the credit bureau to the Bank of a credit report on the Client, including data to be received in the future, as well as information related to the fulfillment of the Parties' obligations;

1.2.3. collection and processing of all personal data of the Client, the above-mentioned person, including those included in the approved list, necessary and sufficient for fulfillment of the tasks performed by the state authorities for strategic planning and reforms, national statistics, including their transfer to third parties, cross-border transfer, dissemination in publicly available sources;

1.2.4. disclosure to the Bank of the Client's pension savings secrecy by accumulative pension funds and the State Corporation “Government for Citizens” Non-Profit JSC;

1.2.5. disclosure by the Bank for the purpose of fulfillment of the Agreement and requirements of the legislation of the Republic of Kazakhstan of information about the Client constituting banking and other secret protected by law to a state body, an affiliated person of the Bank, a person related to the Client, other third party who has rightfully requested it;

1.2.6. the collection by the Bank of money, including by filing a payment request, available in the bank accounts of the Client on an indisputable basis, as well as direct debiting by the Bank of the Client's bank account to fulfill the current monetary obligations of the Client under the Agreement;

1.2.7. assignment by the Bank of the right (claim) under the Agreement to a third party;

1.2.8. use for the purpose of signing (concluding) applications, documents, any transactions in relations with the Bank (including consent, confirmation, questionnaire, change of profile data, telephone number, other information about the Client, etc.), identification means: electronic digital signature (EDS), simple electronic signature, unique identifier, which is a combination of letters, numbers or symbols, or other identifier (personal password, one-time (one-time) identification code, biometric identification means, di system code, etc.);

1.2.9. that the transition by the Client in the Remote Access System from the window (screen) of signing (entering information) to the next window (screen), including the transition using built-in identification means of the personal mobile device of the Client or other devices used by the Client (facial recognition, fingerprint, etc.) is also equated to signing (concluding) applications, documents, any transactions in relations with the Bank;

1.2.10. that the signing (conclusion) of applications, documents, any transactions in relations with the Bank using the Identification tool or by switching to the next window (screen) of the Remote Access System is recognized by the Parties as a transaction made in writing, defining the Parties and the content of their will, equivalent to a paper document signed with a handwritten signature, and can serve as evidence in court;

1.2.11. acceptance by the Bank of the performance, security of obligations under the Agreement offered for the Client by a third party.

1.3. Postal address, e-mail address, official Internet resource of the Bank: [A26F8T9, Republic of Kazakhstan, Almaty, Medeu district, 242 Nursultan Nazarbayev ave., e-mail: info@jusan.kz, Internet resource: jusan.kz.]

2. Rights and obligations of the Client

2.1. The Client has the right:

2.1.1. to repay the loan for the purchase of goods, works and services within fourteen calendar days from the date of conclusion of the Agreement, with payment of interest accrued by the Bank from the date of the loan, without payment of penalties and other types of penalties for repayment of the loan;

2.1.2. to pay the principal debt and (or) remuneration on the next following business day if the date of repayment of the principal debt and (or) remuneration falls on a weekend or public holiday, without payment of forfeit and other types of penalties;

2.1.3. to receive, upon application, within a period of not more than three business days, free of charge, not more than once a month, information in writing on the distribution (for the principal debt, remuneration, commissions, forfeits and other types of penalties, as well as other amounts payable) of the incoming money to repay the debt under the Agreement;

2.1.4. to receive information in writing on the amount of money due for repayment with breakdown into the principal debt, remuneration, commissions, forfeits and other types of penalty sanctions, as well as other amounts payable, free of charge within no more than three business days upon application for partial or full early repayment to the Bank of money provided under the Agreement;

2.1.5. to repay the principal debt partially or fully before maturity without payment of forfeit or other types of penalty sanctions;

2.1.6. to refuse from the improving conditions offered by the Bank to the Client within fourteen calendar days from the date of receipt of the notification on changing the terms and conditions of the Agreement towards their improvement in the manner provided by sub-clause 3.1.10 of the Agreement;

2.1.7. to apply to the Bank in writing in case of any disputes regarding the services received;

2.1.8. to visit the Bank within thirty calendar days from the date of occurrence of the delay and (or) submit an application in writing or in the manner prescribed by sub-clause 3.1.10 of the Agreement, containing information on the reasons for occurrence of the delay in fulfillment of the obligation under the Agreement, income and other confirmed circumstances (facts), which cause its application for amendments to the terms and conditions of the Agreement, including those related to:

1) a downward change in the rate of remuneration under the Agreement;

2) change of currency of the principal debt balance amount under the loan issued in foreign currency to the national currency;

3) deferral of payment on the principal debt and (or) remuneration;

4) change of debt repayment method or debt repayment priority, including repayment of the principal debt in priority order;

5) change of the loan term;

6) forgiveness of overdue principal debt and (or) remuneration, cancellation of penalties (fines, penalties), commissions and other payments related to loan servicing;

7) independent realization by the mortgagor of immovable property being the subject of mortgage in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan;

8) submission of an indemnity in lieu of fulfillment of the obligation under the Agreement by transferring the pledged property to the Bank;

9) sale of the real estate being the subject of mortgage with transfer of the obligation under the Agreement to the buyer;

2.1.9. to apply to the bank ombudsman in accordance with the legislation of the Republic of Kazakhstan for settlement of disagreements arising from the Agreement.

2.2. The Client undertakes:

2.2.1. in case after conclusion of the Agreement there is information that the Client, according to the legislation of the Republic of Kazakhstan, is a person related to the Bank by special relations, a related party, or is a member of a group consisting of two or more borrowers of the Bank, the amount of risk for which, according to the legislation of the Republic of Kazakhstan, is calculated in the aggregate as for one borrower, within the term specified by the Bank:

1) to provide additional collateral specified by the Bank, or

2) to fulfill part of the Bank's claims under the Agreement up to the amount specified by the Bank, which is necessary for the Bank to comply with the relevant requirements of the legislation of the Republic of Kazakhstan;

2.2.2. to notify, with the provision of a supporting document to the Bank on the intended use of the loan, if applicable, of any change related to the identity of the Client, third party collateral provider, attorney, within fifteen business days from the date of such change, including but not limited to: place of residence, last name, first name, patronymic, identity document, contact information used for communication, method of communication, as well as immediately or no later than fifteen calendar days prior to the date of the change known in advance, affecting the creditworthiness (solvency), reliability of the Client, and security under the Agreement, changes related to the above mentioned persons concerning: income, property (assets), payment discipline (credit history), debts on taxes and other obligatory payments to the budget or to a third party, debt load, other source of repayment of debt to the Bank, balance and transactions on the bank account, opening a new bank account, both in the territory of the Republic of Kazakhstan and abroad, information stipulated by sub-clause 2.2.1. of the Agreement, reliability of the information provided to the Bank, involvement in court, other proceedings, inclusion in the list of unreliable taxpayers, initiation of criminal proceedings, foreclosure of property (including money in the bank account), restoration of solvency, bankruptcy, deterioration of health, placement in psycho-neurological dispensaries, psychiatric and drug or alcohol treatment clinics, other addictions, rehabilitation centers, violation of the legislation of the Republic of Kazakhstan, foreign state, death or disappearance, change of citizenship, departure for temporary or permanent residence outside the Republic of Kazakhstan;

2.2.3. take measures excluding the facts specified in clause 8.1. of the Agreement. Agreement, and in case of their occurrence - immediately notify the Bank thereof.

3. Rights of the Bank

3.1. The Bank has the right:

3.1.1. to change unilaterally the terms and conditions of the Agreement in the direction of their improvement for the Client, stipulated by the legislation of the Republic of Kazakhstan, as well as:

1) to provide a temporary discount to the commission fee, other payments for rendering services related to loan servicing, forfeit, interest rate under the Agreement;

2) to provide a grace period for repayment of payments under the Agreement;

3) to increase the limit, set a new limit, revolving or open a new credit line, including in case of debt refinancing;

4) to change the order of debt repayment, the order of early repayment corresponding to the interests of the Client;

3.1.2. to demand early repayment of the loan amount and interest thereon in case of violation by the Client of the term established for repayment of the next installment of the loan and (or) payment of interest for more than forty calendar days, as well as in other cases stipulated by the legislation of the Republic of Kazakhstan;

3.1.3. to transfer money of the Client, third party specified in sub-clause 1.2.11. of the Agreement to account 2240 (account for keeping money accepted as security (pledge, deposit) of clients' obligations), 2792 (prepayment of remuneration and principal on loans provided) upon the Client's instruction to transfer money to the Bank (security fee, prepayment);

3.1.4. to cancel the improving conditions for the Client applied by the Bank;

3.1.5. to refuse to execute the Agreement in case of confirmation of a violation stipulated in clause 8.7. of the Agreement;

3.1.6. to attract a third party (appraiser, legal consultant, notary, other) at the Client's expense in order to fulfill the Agreement and the requirements of the legislation of the Republic of Kazakhstan, in case of refusal of the Client from the independent engagement required by the Bank, unless otherwise provided for by the legislation of the Republic of Kazakhstan, to provide the service;

3.1.7. to withdraw (write off) on account of fulfillment of the Client's obligation under the Agreement the amount of payment made by the Client on the business day after 6:00 PM, as well as on a weekend or holiday, on the next business day following it, which will be the day of such payment under the Agreement;

3.1.8. to withdraw (write off) the amount of such deferred, installment payments in the first place in case of partial early repayment of the loan by the Client during the period of deferment, installment payments under the Agreement provided by the Bank;

3.1.9. not to issue a new loan in case of negative impact of changes specified in sub-clause 2.2.2. of the Agreement on creditworthiness (solvency), reliability of the Client, and security under the Agreement;

3.1.10. to notify the Client by e-mail, address of residence (registration, location) by registered letter with notice of receipt, telephone number obtained from any legally valid databases (including addresses, telephone numbers that were not reported by the Client and identified by the Bank in the process of collection) or specified in the Agreement, as well as through the objects of informatization provided for by the legislation of the Republic of Kazakhstan, other means of communication (including, but not limited to: by sending an SMS message, push notification in a mobile application, phone call, including through automated and robotic dialing tools, publishing messages on the personal page of the Client in social networks and other Internet resources, on the official page of the Bank in social networks, sending messages through messengers or other means of communication).

4. Obligations of the Bank

4.1. The Bank undertakes:

4.1.1. to accept the loan within fourteen calendar days from the date of conclusion of the Agreement with deduction of interest accrued from the date of the loan for the purchase of goods, works and services, without charging forfeit and other types of penalties for repayment;

4.1.2. to provide information in writing at the request of the Client, free of charge, not more than once a month, on the distribution (on the principal debt, remuneration, commissions, penalties and other types of penalties, as well as other payable amounts) of incoming money to repay the debt under the Agreement within a period not exceeding three business days;

4.1.3. to inform the Client, upon the application of the Client on partial or full early repayment to the Bank of the money provided under the Agreement free of charge within a period not exceeding three business days, of the amount due for repayment with a breakdown of the principal debt, remuneration, commissions, penalties and other types of punitive sanctions, as well as other amounts payable;

4.1.4. to notify the Client of any changes in the terms and conditions of the Agreement towards their improvement in the manner provided for in sub-clause 3.1.10. of the Agreement;

4.1.5. to notify the Client, if there is a delay in fulfillment of the obligation, but not later than ten calendar days from the date of its occurrence, in the manner stipulated in sub-clause 3.1.10 of the Agreement, of:

1) the occurrence of a default on fulfillment of the obligation under the Agreement and the need to make payments under the Agreement, specifying the amount of the overdue debt as of the date specified in the notice;

2) the right of the Client under the Agreement to apply to the Bank with the application stipulated in sub-clause 2.1.8 of the Agreement;

3) consequences of the Client's failure to fulfill his/her obligations under the Agreement;

4.1.6. to consider and prepare a written response to the written application of the Client;

4.1.7. to consider within fifteen calendar days after the day of receipt of the Client's application under sub-clause 2.1.8 of the Agreement the proposed amendments to the terms and conditions of the Agreement;

4.1.8. to notify the Client in the manner prescribed by sub-clause 3.1.10 of the Agreement when concluding an agreement containing conditions for transfer of the Bank's right (claim) under the Agreement to a third party (hereinafter referred to as the claim assignment agreement):

1) prior to conclusion of the claim assignment agreement about the planned assignment of rights (claims) to a third party, as well as about processing (transfer) of the Client's personal data in connection with such assignment;

2) on the assignment of the right (claim) to a third party within thirty calendar days from the date of conclusion of the contract of assignment of the right of claim, specifying the purpose of further payments for repayment of the loan to a third party (name and location of the person to whom the right (claim) under the Agreement was transferred), the full amount of the transferred rights (claims), as well as the balance of overdue and current amounts of the principal debt, interest, commissions, forfeits (fines, penalties) and other amounts payable.

5. Restrictions for the Bank

5.1. The Bank does not have the right to:

5.1.1. to change unilaterally upwards the amounts and the procedure for calculation of commissions and other loan servicing payments established as of the date of conclusion of the Agreement;

5.1.2. to introduce unilaterally new types of commissions and other payments under the concluded Agreement;

5.1.3. to restrict the Client, pledger in the choice of insurance organization and (or) appraiser, if the terms of the loan stipulate the requirements to conclude insurance contracts and (or) to conduct an appraisal to determine the market value of the collateral property, as well as to impose on the Client the obligation to insure his life and health;

5.1.4. to suspend unilaterally issuance of a new loan under the Agreement, except for cases:

1) stipulated by the Agreement, in which the Bank has the right not to issue new loans;

2) the breach by the Client of his/her obligations to the Bank under the Agreement;

3) deterioration of the Client's financial condition, revealed by the results of monitoring conducted by the Bank in accordance with the internal credit policy of the Bank, compliant with the International Financial Reporting Standards;

4) changes in the requirements of the legislation of the Republic of Kazakhstan affecting the proper performance of the Agreement by the Bank;

5.1.5. to charge forfeit or other types of penalties for early repayment of loans, except for cases of partial or full early repayment of the principal debt up to six months from the date of receipt of a loan issued for a term up to one year, up to one year from the date of receipt of a loan issued for a term exceeding one year;

5.1.6. charge a forfeit or other types of penalties if the date of repayment of the principal debt or interest falls on a weekend or public holiday, and payment of the interest or principal debt is made on the next following business day.

6. Procedure for amending the terms and conditions of the Agreement

6.1. Amendments to the terms and conditions of the Agreement shall be made in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan.

7. Transfer of right (claim) under the Agreement

7.1. When the Bank assigns the right (claim) under the Agreement to a third party, the requirements and restrictions imposed by the legislation of the Republic of Kazakhstan on the relations between the Bank and the Client under the Agreement shall apply to the legal relations of the Client with the third party to whom the right (claim) has been assigned.

8. Miscellaneous, anti-corruption, compliance clause

8.1. The Bank shall not be liable for any damage caused to the Client due to loss, theft, disclosure, transfer to third parties by the Client of the Identification means, number, SIM card of the cellular phone used for entering the Remote Access System, the personal mobile device of the Client or any other device used by the Client when signing (concluding) a transaction in the manner provided in sub-clause 1.2.10 of the Agreement.

8.2 A notice sent by the Bank in the manner provided by sub-clause 3.1.10 of this Agreement shall be deemed delivered to the Client on the day of sending the notice, telephone call, including if received by one of the adult members of the Client's family residing at the residence address of the Client, and if the notice is returned with a note that it cannot be delivered to the addressee, recipient, or due to refusal to accept it, as well as non-confirmation of its acceptance - duly sent.

8.3 All disputes related to the Agreement not settled by negotiations shall be subject to consideration 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 exclusive jurisdiction is established in accordance with the requirements of the legislation of the Republic of Kazakhstan).

8.4 Upon fulfillment of their obligations under the Agreement the Parties, their affiliates, employees or intermediaries:

8.4.1. shall not pay, offer to pay or authorize payment of money or valuables directly or indirectly to any persons to influence actions or decisions of such persons in order to obtain any unlawful advantages or other unlawful purposes;

8.4.2. do not carry out actions qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Agreement as giving, receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan on combating corruption.

8.5. Each of the Parties shall refuse to stimulate in any way the employees, representatives of the other Party, including by giving money, gifts, gratuitous performance of works (services) in their address and other ways not listed in this clause, putting the employee in a certain dependence and aimed at ensuring the performance by this employee of any actions in favor of the stimulating Party.

8.6 The actions of the employee performed in favor of the incentivizing Party shall mean:

8.6.1. granting unjustified advantages in comparison with other contractors;

8.6.2. granting any guarantees;

8.6.3. acceleration of existing procedures;

8.6.4. other actions performed by the employee within the scope of his/her official duties, but contrary to the principles of transparency and openness of relations between the Parties.

8.7. If a Party suspects that a violation of any anti-corruption terms has occurred or may occur, the relevant Party shall notify the other Party in writing within five business days. Upon written notification, the respective Party shall have the right to suspend performance of its obligations under the Agreement until it receives confirmation that a breach has not occurred or will not occur. This confirmation shall be sent within five business days from the date of the written notice.

8.8 Concepts used hereinafter under the Compliance Policy:

8.8.1. Sanctions regimes mean coercive measures / restrictions / prohibitions imposed by an international organization, the government of a foreign state or an authorized state body of a foreign state and providing for a partial or complete ban on trade, financial, banking transactions (including payments and (or) transfers) and other dealings / transactions, including those involving specific individuals and (or) legal entities, states / territories and (or) their residents, in respect of which sanctions have been imposed (hereinafter collectively - dealings / transactions). Sanctions regimes may apply to the Client, its dealings / transactions, Participants in the transaction, Client Related Person, goods, works and services, objectified results of creative intellectual activity, including, but not limited to, technologies, software, equipment, as well as other property, and may be related to the country of registration and (or) location of the Client, Transactions Participant, Client Related Party, beneficial owners and (or) controlling persons of the Transactions Participant and (or) the state / territory of the dealing / transaction, as well as other possible restrictions in force at the time of the dealing / transaction and existing / potential restrictions and (or) prohibitions.

8.8.2. Sanctions Lists mean a list of entities, including individuals, legal entities, organizations, states/territories in respect of which Sanctions regimes have been imposed.

8.8.3. Client Related Person means a person related to the Client, including the beneficial owner / authorized representative / shareholder / participant / founder / officer / other authorized persons / controlling persons, parent, subsidiary and associate organization, as well as other person related to the Client, including on the basis of contractual relations.

8.8.4. Transaction Participant means beneficiary, beneficiary bank, intermediary bank, correspondent bank, other person exercising control over the said persons, consignee, consignor, other Transaction Participant, including on the basis of contractual relations.

8.9. Within the framework of Compliance Policy, the Bank has the right:

8.9.1. to request from the Client any documents and information necessary for provision of services and verification of compliance of transactions conducted by the Client with norms/requirements of internal documents of the Bank, legislation of the Republic of Kazakhstan, including requirements of the legislation of the Republic of Kazakhstan on counteraction and legalization (laundering) of proceeds of crime and terrorism financing, legislation of foreign states affecting the activity of the Bank, as well as for ensuring compliance of the Bank itself with the above mentioned norms/requirements. The Bank may, without obtaining additional consent of the Client, provide correspondent banks and other financial institutions, including cross-border transfer (i.e. transfer to the territory of foreign countries), with any information received from the Client, including for the purposes of proper provision of banking services at the instruction of the Client;

8.9.2. to suspend the transactions of the Client, to refuse to perform a transaction and (or) to provide banking services (if performance of a transaction / service is prohibited by restrictions established by the legislation of the Republic of Kazakhstan, legislation of foreign countries, acts of international organizations, decisions of courts and other competent authorities of foreign

countries, Sanctions regimes, or the Bank has reasons to believe that the actions of the Client / Participants of a transaction / Related person, including transactions, are aimed at violation of the law of the Republic of Kazakhstan, the legislation of foreign countries, acts of international organizations, decisions of courts and other competent authorities of foreign countries, Sanctions regimes, or the Bank has reasons to believe that the actions of the Client / Participants of a transaction / Related person of the Client, including transactions, are aimed at violation of the law of the Republic of Kazakhstan. At the same time, the Bank does not / will not bear any responsibility for all (any) losses and (or) damages of the Client arising in connection with the extension of the transaction term, suspension or refusal of the Bank to execute the transaction and (or) in the banking service of the Client;

8.9.3. to carry out enhanced control measures by means of in-depth study of transactions, sources of origin of money for realization / financing of transactions, to request any documents (information), which are the basis for carrying out transactions, substantiating their economic sense and legitimate purposes, to carry out verification of counterparties, as well as to request other documents (information) necessary for additional study of the transaction / dealing when rendering banking services in order to implement control measures of financial monitoring, and, if necessary, to carry out control measures of financial monitoring, and, if necessary, to request any other documents (information), which are the basis for carrying out transactions, substantiating their economic sense and legitimate purposes. At the same time, the Bank shall not be liable for non-execution / untimely execution of the Client's instructions / transactions under the Agreement, resulting from the application by the Bank of the above measures and (or) decisions taken by the authorized body on financial monitoring / the Bank on the basis of the measures taken (as a result of their implementation).

8.9.4. to refuse to provide banking services to the Client, refuse to conduct a transaction, suspend, freeze the transactions of the Client, in case of:

1) the data of the Client, the Transaction Participants, the Client Related Person, the beneficial owners and (or) controlling persons of the Transaction Participants coincide with the data specified in the list of persons involved in terrorist activities, in the list of persons involved in money laundering and terrorism financing, in the list of organizations and persons related to the financing of proliferation of weapons of mass destruction, in the lists of fraudsters or false entrepreneurs, in the Sanctions Lists, or if the Bank has grounds to believe that the transactions of Client / Transaction Participants, including transactions, are aimed at violation and (or) circumvention of the Sanctions regimes, or other negative lists established by the legislation of the Republic of Kazakhstan contain information of a negative nature, occurrence or probability of occurrence of other conditions that may, in the Bank's opinion, have any negative consequences for the Bank.

At the same time, the Bank does not bear / will not bear any responsibility for the losses and (or) damages of the Client caused by delay, suspension or refusal to perform the transaction;

2) if the Client for unreasonable reasons fails to provide information related to his/her identification or transactions conducted by him/her, the availability of which is mandatory in accordance with the requirements of the legislation of the Republic of Kazakhstan, international requirements, internal documents of the Bank;

8.9.5. to terminate business relations with the Client without prior notice to the Client and unilaterally out of court refuse to execute the Agreement in terms of some or all applications on accession to it in case of:

1) matching the data of the Client, Transaction Participants, Client Related Person with the data specified in the list of persons involved in terrorist activities, in the list of persons involved in money laundering and terrorist financing, in the list of organizations and persons related to the financing of proliferation of weapons of mass destruction, in the lists of fraudsters or false entrepreneurs, in the Sanctions Lists (or if the Bank has grounds to believe that the transactions of the Client, the Transaction Participants, or the Client Related Person are related to terrorist activities, in the list of persons involved in money laundering and terrorist financing, in the list of

organizations and persons related to the financing of proliferation of weapons of mass destruction, in the lists of fraudsters or false entrepreneurs, in the Sanctions Lists);

2) violation of the legislation of the Republic of Kazakhstan by the Client / Transaction Participant, Client Related Person, the failure of the Client to fulfill his/her obligations, in case of bankruptcy of the Client, criminal prosecution of the Client or bringing him/her to criminal liability, international prosecution of the Client / Transaction Participant / Client Related Person;

3) if the Bank has suspicions (and the Bank does not have to substantiate and prove its suspicions) that the Client / Transaction Participant / Related Person is involved in or otherwise uses business relations for terrorist activities and (or) money laundering activities, and (or) carries out any other activities that entail or may entail criminal prosecution of the Client / Transaction Participant / Related Person, occurrence or probability of occurrence of other conditions that may, in the opinion of the Bank, have any negative consequences for the Bank;

4) repeated refusals to conduct and (or) suspensions of transactions;

5) violation of the requirements of the Sanctions Regimes by the Client.

In case of refusal to execute the Agreement, the Bank shall not be / will not be liable for the losses, damages of the Client caused in connection with the refusal of the Bank to execute the Agreement;

8.9.6. to refuse unilaterally to execute the Agreement in part of individual or all applications on accession to it at any time on the grounds provided by the legislation of the Republic of Kazakhstan on payments and payment systems and on counteraction to legalization (laundering) of proceeds of crime and terrorism financing and (or) the Agreement, including subparagraph 8.9.5. of the Agreement, and without explaining to the Client the reasons for termination of the Agreement. The Bank shall send to the Client's address specified in the details of the Agreement a notice of refusal to execute the Agreement in part of individual or all applications on accession to the Agreement (in full) in electronic form or by mail (at the discretion of the Bank) within three business days from the date of the decision, unless another procedure and (or) terms of notification are provided for in the respective applications of accession to the Agreement (in case the Bank refuses to execute the Agreement only in part of such application). The Agreement shall be deemed terminated as of the date specified in the notice, and no agreement between the Parties is required. In such case, the Agreement shall terminate after the Bank and the Client fulfill their obligations assumed before the date of sending the notice, except for the rights and obligations of the Parties in terms of storage, processing and use of information and (or) personal data, including fulfillment of the requirements of the legislation of the Republic of Kazakhstan and (or) requirements related to the Sanctions Regimes;

8.9.7. to terminate business relations with the Client, notifying the Client thereof, in case of impossibility to verify the accuracy of the information provided by the Client or failure by the Client to provide information and data necessary to update data on the Client (his representative) and (or) beneficial owner, as well as in case of suspicions arising in the process of servicing the Client that the Client uses business relations with the Bank for the purposes of legalization (laundering) of proceeds of crime or terrorism financing, as provided for by the legislation of the Republic of Kazakhstan and (or) the requirements related to the Sanctions Regimes. The Agreement shall be deemed terminated as of the date specified in the notice;

8.9.8. to terminate business relations with the Client, without prior notice to the Client and without observing the term established by sub-clause 8.9.6. of the Agreement, unilaterally and extrajudicially refuse to fulfill the Agreement in terms of some or all applications on accession to it, in case of violation by the Client of the legislation of the Republic of Kazakhstan, in case of bankruptcy of the Client, criminal prosecution of the Client / Transaction Participant / Related Person or bringing him to criminal responsibility, international prosecution of the Client / of the Transaction Participant / Client Related Person, if there are any sanctions or restrictions in relation to the Client / Transaction Participant / Client Related Person under the Sanctions Regimes, there is information of a negative nature, if the Bank has suspicions (and the Bank does not have to substantiate and prove its suspicions) that the Client / Transaction Participant / Related Person is

involved in terrorist activities and (or) money laundering activities and (or) carries out any other activities that entail or may entail criminal prosecution of the Client / Transaction Participant / Related Person and (or) the occurrence of other conditions that may, in the Bank's opinion, have any negative consequences for the Bank. Upon the occurrence of such events, all obligations of the Client to the Bank shall be immediately due and payable. At the same time, the Bank shall not be liable for the Client's losses caused by delay or suspension of execution of the Client's instructions. If possible, the Bank shall be entitled to send the Client a subsequent notice of such withdrawal from the Agreement.

8.10. Within the framework of Compliance Policy, the Client undertakes:

8.10.1. to submit to the Bank duly executed documents required to be submitted in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank in cases prescribed by the legislation of the Republic of Kazakhstan;

8.10.2. to provide the Bank with information necessary for the Bank to fulfill the requirements of the legislation of the Republic of Kazakhstan on combating legalization (laundering) of proceeds of crime and terrorism financing;

8.10.3. to provide the Bank in due time with documents (information), which are the basis for conducting transactions, substantiating their economic sense and legitimate purposes, as well as other documents (information) required by the Bank for additional study of transactions when rendering banking services for the purpose of implementation of control measures of financial monitoring;

8.10.4. to comply with requirements and restrictions established by the legislation of the Republic of Kazakhstan, legislation of foreign states, acts of international organizations, judicial acts of the Republic of Kazakhstan, as well as other competent authorities of the Republic of Kazakhstan and foreign states;

8.10.5. to comply with the requirements of the Sanctions Regimes;

8.10.6. to notify the Bank immediately in case of sanctions against the Client, Transaction Participant and (or) Related Person imposed in accordance with the jurisdiction of any country, foreign / international / national authorities / organizations, including but not limited to the sanctions list of the EU, UK, USA and other countries. As well as upon detection of other existing / potential restrictions in relation to the Client, Transaction Participant and (or) Client Related Person, to send immediately detailed information about such events;

8.10.7. not to conduct transactions through the Bank in favor (directly or indirectly) of persons / organizations included in the Sanctions Lists, as well as not to conduct transactions prohibited by the Sanctions Regime and (or) aimed at violation and (or) circumvention of the Sanctions Regimes;

8.10.8. to assume (independently and at his/her own expense to settle) losses and (or) damages caused as a result of suspension, freezing, refusal by the Bank to carry out the transaction of the Client, as well as the unilateral refusal by the Bank to fulfill the Agreement in terms of some or all applications of accession to it, termination of business relations with the Client in accordance with the conditions stipulated by the Agreement.

8.11. Within the framework of the compliance policy, the Bank shall not be liable for:

8.11.1. authenticity and reliability of information and documents provided by the Client when concluding the Agreement and (or) for the purposes of its execution, including for rendering services under the Agreement. At the same time, in case of submission of incorrect / incomplete / unreliable documents and information, as well as in case of untimely submission / non-submission of documents and information, the Client shall compensate the Bank in full for the losses incurred in connection therewith.

8.11.2. losses, damages, expenses or other liabilities incurred for the Client due to the actions (inaction) of the Client, improper performance and (or) non-performance of their obligations under the Agreement.