



*Standard form of the Bank Deposit Contract for an individual,  
a client of Private Banking*

*Approved by:  
the Management Board for the individuals  
the Minutes  
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*the Board of Directors for the individuals  
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**BANK DEPOSIT CONTRACT**  
for the individual, client of Private Banking

**GENERAL PROVISIONS**

This Bank Deposit Contract for the individual, client of Private Banking (hereinafter – the Contract), defines the terms and procedures of rendering the services by “First Heartland Jusan Bank” Joint Stock Company (hereinafter – the Bank) regarding the deposit for the individuals, not conducting the entrepreneurship activity (hereinafter – the Client) in accordance with the legislation of the Republic of Kazakhstan (hereinafter – the RK) and the Bank’s internal documents, as well as defines the rights, obligations, responsibility of the Parties, as well as other peculiarities of the legal relations between the Bank and the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client)(as defined below).

In the Contract, the client, Depositor (in case of placement of the Deposit by the third parties in favor of the Client) and the Bank collectively referred to as the “Parties”, and separately as the “Party”.

The Contract is a contract of accession, concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms of which are the same for all Clients and can be accepted by the Client and the Depositor (in the case of a Deposit placed by a third party in favor of the Client) only by joining the Contract in as a whole on the basis of the Application for accession to the Contract (hereinafter - the Application for accession) (Appendix 1 and Appendix 2 to the Contract), signed by the Client, the Depositor (in the case of a Deposit placed by a third party in favor of the Client) on paper or in electronic form through software , installed on a mobile device (smartphone, tablet, etc.), providing access to the Client, the Depositor (in the case of a Deposit placed by a third party in favor of the Client) to the electronic banking services of the Bank (hereinafter - the mobile application), the Internet banking system. Information about the Bank and the Client, the Depositor (in the case of a Deposit placed by a third party in favor of the Client) is indicated in the Application for accession. At the same time, the Application for accession and the Contract are a single document from the moment the Bank accepts, submitted by the Client, the Depositor (in the case of a Deposit placed by a third party in favor of the Client) and accepted by the Bank, the Application for accession.

By signing the Application on accession the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) agrees and confirms that:

1) read, understood and accepted the Contract’s terms in full volume without any comments and objections, is obliged in due time and in full volume to execute the Contract’s terms, understands and accepts possible adverse circumstances of failure to fulfill and/or improper fulfillment of them;

2) the Contract has no any encumbrances for the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) of the terms that the Client owing to the any reasonably understandable interests could not accept;

3) the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) are not entitled refer to absence of their signature in the Contract as an evidence that the Contract was not read/understood/accepted by them, if the Bank has the Application on accession, signed by the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client);

4) All provisions of the Contract comply fully with interests and will of the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client);

5) the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) met all procedures, required for conclusion of the Contract and opening of the savings bank account;

6) all information, provided by the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) for the purposes of conclusion and execution of the Contract, is/will be reliable, complete and accurate;

7) conclusion of the Contract and execution of its terms, including opening of the bank deposit under the Contract, will not violate and result to violation of any norm of the legislation of the RK and/or legislation applicable to the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client).

All provisions of the Contract (if any), application forms, requests, accepted by the Bank from the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) within the services rendered by the Bank, are an integral part of the Contract, unless otherwise stated in the text of Annex, Application form, request.

## **1. Subject of the Contract**

**1.1.** On the basis of the Contract, concluded by between the Bank and the Client, Depositor (in case of placement of the deposit by the third party in favor of the Client) by signing the Application on accession, the Bank agrees to open in the name of the Client the savings account (hereinafter – the Account) and accept from the Client (and/or the Depositor - in case of placement of the deposit by the third party in favor of the Client) money on the Account (hereinafter – the Deposit), pay for interest under the Deposit to the amount and according to the procedure, stipulated for the Contract, and payback the Deposit (in full or partially) in accordance with the Contract's terms.

**1.2.** Name, type of the Deposit, sum, currency, period of the Deposit, interest rate, annual effective interest rate, Account number and other terms of the Deposit are indicated in the Application on accession.

**1.3.** Participation each of the Party in Contract is not preferred in relation to other Bank Deposit Contracts, concluded between the Bank and the Client or the Client and the third parties, and does not restrict the rights for participation of the Parties in other Contracts.

**1.4.** On the basis of the Contracts, concluded between the Client and the Bank, the Bank renders electronic bank services, information on which is placed on the Bank's Internet -resource (([www.jysanbank.kz](http://www.jysanbank.kz)/[www.jusan.kz](http://www.jusan.kz)) or in a place visible for the Clients in the Bank's rooms (operating subdivisions). Contacts telephones and addresses for appeals in the Bank regarding the questions on rendering electronic bank services are placed in the place visible for the Client in the Bank's rooms (operating subdivisions) and on the Bank's Internet-resource ([www.jysanbank.kz](http://www.jysanbank.kz)/[www.jusan.kz](http://www.jusan.kz)).

## **2. Terms of opening, maintenance and closure of the account.**

**2.1.** The Deposit shall be deemed as accepted in day of its crediting on the Account as selected by the Client under the Application on accession by:

**2.1.1** transfer of the Deposit's sum from current account in the Bank. At selection of this term, signing the Application form the Client provides the Bank with a consent (right) for transfer by the Bank of the Deposit's sum in day of opening of the Account from current account of the Client, indicated in the Application on accession to the amount, defined by the Application on

accession for crediting on Account. At that, any additional consent/confirmation/instruction is not required from the Client.

**2.1.2.** crediting the Deposit with cash on the Account. At selection of this term, the Client (the Depositor - in case of placement of the deposit by the third party in favor of the Client) credit the Deposit in date of opening of the Account.

**2.2.** In case of placement of the Deposit by the Depositor in favor of the Client – the fact of receipt of Money in the Bank is evidence that the Client has provided a preliminary consent for receipt of Money on the Client's Account from the Depositor, reflected in provision to the Depositor the data, required for crediting the Deposit on the Account, as well as that the Client knows the terms of placement of the Deposits in the Bank and such terms are accepted by the Client.

**2.3.** Counting of the Depositor period is started from the date of crediting the Deposit on the account.

**2.4.** Maintenance of the Account is made in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal documents.

**2.5.** Regarding the Deposit the Bank pays for interest in the amount and according to the procedure, stipulated for the Contract and the Application on accession.

**2.6.** When conducting the operations on the Account in foreign currency, the operations are conducted in accordance with the exchange rate set by the Bank at the moment of conducting the operations.

**2.7.** Information on payment services, stipulated for the Contract, is posed on the Bank's Internet-resource at the address: [www.jysanbank.kz/www.jusan.kz](http://www.jysanbank.kz/www.jusan.kz).

**2.8.** The amount of interest rate, indicated in the Application on accession, is a fixed amount for entire validity period of the Deposit, except for the cases, stipulated for the legislation of the Republic of Kazakhstan.

**2.9.** Interest of the Deposit is credited on a daily basis, starting from the day of crediting the Deposit on the Account, on the ground of 360 days in year and 30 day in month, at that, the day of provision of the Deposit and the day of payback of the Deposit shall be deemed as one day.

**2.10.** Payment for interest credited on the Deposit is made in accordance with the Contract's terms and the Application on accession with deduction of income tax (hereinafter – IT), deducted from the source of payment according to the legislation of the Republic of Kazakhstan (if such deduction is stipulated for the legislation of the Republic of Kazakhstan).

**2.11.** In case of early termination of the Contract the payback of the Deposit sum is made by the Bank according to the procedure and on terms, prescribed by the legislation of the Republic of Kazakhstan, Contract and the Application on accession.

**2.12.** In case if before the moment of early request of the Deposit the Client have received interest of the Deposit, a difference between the interest sum, credited at the rate, set in accordance with Contract and the Application on accession, and the interest sum, credited at the rate "on demand", valid at the day of payback of the Deposit, is deducted by the Bank from the Deposit sum. At that, the Bank recalculate the IT sum for the difference between the sum of previously deducted IT and the IT sum, that has to be deducted due to recalculation of the Deposit interest.

**2.13.** Payment of remuneration is made in accordance with the terms of the Deposit to the Client's current account / Client's current account using a payment card specified in the Application for accession, or monthly capitalization is carried out. The return of the Deposit amount is made to the current account of the Client / current account of the Client using the payment card specified in the Application for accession.

**2.14.** In case if the Contract terms and the Application on accession stipulate for automatic prolongation (extension) of the period of placement of the Deposit, the Deposit terms from the day of prolongation of placement of the Deposit are in accordance with the terms of placement of the Deposit, set by the Bank, and are valid at the day of prolongation (extension) of the Deposit. At that, the Deposit is placed for the same period, interest during the indicated period is credited on the Deposit amount at the rate that is valid in the Bank for this type of the Deposit as of the

prolongation date, unless otherwise prescribed by the terms of the Contract and the Application on accession.

**2.15.** In case if the Client under the Contract is under age person, so provision of the Deposit or a part of it, is made taking note of the restrictions, set by current legislation.

**2.16.** Before reaching 14 years old by the Client, as well as in case of appointment of guardianship for the Client over 14 years old, the rights and obligations of the Client under the Contract are exercised on behalf of the parents or other legal representative of the Client.

**2.17.** In case of appointment of trusteeship over the Client elder 14 years, the Client is entitled to use the Deposit only with a consent of the Client's trustee. In case of appointment of trusteeship or guardianship for the Client the Depositor or the trustee/guardian (if such persons is not the depositor) shall provide additionally the documents that confirm the status of guardian or the trustee in exercising the rights and obligations of the Client under the Contract or a necessity of receipt of their consent for usage of the Deposit.

**2.18.** In case if the Client (under 16 years old) has no Id card, crediting of additional contributions on the Deposit and usage it is made by the Client only in the presence of the Client's legal representatives.

**2.19.** The sum of accepted Deposit (taking note of the additional contributions, if they are stipulated) shall exceed the maximum size, if it is defined by the terms, reflected in the Application on accession. The Bank is entitled to refuse in crediting money or acceptance of cash on the Account, if the Deposit sum exceeds the maximum size of the Deposit.

**2.20.** Payback of the Deposit at expiry of the Deposit is made not later than business day next to the day of expiry of the period of placement of the Deposit.

**2.21.** Payback of the Deposit is made in the same currency unless otherwise prescribed by the legislation of the RK or the Contract of the Parties.

**2.22.** The Deposit shall be deemed as returned from the day if withdrawal/payback of the Deposit sum and accrued interest from the Account. The day of acceptance of the Deposit and the day of its payback are one day.

**2.23.** Closure of the Account is made at full payback of the Deposit not later than 5 (five) business days from the day of payback of the Deposit, except for prolongation (extension) of the period of placement of the Deposit (if it is stipulated for the Deposit terms) or when closure of the Account is prohibited on the grounds, stipulated for the legislation of the Republic of Kazakhstan.

**2.24.** In case of sending by the Bank of the notification about payback of full sum of the Deposit due to termination by the Bank of acceptance of money for particular type of the Deposit, further automatic prolongation of the period of the Deposit is not made, the Deposit is valid before its expiry period (but, if the Deposit period is prolonged automatically – before the expiry period of the last prolongation).

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

#### **3.1. Client is entitled:**

**3.1.1.** To use money at sole discretion on the Account according to the procedure, prescribed by the Contract, except for cases stipulated for the legislation of the RK.

**3.1.2.** To use all forms of cashless payments, prescribed by the bank legislation of the RK, as well as conduct the operations with cash according to the procedure and on terms, prescribed by the legislation of the RK, internal documents of the Bank and the Contract.

**3.1.3.** To submit the instructions to the Bank on conducting the operations on the Account within the balance of money on the Account during the operating day, set in the Bank.

**3.1.4.** To get information about the Bank's tariffs.

**3.1.5.** To receive the Deposit and interest accrued on terms, in amount and according to the procedure, stipulated for Contract.

**3.1.6.** To receive the account statements, references about the Account status.

**3.1.7.** To request the Deposit fully according to the procedure and on terms, stipulated for Contract.

**3.1.8.** To replenish the Deposit and partially withdraw money from the Deposit (if it is stipulated for the Deposit terms) on terms, stipulated for Contract and the Application on accession.

**3.1.9.** To appoint the Deposit and trust usage by the Deposit, including accrued interest, to the third parties in accordance with current legislation with taking note of the terms prescribed by the Contract.

**3.1.10.** To open the Account in the Bank's branch or through the remote service channels (mobile application, Internet-banking), by signing the relevant Application form using all methods (including identification methods), stipulated for the Contract and other Contracts on rendering electronic bank services, concluded between the Bank and the Client.

**3.1.11.** To visit the Bank with application form or using the mobile application on issue of electronic digital signature (hereinafter – the EDS).

**3.1.12.** To use EDS for receipt of the documents at receipt of the electronic bank services except for cases, when it is necessary to visit (present) the Bank's branch.

### **3.2. The Client is obliged:**

**3.2.1.** To provide the documents properly prepared and required by the Bank in accordance with the legislation of the RK, the Bank's internal documents and the Contract, for opening of the Account, including relevant document that release from deduction from the sum of interest paid to the Client of income tax from the source of payment in accordance with the tax legislation of the RK, as well, if required, for conducting the operations on the Account, as well as for collection, processing and transfer of data/personal data of the Client in the Tax Revenue Service of USA in accordance with the requirements of the Law of United States of America "On tax mode of foreign accounts" FATCA (Foreign Account Tax Compliance Act), including through the authorized state bodies of the RK, as well as in accordance with the requirements of the Plurilateral Agreement of the competent bodies about automatic exchange of information about financial accounts under the Unified standard of provision of information (CRS).

**3.2.2.** When changing the residence place, change of surname, name, patronymic (if indicated in the document, ID card), change of the documents that certify the personality, telephone numbers, contact information, used for communication with the Client, and communication method, as well as at another changes that have an importance for execution of the Contract terms, inform the Bank about such changes in the period not later than 7 (seven) business days from the day of registration of such changes, having notified about it the Bank in a written form or using other communication methods agreed by the Parties and provide with the original documents or copies of the documents that confirm the relevant changes/additions. In case of failure to notify and/or untimely notification, the Client is responsible for possible circumstances related to execution of the Contract.

**3.2.3.** Provide the instructions to the Bank about conducting the operations on the Account not contradicting the legislation of the RK with submitting the documents properly prepared in accordance with the legislation of the RK and the Contract.

**3.2.4.** In case of early request of the Deposit according to the procedure, prescribed by the Contract and the Application on accession, to provide the Bank with the written application form about payback of the Deposit, as per the form prescribed by the Bank, before proposed date of termination of the Contract:

a) for term deposits 7 (seven) calendar days prior;

b) for savings deposits at full payback 30 (thirty) calendar days prior.

**3.2.5.** To early terminate the Contract according to the procedure and on terms, stipulated for the Contract and the Application on accession. At that, previously accrued and paid interest before the date of early demand of the Deposit shall be recalculated by the Bank unilaterally (sum of excessively paid interest shall be deducted from the Deposit sum) and is paid to the amount, set in the Application on accession.

**3.2.6.** In case of insufficiency of the Deposit sum at deduction by the Bank of the difference between the sums of accrued and paid interest in accordance with the Contract's terms, to pay for the outstanding amount to the Bank by crediting cash on the bank account opened in the Bank.

**3.2.7.** In case of provision to the third parties with the rights of usage of the Account, to provide the Bank with the original of the Power of Attorney. In case of early termination of the authorities of the persons, authorized to use the Account on the basis of the Power of Attorney, having notified about it the Bank during 1 (one) business day in the written form and provided the original documents that confirm such changes. Otherwise, the Bank is not responsible for the actions of the persons, authorized to use the Account on the basis of the Power of Attorney.

**3.2.8.** To register the instructions on conducting by the Bank of the operations on the Account in accordance with the requirements of the legislation of the RK and the Bank, and provide them during the operating day set by the Bank.

**3.2.9.** After execution of the payment document, to determine an accuracy of such execution and, in case of its improper execution, to inform the Bank about reveal of an error during 3 (three) operating days after reveal of execution of the erroneous payment, but not later than 3 (three) years from the day of execution of the erroneous payment or unauthorized payment and (or) money transfer. In the message about erroneous payment the Client shall indicate the details of payment document and reveal by the Client of the erroneous details.

**3.2.10.** To pay for the Bank's services under Contract to the amount and according to the procedure, set tariffs of the Bank, that are valid at the moment of conducting the operation, simultaneously with conducting the relevant operation on the Account by crediting cash in the Bank's cash desk or making money available on the Account required for payment of the Tariffs.

**3.2.11.** To get information individually about the Tariffs, interest rates (at prolongation), change and addition of the terms of the Contract at the Bank's Internet – resource: [www.jysanbank.kz](http://www.jysanbank.kz).

**3.2.12.** When demand the Deposit through the Bank's cash desk to provide the ID card of the Client.

**3.2.13.** To make conversion on the Deposit during the operation day set by the Bank.

**3.2.14.** In a day of opening of the Account to credit/transfer on the Account the deposit sum, indicated in the Application on accession. IF the Client/Depositor did not credit/transfer the Deposit sum in the day of opening of the Account, so the Contract shall be deemed as not concluded and the Account is automatically closed.

**3.2.15.** To meet the terms for a trigger balance of the Balance within the Deposit terms, reflected in the Application on accession.

**3.2.16.** Do not transfer to the third parties an access to the identification means (unique sign of the Client, that allows to differ the client from other clients, i.e. to identify), identifiers and relevant authenticators (secret data, unrepeated objects, physical characteristics or their combination that allows to confirm the Client's personality and(or) authenticity of the operation, i.e. to authenticate), usage for Identification and Authentication of the Client when log in the system of remote access and when rendering the electronic bank services.

**3.2.17.** To ensure a safety and security of the identification means, identifiers and their relevant authenticators for identification and authentication of the Client when log in the remote access system, and when rendering the bank services.

**3.2.18.** To be responsible for signed documents using the identification means at receipt of the electronic bank services.

**3.2.19.** In case of loss/theft of the identification means, identifiers and relevant authenticators for identification and authentication of the Client to inform promptly about it the Bank, but not later than one hour from the moment of reveal of loss/theft of the identification means.

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

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

**4.1.1.** request any documents, stipulated for the legislation of the RK and the Bank's internal documents for opening the Account, as well as required additional documents when conducting the operations on the Account and rendering other bank services.

**4.1.2.** initiate making the changes and/or additions in the Tariffs by posting information at

the Bank's Internet-resource [www.jysanbank.kz/www.jusan.kz](http://www.jysanbank.kz/www.jusan.kz) not later than 5(five) business days prior to the date of validation of such changes and/or additions.

**4.1.3.** Non-provision by the Client to the Bank with the Application on nonacceptance of the changes and/or additions of the Tariffs the Bank during 5 (five) business days from the moment of information of the Client on making changes and/or additions in the Tariffs, shall mean consent of the Client with new Tariffs that became effective from the date of expiry of provision of information to the Client about making changes and/or additions to the Tariffs.

**4.1.4.** use money balance on the Account in accordance with the bank practice before the moment of demand of money by the client.

**4.1.5.** withdraw (write off) money from the Account on the basis of the instructions of the third parties in accordance with the requirements of the legislation of the RK.

**4.1.6.** To withdraw (write off) money from any bank accounts of the Client, opened in the Bank without preliminary notification and without the Client's consent under the Contract in cases:

- a) deduction of the sum of commission fee for rendering the ban services according to current Tariffs;
- b) deduction of the sum of excessively accrued and paid by the Bank interest upon the results of recalculation at early termination of the Deposit;
- c) reveal the fact of forging of the payment documents, subject to availability of confirmation documents;
- d) reveal the fact of erroneous accrual of money of the Account.

**4.1.7.** refuse in execution of the payment document of the Client in case of non-provision of the Client the documents and data, required by the Bank for execution of the functions; provide with the payment documents, filled in and provided according to the form, not complied with the requirements, set by the legislation of the RK and the Bank's internal documents; at non-ensuring by the Client of money, required for making payment/transfer; if the payment document includes the signs of forgery at non-compliance of other requirements, set by the legislation of the RK and/or the Contract's terms.

**4.1.8.** refuse in conducting the operation, suspend expenditure operations on the Account in cases and according to the procedure, stipulated for the legislation of the RK in the sphere of anti-money laundering, received illegally, and financing of the terrorism.

**4.1.9.** terminate business relations with the Client in case of impossibility to verify accuracy of data provided by the Client and information, required for updating the data about the Client (the Client's representative), as well as in case of occurrence in the process of servicing the Client of the suspicions that the business relations are used by the Client for the purposes of legalization (laundering) of incomes received illegally or financing the terrorism, prescribed by the legislation of the RK in the sphere of anti-money laundering illegally received and financing the terrorism (hereinafter – AML/FT).

**4.1.10.** refuse from execution of the Contract on the grounds and according to the procedure, stipulated for the Law of the RK "On payments and payment systems" and the Law on AML/FT. The Bank notifies the Client by phone/sends to the address of the Client the notification about refusal from execution from the Contract (fully) in electronic form or by post (at discretion of the Bank) during three days from the day of adoption of the decision. The Contract shall be deemed as terminated from the date, indicated in the notification, at that there no need to conclude between the Parties the Agreement on termination of the Contract.

Unilateral refusal from execution of the Contract is not allowed in cases, set by the Law of the RK "On payments and payment systems"

**4.1.11.** suspend expenditure operations on the Client's account on the ground of the information of the authorized state body that makes financial control and takes measures on anti-money laundering illegally received and financing the terrorism, on inclusion of the Client and/or beneficiary owner of the client in the list of companies or persons related to financing of the terrorism and extremism in accordance with the legislation of the Law on AML/FT.

**4.1.12.** early terminate unilaterally the Client's Account and return the sum of the Deposit

(if any) in case if the Deposit sum as a result of withdrawal by the Client will become less than the size of the trigger balance of the Deposit (if the term is stipulated for the trigger balance) with making recalculation of interest according to the terms, stipulated for the Application on accession (recalculation of interest, made at early termination of the contract).

**4.1.13.** suspend the operations on the Account in case of receipt by the Bank the decision and (or) instruction of the authorized state body on suspension of the expenditure operations on the Account.

**4.1.14.** refuse in closure of the Account subject to availability for the Client of unexecuted requirements to the Account or unreleased Acts on temporary restriction for usage of the property, decisions and (or) instructions of the authorized state bodies and (or) officials on suspension of the expenditure operations of the Account, as well as the Acts on arrest on money, located on the Client's Account.

**4.1.15.** Refuse to open additional Accounts for the Client if Client has bank account opened in the Bank to which the state revenue authorities have issued collection orders and/or orders to suspend debit transactions.

**4.1.16.** Change the remuneration rate under the Contract unilaterally after the expiration of Deposit storage period and prolongation of the Contract. The Bank has to notify the Client regarding the change in the remuneration rate on the Deposit by posting information on the Bank's Internet resource at the following address: [www.jysanbank.kz/www.jusan.kz](http://www.jysanbank.kz/www.jusan.kz).

**4.1.17.** Do not pay the accrued remuneration/withhold from the Deposit amount, amounts equal to the previously paid remuneration, in case of early termination of the Contract in compliance with the terms of the Contract.

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

**4.2.1.** Inform the Client regarding the current Tariffs in accordance with the terms of the Contract.

**4.2.2.** Open an Account for the Client, with assignment of individual identification code, accept the Deposit with placement on the Account, ensuring its safety and accounting when the Client provides all documents requested by the Bank.

**4.2.3.** After opening the Account to provide certificate on the opened Account at the request of the Client with the individual identification code.

**4.2.4.** Conduct transactions on the Account in accordance with the legislation of the Republic of Kazakhstan and the Contract.

**4.2.5.** Close the Client's Account no later than 5 (five) business days from the date the Client receives the full amount of the Deposit.

**4.2.6.** Provide the Client with information regarding the transactions conducted on the Account by providing an account statement with the attachment of copies of payment documents at the request of the Client in one of the ways provided for in the Contract, no later than the operating day Contract the day of receipt of the request.

**4.2.7.** Resume transactions on the Client's Account after the authorized state body or official recalls the decision and (or) order to suspend expense transactions on the Account, the act on the temporary restriction of the disposal of property, as well as in the manner determined by the Criminal Procedure Code of the Republic of Kazakhstan, the laws of the Republic of Kazakhstan "On Counteraction legalization (laundering) of proceeds from crime and financing of terrorism" and "On rehabilitation and bankruptcy". The seizure imposed on the money on the Client's Account subject to be released on the basis of a corresponding written notification of the person who has the right to seize the Client's money, on the cancellation of the previously adopted act on the seizure of money, or after the Bank has executed the presented collection order in pursuance of the previously imposed seizure imposed on the money on the Account or in cases stipulated by the Law of the Republic of Kazakhstan "On enforcement proceedings and the status of bailiffs".

**4.2.8.** Execute payment documents submitted by third parties, including state bodies and (or) officials of state bodies and (or) private bailiffs of the Republic of Kazakhstan in the manner and terms established by the legislation of the Republic of Kazakhstan.



**4.2.9.** Notify the Client by one of the methods provided for in the Contract on the refusal to execute the payment document excluding the collection order. The day of refusal to execute payment document is the date when such notification has been sent.

**4.2.10.** In case of change the remuneration rate upon extension of the Deposit term there is no need to conclude additional agreement to the Contract.

**4.2.11.** When the Client submits document exempting him from withholding 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 is returned to the Client to his Account.

**4.2.12.** Return the Deposit and pay the accrued remuneration on it in the amount and in the manner prescribed in the Statement of Accession, after deduction the amounts withheld/withdrawn in accordance with the terms of the Contract and the legislation of the Republic of Kazakhstan, including the amount of income tax collected at the source of payment, in accordance with the legislation of the Republic of Kazakhstan (if such withholding is provided for by the legislation of the Republic of Kazakhstan).

**4.2.13.** Guarantee the secrecy of the Deposit in accordance with the Current legislation and the Contract. Without the consent of the Client, information to third parties regarding the Deposit has to be provided only in cases stipulated by the current legislation of the Republic of Kazakhstan and the Contract.

## **5. Responsibility of the Parties. Grounds for exclusion of liability**

**5.1.** Each of the Parties is liable to the other Party for violation of its obligations under Contract in accordance with the legislation of the Republic of Kazakhstan and Contract.

**5.2.** The Parties are not responsible for cases of non-fulfillment or improper fulfillment of obligations under Contract, if such cases were the result of force majeure circumstances, including but not limited to: adoption by authorized state bodies, 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 Contract.

**5.3.** The Bank is not responsible for non-fulfillment/improper fulfillment of its obligations under Contract, as well as for 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 legislation of the Republic of Kazakhstan.

**5.4.** The Bank is not responsible for the actions of persons authorized by the Client to manage the Account in case of failure to notify/untimely notification by the Client of the Bank regarding the early termination of the powers of such persons in accordance with sub-clause 3.2.7. of clause 3.2. of the Contract.

**5.5.** In any cases the liability of the Bank under Contract is limited to the amount of actual damage caused to the Client by the guilty actions/inaction of the Bank. Compensation for real damage is carried out in the manner prescribed by the legislation of the Republic of Kazakhstan.

**5.6.** The Bank is not responsible for non-fulfillment or improper fulfillment of its obligations if the Client violates the terms of the Contract.

**5.7.** The Client is responsible for the legality of the transactions performed by him in accordance with the legislation of the Republic of Kazakhstan, as well as for the accuracy of the

documents submitted to the Bank that serve as the basis for the implementation of the services provided for by the Contract.

**5.8.** The Bank is not responsible for the untimely execution of transactions on the Account, in the event of improper execution of payment documents by the Client and/or third parties.

**5.9.** In the event of liquidation or reorganization of the Bank, the reimbursement of the Deposit will be carried out in the manner determined by the current legislation of the Republic of Kazakhstan.

## **6. Guaranteeing of obligations for the return of the Deposit**

**6.1.** The Bank is a member of the mandatory deposit insurance system, which is confirmed by Certificate No. 16 dated April 02, 2021. The Bank's obligations to return the Deposit of individual are guaranteed by Kazakhstan Deposit Insurance Fund JSC. The obligations of the Bank to return the Deposit without the accrued remuneration on it in the event of the forced liquidation of the Bank are subject to mandatory guaranteeing of deposits in accordance with the regulatory legal acts of the Republic of Kazakhstan.

**6.2.** Reimbursement of obligations on the current and/or savings account, guaranteed by Kazakhstan Deposit Insurance Fund JSC (hereinafter the Fund) is paid 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 bank account, in the amount and in the manner prescribed by the legislation of the Republic of Kazakhstan.

In the event if bank which is the member of the compulsory deposit guarantee system (hereinafter member bank) of a license to conduct all banking transactions is void of a license to conduct all banking transactions it will start to pay guarantee compensation on a deposit of the Client within 35 (thirty-five) business days from the date of recall of license for all banking transactions from member bank. Such payment will be made within the maximum amount of the guarantee compensation, established in the Law of the Republic of Kazakhstan "On mandatory guarantee of deposits placed in second-tier banks of the Republic of Kazakhstan." The amount of compensation unclaimed by the client is transferred by the KDIF to an individual pension account for accounting of voluntary pension contributions, opened by the Client in the manner prescribed by the legislation of the Republic of Kazakhstan on pension coverage.

In the event if the member bank which void of a license to conduct all banking transactions acted as a creditor in relation to the Client, the amount of the guarantee compensation is determined as of the date of revocation of the license to conduct all banking transactions based on the amount of the difference resulting from the offset of the amount of the guaranteed deposit and the amount of counterclaims of the specified participating bank.

Notification from the KDIF regarding the beginning and the procedure for paying the guarantee compensation, as well as about the agent banks making the payment of the guarantee compensation, the period and places of payment is subject to publication in the mass media and has to be posted on the Internet resource of the KDIF. In the event of change in the guarantee conditions due to changes in the legislation of the Republic of Kazakhstan and changes introduced by the KDIF, the Bank has the right to apply the accepted guarantee conditions to the Contract.

## **7. Contract validity terms**

**7.1.** The conclusion of the Contract is carried out by the Bank accepting the Statement of Accession signed by the Client (its Representative) and affixing corresponding mark thereto or by signing by the Client in electronic form with the use of the identification methods provided for by the Contract on the provision of electronic banking services concluded between the Bank and the Client upon opening the Deposit through a mobile application, the "Internet-banking" system, while the Contract of the relevant Deposit comes into force from the day the amount of such Deposit is made/transferred to the Account opened in the Bank and is valid until the Account is closed, unless otherwise provided by the legislation of the Republic of Kazakhstan.

**7.2.** The conclusion of the Contract with the Client who is a person related to the Bank by

special relations is carried out in accordance with Article 40 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan”.

## **8. Disputes resolving procedure**

**8.1.** In terms of issues not regulated by Contract the Parties are guided by the legislation of the Republic of Kazakhstan.

**8.2.** All disputes and disagreements arising in the process of conclusion and execution of the Contract or related to it (including unauthorized transactions) are considered by the Parties jointly within 10 (ten) business days.

**8.3.** All disputes (disagreements) related to Contract not settled through negotiations subject to be considered in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (at the discretion of the Bank), except for cases when exclusive jurisdiction is established in accordance with the requirements of civil procedural legislation.

## **9. Procedure for changing and/or supplementing the Contract**

**9.1.** The Bank has the right to introduce amendments and/or additions to the Contract unilaterally (except for the conditions specified in the Statement of Accession, which can be changed by concluding an additional agreement) by posting information on the Bank’s Internet resource ([www.jysanbank.kz/www.jusan.kz](http://www.jysanbank.kz/www.jusan.kz)) or in a place available for the Client in the premises of the Bank (operational subdivisions).

**9.2.** The Client’s failure to submit to the Bank an application for non-acceptance of the terms of the Contract, taking into account the amendments and/or additions made within 5 (five) working days from the date of posting information on amendments and/or additions to the Contract, means the Client’s consent to the new (amended/supplemented) edition of the Contract and accession to it as a whole, taking into account the amendments and/or additions made.

**9.3.** After making amendments and/or additions to the Contract it will continue to be valid in changed and/or supplemented form.

**9.4.** Upon introduction of amendments to the legislation of the Republic of Kazakhstan, requiring amendments and/or additions to the Contract, before introduction of amendments and additions to the Contract in accordance with the procedure established by clauses 9.1. – 9.3. of the Contract, the parties of the Contract are guided by the relevant provisions of the legislation of the Republic of Kazakhstan.

## **10. Confidentiality**

**10.1.** Any information transferred by the Parties to each other in relation with the Contract, as well as the fact of the conclusion of the Contract is confidential information and cannot be disclosed to third parties without obtaining the 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 Contract.

**10.2.** The Bank is not responsible if confidentiality was violated through the fault of the Client or if confidential information was known or became known to third parties from other sources.

**10.3.** Upon submitting the Statement of Accession, the Client agrees that in order to carry out the transactions provided for by the Contract, the Bank has the right to require the disclosure of any information in accordance with the provisions of the legislation of the Republic of Kazakhstan, the internal documents of the Bank that establish the need to comply with the level of information disclosure set forth thereto and the Client undertakes to provide the Bank with any information within the time frame established by the Bank at his first request.

**10.4.** Upon submitting the Statement of Accession, the Client unconditionally and irrevocably authorizes the Bank to provide on a confidential basis, on the basis of the Contract in the manner prescribed by the legislation of the Republic of Kazakhstan without any additional consent of the Client the data and information about the Client and the terms of the Contract, as

well as other information that has relation to the Client and or to the Contract, including information constituting bank secrets, commercial or other secrets protected by law (hereinafter the Information) in the manner prescribed by the legislation of the Republic of Kazakhstan to the following third parties:

a) legal entities which are major participants in the Bank, affiliated legal entities of the Bank; authorized state bodies, courts, law enforcement agencies (including bodies of inquiry and/or preliminary investigation, national security agencies) at their request, or in case of violation by the Client of obligations to the Bank, or in case of violation by the Client of the standards of the legislation of the Republic of Kazakhstan, all and any information related to the Client and/or the Contract and/or other agreements concluded between the Bank and the Client, including those that have ceased to be valid, constituting a bank secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secrets protected by law;

b) any third parties who are hired or will be hired in the future by the Bank, shareholders of the Bank and/or affiliated persons of the Bank to carry out analytical surveys, provide other services, including, but not limited to debt collection services, consulting, legal, audit and other services related to making a payment and/or transfer of money (including to correspondent banks, payment card systems, etc.), to provide such third parties with the opportunity to fulfill their obligations to the Bank, shareholders of the Bank and/or affiliated persons of the Bank, as well as to exercise their functions within the framework of the legislation of the Republic of Kazakhstan – any information related to the Client and/or the Contract and/or other agreements concluded between the Bank and/or the Client and/or third parties, including those that have ceased to be valid, constituting a bank secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secrets protected by law, which are necessary and sufficient for the proper provision of services to the Bank, shareholders of the Bank and/or affiliated persons of the Bank, as well as to exercise their functions within the framework of the legislation of the Republic of Kazakhstan (provision of reports/ accounting/information to the National Bank of the Republic of Kazakhstan, state revenue authorities), as well as in other cases in which arises/there is a need/obligation to provide such information/ data;

c) authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including the US tax authorities (IRS) and foreign tax agents – any information related to the Client and/or the Contract and/or other agreements concluded between the Bank and the Client, including those that have ceased to be valid, constituting a bank secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other secrets protected by law, in order to implement the requirements, international agreements ratified by the Republic of Kazakhstan;

d) The Client undertakes within 3 (three) business days to notify the Bank in writing about new Information, any amendments and/or additions to the Information transferred by him to the Bank, with the provision the Bank with the relevant supporting documents for the Bank to make amendments and (or) additions to the Information.

**The Bank is entitled to:**

a) transfer Information to authorized state bodies and third parties specified in Contract, when the Bank is obliged or entitled to perform such actions in accordance with the requirements of the legislation, concluded agreements and in other cases;

b) carry out cross-border transfer of Information, including in accordance with the Law of the Republic of Kazakhstan “On personal data and its protection” (hereinafter – the Law);

c) distribute Information, including in accordance with the Law;

d) independently determine the conditions of access to the Information;

e) keep the Information on any media during the storage periods established by the legislation of the Republic of Kazakhstan and the internal documents of the Bank, after the termination of legal relations with the Bank.

The Bank is not obliged to notify anyone about the actions taken by the Bank to collect, process and transfer Information to third parties. In case of necessity determined by the Bank, the Client provides the Bank with documentary evidence of the existence of the consent collected by

the Client from personal data subjects for the collection and processing of personal data, for the transfer of personal data to a third party, including the Bank, collection and processing of data by the Bank, for cross-border transfer. Responsibility for the lack 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, for any expenses and losses incurred by the Bank.

## **11. Special terms of the Contract**

**11.1.** Instructions of third parties who, in accordance with the legislation of the Republic of Kazakhstan who have the right to withdraw money from the Account are executed by the Bank in the manner and terms established by the legislation of the Republic of Kazakhstan.

**11.2.** The Bank suspends expense transactions on the Account and is not entitled to issue the Deposit (part of the Deposit, if provided by the terms of the Deposit) at the request of the Client, upon receipt of the decision and (or) order of an authorized state body and (or) an official to suspend expense transactions on Account, as well as acts of temporary restriction on the disposal of property, acts of seizure, for the entire amount of the Deposit, except for cases when part of the amount of the Deposit is encumbered.

**11.3.** Regarding time and savings deposits, if the Bank fulfills the instruction to withdraw the part of the Deposit amount presented by third parties having such right in accordance with the legislation of the Republic of Kazakhstan and in the absence of the Client's application for claiming the Deposit, remuneration is accrued to the actual balance of the Deposit in accordance with the terms of the Contract before the end of the Deposit term. If the Bank fulfills the instruction to withdraw the entire amount of the Deposit presented by third parties having such right in accordance with the legislation of the Republic of Kazakhstan the remuneration is not recalculated.

**11.4.** In case of withdrawal of the entire amount of money deposited in the Account, as a result of the execution by the Bank of instructions presented by third parties in accordance with clause 11.3. of the Contract, if it does not contradict the requirements of the legislation of the Republic of Kazakhstan the Account is subject to be closed in accordance with the terms of the Contract. In case if amount of money is not sufficient in order to withdraw money from the Account, the Bank has to execute the instructions on withdrawing money from the Account in the manner prescribed in accordance with the legislation of the Republic of Kazakhstan. If the amount of money is withdrawn in a currency other than the Account currency, the withdrawn money is converted in the manner prescribed by the legislation of the Republic of Kazakhstan with the deduction of the conversion fee at the current rates of the Bank.

**11.5.** In case if after the execution of instructions of third parties on the Account, there is no balance of money or the amount of the balance is insufficient to reimburse the Bank for the difference between the amount of remuneration accrued in accordance with the valid conditions upon early termination of the Contract and the amount of remuneration paid at the rate established by the Contract, the Bank withdraws the amount payable from any bank accounts of the Client opened with the Bank in the manner prescribed by the legislation of the Republic of Kazakhstan.

**11.6.** If there are encumbrances (arrest/order to suspend debit transactions) for the entire amount of the Deposit, the remuneration is calculated before the end of the Deposit term. Upon the expiration of the Deposit term, the Bank pays the fee accrued only for the term of the Deposit placement.

**11.7.** Upon the presence of encumbrances (arrest/order to suspend expense transactions) of authorized state bodies and/or officials and/or bailiffs, upon receipt of an act on the temporary limitation of the disposal of property for a part of the Deposit amount and receiving an application from the Client/Depositor for early return of the Deposit amount free of encumbrances, the Deposit amount free of encumbrances is subject to transfer to the current account specified in the Statement of Accession. The seizure imposed on the money on the Client's Account is lifted on the basis of the relevant document and written notification of the person who has the right to seize the Client's money, on the cancellation of the previously adopted act on the seizure of money, or after the Bank

has executed a collection order presented in execution previously imposed seizure of money in the Account, or in cases provided for by the Law of the Republic of Kazakhstan “On enforcement proceedings and the status of bailiffs”.

**11.8.** The Client hereby provides the Bank with its unconditional consent to the withdrawal by the Bank of all amounts owed under Contract, including the amount of the remuneration paid to the Client which is subject to return by the Client to the Bank in accordance with the terms of the Contract, from the Client’s bank accounts opened in the Bank by direct debit of such accounts, as well as by issuing payment requests by the Bank to the Client’s accounts opened in other banks, organizations carrying out certain types of banking operations.

## **12. Final provisions**

**12.1.** The Contract represents a complete understanding of the Parties in connection with its subject matter and supersedes all previous written or oral agreements, or agreements that have been concluded between the Parties in relation to the terms of the Contract.

**12.2.** The Contract is binding on the Parties, their successors and authorized representatives.

**12.3.** If any of the terms of the Contract becomes illegal or invalid, this fact does not in any way affect the validity and legality of the other provisions of the Contract. If as a result of introduction of amendments and/or additions to the legislation of the Republic of Kazakhstan, the provisions of the Contract contradict the standards of the legislation of the Republic of Kazakhstan, the Parties must be guided by the relevant standards of the legislation of the Republic of Kazakhstan.

**12.4.** The Bank’s services related to service of the Account, including but not limited to the following: crediting, issuing, transferring, are paid by the Client in accordance with the valid tariffs at the time of the transaction.

**12.5.** The Client acknowledges and agrees that the Bank is actively working to prevent cases of the Bank’s involvement in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc. The Bank’s operating standards are aimed at preserving and protecting the reputation of the Bank, as well as ensuring that the 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, operations performed by the Bank’s customers which may change from time to time. So that, the Bank may establish criteria/grounds in accordance with the legislation of the Republic of Kazakhstan according to which the particular transaction or operation of the Bank’s Client can be defined as an unusual operation (transaction) and classified as suspicious.

**12.6.** Anti-corruption clause. Upon the fulfillment of own obligations under Contract the Parties, their affiliates, employees or intermediaries:

a) do not pay, do not offer to pay and do not allow the payment of money or valuables, directly or indirectly to any person to influence the actions or decisions of these persons in order to obtain any unlawful advantages or other unlawful purposes;

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

Each of the Parties to the Contract refuses to stimulate in any way the employees/representatives of the other Party, including by providing money, gifts, gratuitous performance of work (services) to them and other methods not listed in this paragraph, which puts the employee in a certain dependence and aimed at ensuring that this employee performs any actions in favor of the Party stimulating such person. The actions of the employee carried out in favor of the stimulating Party/Client are understood as:

- a) provision of unjustified advantages over other counterparties;
- b) provision of any guarantees;
- c) acceleration of existing procedures;

d) other actions performed by the employee within the framework of his job duties, but running counter to the principles of transparency and openness of relations between the Parties.

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

**12.8.** The Contract is drawn up in Russian, Kazakh and English. In case of discrepancy between the text of the Contract in Kazakh, English and Russian languages, the Parties are guided by the text of the Contract in Russian. The Statement of Accession is drawn up in 2 copies at the request of the client in Russian, Kazakh or English.

**12.9.** Payment document initiated by the Client is considered executed by default if the Bank does not receive a notification of non-execution of payment document within 1 (one) business day following the day of receipt of the Client's instruction.

**12.10.** A copy of the Contract can be handed over at its request when transferring the amount of the Deposit to the Account. If the Client wishes to receive other services provided by the Bank, in addition to those provided for in the Contract, it is required to conclude separate agreements for the provision of relevant services, as well as to comply with other requirements provided for by regulatory legal acts of the Republic of Kazakhstan and/or internal policies, standards, procedures, and other internal documents of the Bank.

**12.11.** All notifications which is subject to be sent in accordance with the terms of the Contract have to send at the discretion of the Bank by mail/fax /to the email address/through the Internet Banking system/by sending an SMS message to the Client's phone number specified in the Statement of accession to Contract, as well as by addresses/phone numbers indicated in state databases.

**Details of the Bank:**

242 Nursultan Nazarbayev Ave., Medeu district, Almaty, Republic of Kazakhstan, A26F8T9

BIN 920140000084

IIC KZ48125KZT1001300336 in the NB RK

BIC TSESKZKA.



Appendix No. 1  
to amendments to the Bank Deposit Contract  
of an individual, a Private Banking client,  
approved by the Management Board of Jusan Bank JSC  
(Minutes No. 9-22 dated 28.01.2022)  
the Board of Directors of Jusan Bank JSC  
(Minutes No. 25/02/22-01 dated 25.02.2022)

“Appendix 1  
to the Bank Deposit Contract  
of an individual, a Private Banking client,  
approved by the Management Board of Jusan Bank JSC  
(Minutes No. 9-22 dated 28.01.2022)  
the Board of Directors of Jusan Bank JSC  
(Minutes No. 25/02/22-01 dated 25.02.2022)

*Standard form of Application for accession*

**Application for accession to the Bank Deposit Contract of an individual, a Private Banking client No. \_\_\_\_\_**

From \_\_\_\_\_

(Full name)

I ask Jusan Bank JSC (hereinafter - the Bank) to accept this Application for accession (hereinafter - the Application for accession) to the Bank Deposit Contract of an individual, Private Banking client (hereinafter - the Contract) and open a savings account No. \_\_\_\_\_ (hereinafter - the Account/Savings account) and place a bank deposit on the following conditions:

1. Type and Name of Deposit	<b>Jusan Elite term deposit</b>
2. Салым сомасы/ Deposit Amount (in numbers, words)	_____
3. Currency	_____ (indicate the deposit currency in accordance with the terms of the product passport).
4. Remuneration rate, % per annum	_____ (indicate the remuneration rate in accordance with the interest rates approved by the authorized body of the Bank)
5. Annual effective remuneration rate, % per annum	_____ (indicate the remuneration rate in a reliable, annual, effective comparable calculation, calculated in accordance with the legislation of the Republic of Kazakhstan)
6. Term of placement	_____ (indicate the period in months or another period as decided by the Bank's AB/AP in numbers and words).
7. Maximum deposit amount including additional contributions	Not more than 25% of the Bank's equity capital.
8. Minimum deposit amount (irreducible balance)	Taking into account partial withdrawals, the amount of the Deposit must be at least _____ (indicate in numbers and in words, the type of currency).



<p>9. Procedure for payment of remuneration (mark as appropriate)</p>	<p><input type="checkbox"/> Monthly payment to the current account / current account using a payment card, with income tax withholding, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan. If the currency of the specified current account / current account using a payment card is different from the currency of the deposit, payment of remuneration on the deposit is made using the conversion rate established by the Bank at the time of the operation.</p> <p><input type="checkbox"/> Monthly capitalization (payment to a savings account), with withholding income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan.</p>
<p>10. Additional contributions</p>	<p>Provided (in cash and non-cash), taking into account the maximum amount of the deposit</p>
<p>11. Partial withdrawal of deposit</p>	<p>Provided up to the amount of the minimum balance, with the preservation of the accrued remuneration. If the currency of the specified current account/current account using a payment card is different from the currency of the deposit, partial payment of the deposit made using the conversion rate established by the Bank at the time of the transaction.</p>
<p>12. Prolongation (extension)</p>	<p>Provided (automatic), an unlimited number of times for the same period, at the rates of remuneration in force on the day of extension.</p> <p>The return of the Deposit to the Client after the expiration of the Deposit term is made by the Bank in case the Client claims the Deposit amount no later than the last calendar day of the Deposit term. If the last day falls on a weekend or holiday, the return of the deposit is made on the first business day following the day of the end of the period for placing the Deposit.</p> <p>The return of the Deposit is carried out to the current account / current account using a payment card, with withholding income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan. If the currency of the specified current account / current account using a payment card is different from the currency of the deposit, the return of the deposit is made using the conversion rate set by the Bank at the time of the operation.</p>
<p>13. Deposit opening mode (tick as appropriate)</p>	<p><input type="checkbox"/> transfer of the Deposit amount from the current account in Jusan Bank JSC No. _____</p> <p><input type="checkbox"/> depositing in cash on the date of opening the Account the amount of the Deposit to the Account.</p>
<p>14. Early withdrawal of the entire deposit (early termination of the Contract)</p>	<p>up to 6 months - no remuneration is paid, over 6 months - remuneration is paid for the actual storage time at the rate of the bank deposit contract</p>
<p>15. Information about the current account / current account, using a payment card (for transferring remuneration or returning the Deposit)</p>	

In accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, by the Application for accession to the Contract, the Client and the Depositor (in the event that the Depositor places a

deposit in favor of the Client) accepts the terms of the Contract as of the date of its signing, and confirms/certifies that:

- 1) The Contract has been read by him (them), accepted in full, without any comments and objections, does not contain any burdensome conditions for him (them), which, based on reasonably understood interests, he (they) would not have been accepted;
- 2) The application for accession and the Contract are considered as a single document;
- 3) The Bank provided comprehensive information on / about: the conditions for providing banking services under the Contract, rates and tariffs, the timing of the decision to open a savings account, the list of documents required for concluding the Contract, liability and possible risks in case of default under the Contract, the need to open a current account/current account using a payment card, as well as tariffs for a current account/current account using a payment card;
- 4) in relation to personal data of personal data subjects transferred and to be transferred in the future by the Depositor, the Client under the Contract (including authorized persons and representatives of the Depositor, the Client), as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect, process such personal data, the Depositor, the Client previously received from the subjects of personal data that he (they) provided, consent to the collection and processing of personal data, to the transfer of personal data to a third party, incl. to the Bank, their collection and processing by the Bank, for cross-border transfer of personal data, regardless of whether the relevant foreign state provides protection for the transferred personal data, if such transfer is not prohibited or limited by the laws of the Republic of Kazakhstan. If necessary, determined by the Bank, the Depositor, the Client provides to the Bank documentary evidence of the availability of consents collected by the Depositor, the Client from personal data subjects for the collection and processing of personal data, for the transfer of personal data to a third party, incl. to the Bank, their collection and processing by the Bank, for cross-border transfer. Responsibility for the absence of the above consents rests with the Depositor, the Client. In the event that any measures are applied to the Bank for violation of the legislation on personal data, the Depositor, the Client undertakes to reimburse the Bank, at the request of the Bank, any expenses and losses incurred by the Bank.

Hereby the individual person(s) who sign(s) the Contract on behalf of the Depositor, the Client (hereinafter - the subjects of personal data), guided by the Law of the Republic of Kazakhstan "On personal data and their protection", provide(s) the Bank with an unconditional consent to the collection, processing, including cross-border transfer, of all information related to each of them, including their personal data, including biometric data recorded on electronic, paper and any other medium, for the purpose of banking and/or other services for the Depositor, the Client. The period during which this consent is valid: until it is withdrawn by the subjects of personal data. The consent of the Depositor, the Client, who is individual person, may be withdrawn subject to the termination of legal relations between him and the Bank.

*The following text is filled in by the Client/Depositor/Authorized person in case of submission of the Application for accession at the branch of the Bank*

**CLIENT**

(Full name)

\_\_\_\_\_

(postal code, address, phone numbers)

IIC \_\_\_\_\_

BIC \_\_\_\_\_

IIN \_\_\_\_\_

Beneficiary code \_\_\_\_\_

e-mail \_\_\_\_\_

\_\_\_\_\_  
(Client's signature)  
\_\_\_\_\_ 20\_\_

**DEPOSITOR (if the Depositor places a deposit in favor of the Client)**  
(Full name)

\_\_\_\_\_  
(postal code, address, phone numbers)  
IIC \_\_\_\_\_  
BIC \_\_\_\_\_  
IIN \_\_\_\_\_  
Beneficiary code \_\_\_\_\_  
e-mail \_\_\_\_\_

\_\_\_\_\_  
(Depositor's signature)  
\_\_\_\_\_ 20\_\_

**PERSON ENTRUSTED TO OPEN A SAVINGS ACCOUNT ON BEHALF OF THE CLIENT**

\_\_\_\_\_  
(Full name, INN) acting on the basis of

\_\_\_\_\_  
(title of the document)

\_\_\_\_\_  
(signature of the person authorized to open a savings account on behalf of the Client)  
\_\_\_\_\_ 20\_\_

**AUTHORIZED REPRESENTATIVE OF THE DEPOSITOR**

\_\_\_\_\_  
(Full name, INN) acting on the basis of

\_\_\_\_\_  
(title of the document)

\_\_\_\_\_  
(signature of the authorized representative of the Depositor)  
\_\_\_\_\_ 20\_\_

**BANK MARKS**

Jusan Bank JSC,  
A26F8T9, Republic of Kazakhstan, Almaty, Medeu district, 242 Nursultan Nazarbayev avenue,  
BIN 920140000084, IIC KZ48125KZT1001300336 at the National Bank of the Republic of  
Kazakhstan, BIC TSESKZKA, Beneficiary code - 14  
\_\_\_\_\_ branch of Jusan Bank JSC

Address: \_\_\_\_\_

**Орындаушы:/Executor:** Full name \_\_\_\_\_

\_\_\_\_\_  
stamp Surname, name, patronymic (if any)

signature,

1. According to the Code of the Republic of Kazakhstan “On Taxes and Other Obligatory Payments to the Budget”, the Client is a IIT payer:

yes

no

2. Conclusion of a deal with the PRBSR (filled in subject to the opening of the Deposit of the PRBSR):

concluded according to standard conditions

concluded according to individual conditions



Appendix No. 2  
to amendments to the Bank Deposit Contract  
of an individual, a Private Banking client,  
approved by the Management Board of Jusan Bank JSC  
(Minutes No. 9-22 dated 28.01.2022)  
the Board of Directors of Jusan Bank JSC  
(Minutes No. 25/02/22-01 dated 25.02.2022)

“Appendix 2  
to the Bank Deposit Contract  
of an individual, a Private Banking client,  
approved by the Management Board of Jusan Bank JSC  
(Minutes No. 9-22 dated 28.01.2022)  
the Board of Directors of Jusan Bank JSC  
(Minutes No. 25/02/22-01 dated 25.02.2022)

*Standard form of Application for accession*

**Application for accession to the Bank Deposit Contract of an individual, a Private Banking client No. \_\_\_\_\_**

From \_\_\_\_\_  
(Full name)

I ask Jusan Bank JSC (hereinafter - the Bank) to accept this Application for accession (hereinafter - the Application for accession) to the Bank Deposit Contract of an individual, Private Banking client (hereinafter - the Contract) and open a savings account No. \_\_\_\_\_ (hereinafter - the Account/Savings account) and place a bank deposit on the following terms:

1. Type and Name of Deposit	<b>Jusan Elite+ Savings deposit</b>
2. Deposit Amount (in numbers, words)	_____
3. Currency	_____ (indicate the deposit currency in accordance with the terms of the product passport).
4. Remuneration rate, % per annum	_____ (indicate the remuneration rate in accordance with the interest rates approved by the authorized body of the Bank)
5. Annual effective remuneration rate, % per annum	_____ (indicate the Remuneration rate in a reliable, annual, effective comparable calculation, calculated in accordance with the legislation of the Republic of Kazakhstan)
6. Term of placement	_____ (indicate the period in months or another period as decided by the Bank's AB/AP in numbers and words).
7. Maximum deposit amount	Not more than 25% of the Bank's equity capital.
8. Minimum amount to open a deposit	The amount of the Deposit must be at least _____ (indicate in numbers and in words, the type of currency).

9. Procedure for payment of remuneration	Monthly capitalization (payment to a savings account), with withholding income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan.
10. Additional contributions	Not provided
11. Partial withdrawal of deposit	Not provided
12. Extension	Not provided
13. Deposit opening mode (tick as appropriate)	<input type="checkbox"/> transfer of the Deposit amount from the current account in Jusan Bank JSC No. _____ <input type="checkbox"/> depositing in cash on the date of opening the Account the amount of the Deposit to the Account.
14. Early withdrawal of the entire deposit (before the urgent termination of the Contract)	<p>In case of early withdrawal of the entire Deposit (early termination of the Contract), the accrued/paid/capitalized interest is subject to recalculation for the actual time of deposit placement at the "On Demand" rate effective in the Bank at the time of termination of the Contract. The amount of excessively accrued/paid/capitalized remuneration is deducted from the amount of the Deposit, the balance of the deposit (deposit) is returned to the Client/Depositor (the Depositor in case the Client waives the rights in relation to the Deposit). The return of the deposit (deposit) is carried out after 30 (thirty) calendar days from the date of submission by the Client/Depositor of an application for early return (closing) of the savings deposit (deposit). Within 30 (thirty) calendar days from the date of filing an application for early return (closing) of the deposit, the accrual of remuneration does not stop.</p> <p>If the Client/Depositor does not revoke the application for early return (closing) of the savings deposit (deposit), on the 31st (thirty-first) calendar day the savings account is closed, the amount of the deposit with recalculated at the "On Demand" rate is credited to the current account/current account with using a payment card. If the currency of the specified current account/current account using a payment card differs from the deposit currency, the return of the deposit is made using the exchange rate set by the Bank at the time of the transaction.</p>
15. Information about the current account / current account, using a payment card (for transferring remuneration or returning the Deposit)	

In accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, by the Application for accession to the Contract, the Client and the Depositor (in the event that the Depositor places a deposit in favor of the Client) accepts the terms of the Contract as of the date of its signing, and confirms/certifies that:

- 1) The Contract has been read by him (them), accepted in full, without any comments and objections, does not contain any burdensome conditions for him (them), which, based on reasonably understood interests, he (they) would not have been accepted;
- 2) The Application for accession and the Contract are considered as a single document;
- 3) The Bank provided comprehensive information on / about: the conditions for providing banking services under the Contract, rates and tariffs, the timing of the decision to open a savings account, the list of documents required for concluding the Contract, liability and possible risks in case of

default under the Contract, the need to open a current account/current account using a payment card, as well as tariffs for a current account/current account using a payment card;

4) in relation to personal data of personal data subjects transferred and to be transferred in the future by the Depositor, the Client under the Contract (including authorized persons and representatives of the Depositor, the Client), as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect, process such personal data, the Depositor, the Client previously received from the subjects of personal data that he provided, consent to the collection and processing of personal data, to the transfer of personal data to a third party, incl. to the Bank, their collection and processing by the Bank, for cross-border transfer of personal data, regardless of whether the relevant foreign state provides protection for the transferred personal data, if such transfer is not prohibited or limited by the laws of the Republic of Kazakhstan. If necessary, determined by the Bank, the Depositor, the Client provides to the Bank documentary evidence of the availability of consents collected by the Depositor, the Client from personal data subjects for the collection and processing of personal data, for the transfer of personal data to a third party, incl. to the Bank, their collection and processing by the Bank, for cross-border transfer. Responsibility for the absence of the above consents rests with the Depositor, the Client. In the event that any measures are applied to the Bank for violation of the legislation on personal data, the Depositor, the Client undertakes to reimburse the Bank, at the request of the Bank, any expenses and losses incurred by the Bank.

Hereby the individual person(s) who sign(s) the Contract on behalf of the Depositor, the Client (hereinafter - the subjects of personal data), guided by the Law of the Republic of Kazakhstan "On personal data and their protection", provide(s) the Bank with an unconditional consent to the collection, processing, including cross-border transfer, of all information related to each of them, including their personal data, including biometric data recorded on electronic, paper and any other medium, for the purpose of banking and/or other services for the Depositor, the Client. The period during which this consent is valid: until it is withdrawn by the subjects of personal data. The consent of the Depositor, the Client, who is individual person, may be withdrawn subject to the termination of legal relations between him and the Bank.

*The following text is filled in by the Client/Depositor/Authorized person in case of submission of the Application for accession at the branch of the Bank*

**CLIENT**

(Full name)

\_\_\_\_\_

(postal code, address, phone numbers)

IIC \_\_\_\_\_

BIC \_\_\_\_\_

IIN \_\_\_\_\_

Beneficiary code \_\_\_\_\_

e-mail \_\_\_\_\_

\_\_\_\_\_

(Client's signature)

\_\_\_\_\_ 20\_\_

**DEPOSITOR (if the Depositor places a deposit in favor of the Client)**

(Full name)

\_\_\_\_\_

\_\_\_\_\_

(postal code, address, phone numbers)

IIC \_\_\_\_\_

BIC \_\_\_\_\_

IIN \_\_\_\_\_

Beneficiary code \_\_\_\_\_

e-mail \_\_\_\_\_

\_\_\_\_\_

(Depositor's signature)

\_\_\_\_\_ 20\_\_

**PERSON ENTRUSTED TO OPEN A SAVINGS ACCOUNT ON BEHALF OF THE CLIENT**

\_\_\_\_\_

(Full name, INN) acting on the basis of

\_\_\_\_\_

(title of the document)

\_\_\_\_\_

(signature of the person authorized to open a savings account on behalf of the Client)

\_\_\_\_\_ 20\_\_

**AUTHORIZED REPRESENTATIVE OF THE DEPOSITOR**

\_\_\_\_\_

(Full name, INN) acting on the basis of

\_\_\_\_\_

(title of the document)

\_\_\_\_\_

(signature of the authorized representative of the Depositor)

\_\_\_\_\_ 20\_\_

**BANK MARKS**

Jusan Bank JSC,

A26F8T9, Republic of Kazakhstan, Almaty, Medeu district, 242 Nursultan Nazarbayev avenue,  
BIN 920140000084, IIC KZ48125KZT1001300336 at the National Bank of the Republic of  
Kazakhstan, BIC TSESKZKA, Beneficiary code - 14

\_\_\_\_\_ branch of Jusan Bank JSC

Address: \_\_\_\_\_

**Орындаушы:/Executor:** Full name \_\_\_\_\_

\_\_\_\_\_ Surname, name, patronymic (if any) signature,  
stamp

3. According to the Code of the Republic of Kazakhstan “On Taxes and Other Obligatory Payments to the Budget”, the Client is a IIT payer:

yes

no

4. Conclusion of a transaction with the PRBSR (filled in subject to the opening of the Deposit PRBSR):

concluded according to standard conditions

concluded according to individual conditions