

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

COMPLEX AGREEMENT of Banking Services for the Individual

SECTION I. GENERAL PROVISIONS

This Complex Agreement of banking services for the individual (hereinafter – the Agreement) determines the standard conditions of rendering the services by "First Heartland Jusan Bank" Joint Stock Company (hereinafter – the Bank) for the individuals, not performing the entrepreneurial 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 determines the rights, obligations, responsibility of the Parties, as well as other special aspects of the legal relations between the Bank and the Client (as determined below).

This Agreement substitutes the Complex Agreement of banking services of the individual, approved by the Bank's Management Board (the Minutes No.24-20 dd. February 26, 2020) and the Bank's Board of Directors (the Minutes No.16/03/20-01 dd. March 16, 2020), except for the following sections of the Contract: "Section V. Opening and service of a current account, issue and service of a credit card, setting a credit limit" and "Section. VIII opening, maintenance and closure of current accounts, intended for borrowed funds", from the date indicated in the notifications sent to the Client in accordance with the terms of the indicated Complex Agreement of banking services of the individual. This proposal is applied only in relation to the clients who received the products on lending prior to enter into a force of the Contract.

In the Agreement, the Client and the Bank together referred to as the "Parties" and the "Party" respectively.

Within the Agreement the following banking services are rendered:

- opening, maintenance and closing of the bank accounts;
- issue and service of the payment cards;
- electronic banking services;
- opening and servicing of the unallocated metal account.

The Agreement is the Agreement on accession, concluded in accordance with the provisions of Article 389 of the Civil Code of the RK, the conditions of which are unified for all Clients and may be accepted by the Client by accession to the Agreement in general on the ground of the Application to Annex (No.1 and No.1-1) to the Agreement or on the ground of other documents, concluded by the Client with the Bank. At that, the Application and the Agreement are one document from the moment of acceptance by the Bank of the Application from the Client. In case of remote service, the Client is recognized as jointed to the Contract after appropriate Identification of the Client.

1. By signing the Application, the Client confirms that:

a) the Client has read and understood the Agreement's conditions in full, without any comments and objections, shall be obliged to fulfill the Agreement's conditions in due time and in full, understands and accepts possible negative consequences of their non-fulfillment and/or improper fulfillment;

b) the Agreement has no any exacting conditions for the Client, which the Client, on the ground of the Client's interests, would not accept;

c) the Client shall not be obliged refer to absence of the Client's signature in the Agreement for evidencing that the Agreement has not been read/understood/accepted by the Client, if the Bank has the Application, signed by the Client, or other document, concluded by the Client with the Bank that contains the conditions of accession to the Agreement;

d) the Client complied with all procedures, required for conclusion of the Agreement and acceptance of the banking services, indicated in the Agreement;

e) conclusion of the Agreement and fulfillment of its conditions, including opening of the bank Account under the Agreement, issue and servicing of the payment card will not breach and result to breach of any norm of the legislation of the RK and/or the legislation, applicable to the Client;

f) issue/blocking/reissue/servicing of the payment cards, opening/maintenance/closing of the bank Accounts, shall be made with the use of the Communication channel with applicable means of identification (including applying of the Client through the Bank's partners) and shall be deemed as equal to a written applying, certified by a signature of the Client;

g) the payment cards, personal identification numbers to them, issued by the Bank within the Agreement, as well as the details of the Accounts were received, verified, there are no comments and additions;

The Client gives a consent for unconditional and irrevocable consent for:

- h) use by the Bank of the facsimile copy medium of a signature, application of an electronic digital signature, identification methods when signing/making a mark in the Application, Account Statements, Applications, References, other Agreements and documents which are equal to signed by the Bank's authorized person in own hand;
- i) use by the Bank of the seal in electronic form when signing/making a mark in the Application, Account Statements, Receipts, References and other documents;
- j) making photo and further use of the Client's photo in accordance with the legislation of the RK and the Bank's internal documents;
- k) read the Payment Card Use Rules and the Tariffs, and agrees with their size, change procedure and Tariffs;
- l) for collection by the Bank from all resources, processing, including trans-border transfer, by the Bank of any information about the Client, including containing a bank or other protected by the law secret, personal, biometric and (or) other data of the Client (his representatives) (hereinafter – the Information) both using automation and without it, disclosure of such information to the third persons, their agents and other persons authorized by them, transfer of such information to/from the Credit Bureaus, during the validity period of this Agreement for the purposes of conclusion and within execution of the Agreement and (or) other transactions with the Bank, including proper execution by the Client of the obligations under them, as well as in connection with occurrence or an opportunity of occurrence among the Bank and (or) the Client and (or) the third parties, including with whom the Client and (or) the Bank has encumbrances or relations, any relations, including but not limited to related to: rendering by the bank and other services, including performance before their rendering and in the process of their rendering of any actions /transactions (regarding assessment and (or) insurance (if provided) and etc.); sending the notifications, requirements, as well as provision of the information, including about the Bank's services; request and receipt of any data and information; as well as in other cases wherein there is a need to collect, process, transfer and distribution of the information;
- m) modification by the Bank of the Client's personal data, in case of their change (full name and other information, referred to the Client's personal information), if such modifications are made to the database of the authorized bodies;
- n) provision/transfer and receipt by the bank of the information from/to official/legal resources including state database of the authorized bodies (hereinafter – the SDB), for receipt by the bank of the information from any possible, public resources, including data, contained a tax secret in accordance with the Tax Code, as well as other types of protected by the law secret directly or through the Credit Bureaus/ third parties, RSE “Kazakhstan Center of Interbank Settlements” (hereinafter – the KCIS), official websites of the authorized state bodies (portal of e-gov of the Republic of Kazakhstan/electronic licensing and other official resources), of other companies and persons provided through the bureau credit bureaus with which the Bank has concluded the Contract on provision and receipt of the information, Center of processing of identification data (hereinafter – the CPID) on the basis of the KCIS and other companies/institutions that have the right to receipt/provide the information with aim to receipt by the bank of updated and reliable data on the client, required for the client's identification, including a remote identification using biometric indicators;
- o) performance of a scoring, for which it is necessary to receipt by the Bank of confidential information about the Client from all legal resources (SDB, a portal of the electronic government of the Republic of Kazakhstan /electronic licensing and other resources) with aim to execute the requirements of the legislation and preparation of the proposals regarding the products/services of the bank;
- p) provision/issue of information from/to the Credit Bureaus with which the Bank concluded the Contract on provision and acceptance of information and other companies/institutions directly to the bank or through the third parties the information including which the Bank will receive in future;
- q) receipt by the Credit Bureau the information about the client from the SDB, KCIS, as well as official and legal resources (a portal of the electronic government of the Republic of Kazakhstan/electronic licensing, official websites of the authorized state bodies and other official resources) from the operators/owners of the SDB, including data that contain a tax secret in accordance with the Tax Code, as well as other types of protected by the law secret;
- r) receipt by the bank of the data on balances and money movement on individual pension account and other information from the Single Accumulative Pension Fund, and other pension funds and/or PJSC State Corporation “Government for citizens”, state and non-state companies, including through the credit bureaus;
- s) for provision by the Single Accumulative Pension Fund and other pension funds and/or PJSC State Corporation “Government for citizens”, state bodies and other legal entities that perform the activity on involvement of pension contributions and pension payments, on payment for pensions and allowances, available and received in future information directly to the bank or through the credit bureaus, information, provided by the company that performs the activity related to collection and provision of the information about incomes of the individuals, including PJSC State Corporation “Government for citizens”, provided/received by the bank to/from the credit bureaus – on incomes, other information as well as on deductions from incomes of obligatory pension contributions into the Single Accumulative Pension Fund through the credit bureaus and other companies/institutions that have the right to receipt/provide the information;
- t) provided to the legal entity, performing on the ground of the decision of the Government of the Republic of Kazakhstan the activities on rendering state services in accordance with the legislation of the Republic of

Kazakhstan – to provide information about the Client existing and received in future by the Credit Bureaus and to the Bank through the Credit Bureaus.

2. By accession to the Agreement the Client gives unconditional and irrevocable consent for the purposes of signing (conclusion) of the Application within the Agreement, Applications, documents, any transactions in relations with the bank (including a consent, confirmation, change of the questionnaire data, telephone numbers, other data of the client and etc.) to use the identification method, including EDS, a unique identifier of the user and a password (KSDI, QR-code, PIN-code, USSD/SMS-message), through the communication channels in the manner, prescribed by the Agreement. the Client agrees that for signing (conclusion) of the application, applications, documents, any transactions in relations with the bank (including a consent, confirmation, change of the questionnaire data, telephone numbers, other data on the client and etc.) as well transfer of the client in mobile application is equaled from a window (a screen) of signing (information input) to another window (a screen) including a transfer using built-in facilities of identification of a personal mobile device of the client (identification of face, finger impression and etc.). Singing (conclusion) the Application, applications, documents, any transactions in relations with the bank (including consent, notifications, changes of the questionnaire data, telephone numbers, other data on client and etc..) using the identification method or by transfer to another window (screen) of the mobile application is recognized by the parties as the transaction, made in a written form that defined Party and content of their will, equaled documents in paper form signed in hand and may be an evidence in a court.

At that, the Client recognizes and agrees that at consummation of the transactions by the indicated in this document methods the bank is not responsible for the expense, occurred for the client as a result of loss, stealage, disclosure, transfer to the third parties by the client of the EDS, a unique identifier of the user and a password (KSDI, PIN-code, USSD/SMS-message), number/SIM-card of mobile phone using for login the mobile application, personal mobile device of the client and/or other devices, used by the client to receive electronic bank services in this connection the client is obliged to take measures, excluding the indicted facts, and in case of their occurrence to notify promptly about it the bank.

3. All Annexes to the Agreement (if any), applications, requests, accepted by the Bank from the client within rendering the services by the Bank, are an integral part of the Agreement, unless otherwise agreed in the text of Annex itself, application, request.

SECTION II. TERMS AND DEFINITIONS

4. In the Agreement and Appendices to thereto the following terms and definitions are used:

1) **Authorization** means permission of the Bank for making a payment with the use of the Payment card. The procedure of receipt of an authorization is determined in accordance with the Agreements, concluded between the participants of the Payment Card System;

2) **Promotional bonuses** – standard units, credited by the bank owing to the Bank's funds onto a single bonus account of the client with deductions of a tax from a payment source and other obligatory contributions/deductions in a manner and to the amount, established by the legislation of the Republic of Kazakhstan. The price of promotional bonus is set by the Bank in tenge equivalent.

2) **Authenticator** means secret information, unrepeatable things, physical parameters or their combination that allow to confirm the personality of the Client and (or) authenticity of the operation, i.e. to authenticate;

3) **Authentication**, including **multifactor authentication** – verification of belonging of the Client of the authenticator provided by the Client, as well as confirmation of authenticity and correctness of the operations, drawing up of the electronic document in accordance with the requirements of the safety procedure by verification of compliance of the authenticator with the authenticator, provided by the Client;

4) **RPM (refined precious metals)** – precious metals (gold) that have been processed and cleaned from impurities and related components, brought to a quality that meets international quality standards, adopted by the London bullion market association or the London Platinum and Palladium Market and/or quality standards and requirements, established in the member states of the Customs Union and/or quality standards and technical conditions of the country of origin, as well as coins made of precious metals having a mass fraction of precious metal of at least 99.99 percent for gold;

6) **ATM** means automatic teller machine that allows the Client to receive cash and use other services of the Bank using the Payment Card;

7) **Biometry** means people identification system on the ground of one or more physical or behavior parameters;

8) **Biometric authentication** means an authentication procedure within which the client's biometrical data is used as an authenticator;

9) **Biometric data** means personal data that characterize physiological and biological parameters of the person of personal data, on the ground of which it is possible to identify the person's identity;

10) **Blocking of the payment card** – full or partial prohibition for performance of the payments and(or) money transfers using the Payment card, including cash withdrawal in cash points/ATMs;

11) **Bonuses** mean a standard unit, credited by the Bank owing to the Bank's expenses to the specific Bonus account for making cashless payments using a payment card. The bonus price is set by the Bank in tenge equivalent;

12) **Web-banking** means software that provides access to electronic bank services through the internet;

13) **The Bank's internal documents** mean documents approved by the authorized bodies/persons of the Bank,

establishing, changing or terminating the norms (rules) of conduct, designed for repeated application and mandatory for compliance/application by the participants of internal banking relations in the performance of their functions/duties;

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

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

16) **Statement** means a document containing information about payments and (or) money transfers and other operations, including those carried out with the use of the Payment card in accordance with this Agreement;

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

18) **Business relations** means relations with the Client, occurring in the process of carrying out of the banking activities by the Bank;

19) **Additional card** means the Payment card issued to the Client or on the ground of the Application form of the Client to the third party as a means of access to the Account in addition to the Main card;

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

21) **Available funds** mean the amount of unused Credit limit and the Client's own funds on the Account;

22) **Available funds on multicurrency card** means the amount of balances on Multicurrency Card Accounts, which are calculated at the time of authorization at the Tariffs of non-cash purchase/sale of currency, established by the Bank at the time of request/processing of the payment document;

23) **Single bonus account (SBA)** – an account that is not a bank account opened by the Bank for the Client at the moment of issue of the payment card and on wherein the Bank records operations for the Bonuses and / or promotional bonuses: crediting, debiting, recovery, withdrawal and active balance;

24) **E-PIN** means a technology for the installation of PIN, which consists in the self-installation of PIN through remote service channels (ATM, mobile application, web-banking);

25) **Payroll project** means a service of the Bank to open current Accounts, issue Payment cards and transfer the amounts of wages and other payments equated to them in favor of employees of organizations that have signed an Agreement with the Bank on the transfer of wages;

27) **Request** means a document on accession to the Complex Agreement of bank servicing of the individual, submitted by the Client in accordance with the requirements of the Bank according to Annex No.1, 1-1 κ to the Complex Agreement, formed on a paper carrier and (or) in electronic type on the ground of which the Client is provided with banking services under the Agreement;

28) **Identificator** means unique sign of the Client that allow to differ the Client form other Clients, i.e. to identify;

29) **Identification** means comparison of the provided identificator of the Client with the list of registered identifiers;

30) **Withdrawal of a payment card** means recognition by the Bank of the Payment card as invalid, its withdrawal from circulation and destruction;

31) **Internet resource** – the Bank's internet resource (a web site) at address www.jusan.kz or other address, a link to which as an official internet resource of the Bank is contained at www.jusan.kz;

32) **Communication channel** means one of the means of information transfer between the Client and the Bank: e-mail, postal service, mobile application, Internet banking, mobile banking, telebanking, telephone, ATM, POS-terminal, the Bank's branch, User Account, Internet-branch and other Internet-resources with identification on the ground of information about the Client;

33) **Card operation** means the implementation by the Client of the Payment card or its details of operations related to making payments, money transfer, receiving cash, currency exchange and (or) other operations, under conditions determined by the Bank;

35) **Client** means an individual who joined this Agreement;

36) **Confirmation code (code)** means a one-time digital code for the Client to confirm the type and parameters of the service/operation performed by the Client. The confirmation code is sent by the Bank by SMS to the phone number indicated by the Client in the Request or other document, concluded by the Client with the Bank that contained the terms on accession to the Agreement or PUSH-notifications;

37) **Code word** means a numeric, alphabetic or alphanumeric combination selected by the Client and submitted to the Bank, used by the Parties to identify the Client, when it is accessed, by telephone and other communication channels;

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

39) **Confidentiality of personal data** means obligatory for compliance by the Bank the requirement to avoid its disclosure without a consent of a subject of the personal data or availability of legal ground;

40) **Confidential information** means information about the persons, things, facts, events, actions and processes, regardless of a form of their representation with a special protection mode;

41) **DISC** means a one-time dynamic identification system code of the Bank, representing the unique sequences of electronic digital symbols, created by Software and Hardware tools, on the ground of the request of the Client when using the services;

42) **Mobile application** means a software installed and running on a mobile device (smartphone, tablet, etc.) that provides access to Electronic banking services to the Client;

43) **IPS (international payment system)** means a set of software and hardware, documentation and organizational and technical measures to ensure the implementation of payments and (or) money transfers using Payment cards.

44) **A multi-currency card** means a Payment card that provides access to money placed on Accounts opened in different currencies;

45) **Unallocated metal account** – metal account opened by the Bank for accounting of refined precious metals without specifying their individual characteristics (name, fineness, manufacturer, serial number and other characteristics available on the bars), as well as implementation of the operations for acceptance, placement and purchase and sale of refined precious metals in impersonal (non-physical) form and does not provide for the actual movement of precious metals.

46) **Unauthorized operation** means an operation (payment, transfer and other), carried out, including the use of the Payment card, by a person who did not have the authority to perform this operation, and contrary to the legislation of the Republic of Kazakhstan. An unauthorized transaction is also a transaction carried out using the payment document and a forged payment instrument;

47) **Payment card number** means 16-digit number specified on the front side of the Payment card, which is one of the details of the Payment card;

48) **Processing of the personal data** means any action (operations) or total actions (operations), made using the automation means or without it with the personal data, including collection, record, systematization, accumulation, storage, change, adding, usage, disclosure, clarification (updating, change), extraction, usage of updating, blocking and destruction of the personal data.

49) **Overdraft (technical overdraft)** means the amount of money spent in excess of the balance of the Client's own money in the Account, as well as in excess of the amount of the Credit limit. Overdraft can be formed at the exchange rate difference in the operations with conversion, the difference between the amount of authorization and the amount of financial confirmation of the Card operation, operations without prior online authorization in the card system of the Bank, operations submitted by the acquirers late in terms of submission, established by the rules of IPS, erroneous/double write-off amounts from the Account, etc;

50) **Operational day** means the period of time, according to the Schedule of operational service of Clients of Bank during which the Bank accepts instructions on transfer of money and orders on suspension or the response of such instructions from Clients and transfer of the messages connected with implementation of transfers of money in their favor or in favor of the third parties. The duration of the operational day is determined by the Bank independently. The Bank has the right to change the duration of the operational day. Information on the relevant changes shall be communicated to the Client no later than 3 (three) working days prior to the introduction of such changes by posting information on the Bank's Internet resource at the address: www.jusanbank.kz, as well as by placing information in the operating rooms of the Bank's branches and their additional premises in an accessible place for review;

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

52) **Partner** means person with whom the Bank has reached an agreement on partnership (joint) activity;

53) **Personal data** means any information, referred directly or indirectly to certain individual (subject of personal data);

54) **Personal identification number (PIN)** means a secret digital code assigned to the Payment card and intended for Client identification (except for the Payment cards, issued in electronic type);

55) **Partner's Supplier** means the organization that directly provides transportation and hotel services, agents of these organizations, as well as organizations that provide the possibility of booking and paying for these services through the interface of the partner's web system;

56) **POS (Point of dispensing cash)** means a specially equipped cash register to perform transactions for receiving and/or withdrawing cash using the Payment card;

57) **Payment card** - means of electronic payment, which contains information that allows the Client to make payments and (or) money transfers through electronic terminals or other communication channels, to make payments and (or) transfers or receive cash, or exchange currencies and other operations determined by the Issuer of the Payment card and on its terms. Payment card may be debit or credit, main or additional, issued in electronic form or token version of a card, saved in the mobile application and that allows to conduct operations of contactless payment using NFC (Near Field Communication – a technology of wireless data transfer with a short range);

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

59) **Payment terminal** means an electronic and mechanical device that ensures acceptance of the payments and transfers, carrying out of other banking operations, including loan operations for the individuals in mode of self-servicing, as well as generation of the evidencing documents;

60) **Fake payment card** means payment card, made by illegal means, forged in the implementation of unauthorized card transactions;

61) **Suspicious transaction with money and (or) other property (suspicious transaction)** means a transaction of the Client (including an attempt to make such transaction, the transaction being in the process of carrying out or the transaction that has already been carried out), to relation of which a suspicion is occurred that money and (or) other property, that used to carry it, are income of criminal activities the transaction is aimed at legalization (laundering) of income, received criminally, or funding of the terrorism or other criminal activities;

62) **User** means the Bank's Client, accessed to the Complex Agreement, using the Mobile application, web banking;

63) **Loyalty Program** – a complex of marketing events, developed with aim to stimulate the Clients to use the Bank's services and products;

64) **POS-terminal** means an electronic and mechanical device by means of which payment card and connection with the Bank's information system are used to pay for goods or services in PTS, as well as to issue cash in CASH POINT;

65) **Conditions of use of the Payment card** means the rules of using the card established by the Bank for cardholders and provided to the cardholder upon conclusion of the Agreement. The rules of use of the Payment card are available for review at the Bank's branches and on the Bank's Internet resource;

66) **EGPG (Electronic Government Payment Gateway)** - an information system that automates the processes of transferring information about making payments as part of the provision of paid services rendered in electronic form. Second-tier banks, participating in the processes of accepting and executing payments as part of the provision of services, ensure the integration of their own information systems involved in these processes with the electronic government payment gateway directly or through the information system of the operator of the interbank money transfer system.

67) **TSE (trade and service enterprise)** means an individual entrepreneur or a legal entity that accepts Payment cards for non-cash payment for goods and/or services supplied to them. TSE may impose restrictions on the types of Payment cards accepted for payment, the amounts of transactions and the order of Client identification. The Bank shall not be liable and shall not accept any claims of the Client in connection with such restrictions or the Client identification procedure imposed by the TSE;

68) **Registration** means actions of the Client aimed at obtaining access to the Remote service channel by means of introduction of identification tools and/or confirmation Code;

69) **Registration Certificate** means a document on a paper or electronic document, provided by the Certification Center to confirm a relevance of an electronic digital signature with the requirements, set by the Law of the Republic of Kazakhstan "On electronic document and electronic digital signature";

70) **Payment card details** means information contained on the Payment card and/or stored in the information system of the Bank, including the number, expiration date, name of the payment card system, which allows to establish the ownership of the Payment card to its holder and/or Issuer and the payment card system;

71) **Bank system** means an automated banking system, which keeps records of Bank operations on the Account and/or Payment card;

72) **Special bank Account** means the current Account for crediting the allowances and social payments, paid from the State Budget and (or) State Social Insurance Fund, and for crediting the child-support payments for support of underage and children of majority age who are incapable to work;

73) **Mean of identification** means digital signature, dynamic identification, means of biometric identification and a unique identifier of a user and password (DISC, QR-code, PIN, USSD/SMS-messages, password, verification Code, a Code word) and/or other evidence of will expression of the Client in a manner, prescribed by the Bank's internal documents, intended for the Client's identification in the process of receipt of an access and use by the Client of the Remote service channels and used by the Client for making the operations. Use of the identification method of the Client certifies the fact of preparation and/or acknowledgment, and/or signing by the Client of e-message, e-document, including the Contract in electronic form, concluded through Remote service channels; Use of the identification method when making the transaction is recognized by the Parties as the transaction, made in a written form, that prescribes the Parties and a content of their will expression;

74) **Stop-list** means a list of payment card numbers prohibited for use and subject to withdrawal upon presentation for service. The stop list is formed by the IPS on the ground of online (electronic) or written requests of issuers.

75) **Account** means a current Account, including with the use of a Payment card, as well as an Account opened by the Bank to the Client on the ground of this Agreement.

76) **FPS** - fast payment service of the Bank of Russia payment system, that allows to make transfers between the Clients of the FPS Participants, using the phone number of the recipient of the money and the name of the bank of the Russian Federation as an identifier;

77) **Instant payment system (IPS)** - a subsystem of SMEP, in which electronic payments are made in an

instant mode using simplified or full identifiers of Clients of IPS participants;

78) **System of mass electronic payments (SMEP)** - a payment system of the Republic of Kazakhstan designed to carry out guaranteed urgent payments from the Client's bank account;

79) **Tariffs** mean tariffs and fees for services provided by the Bank in force on the date of their Commission, posted on the Internet resource;

80) **Tokenization** means a method of protection of data of cards, when the card number is changed to a special digital code ("token"), created randomly;

81) **Remote service channel** means a channel of remote access to banking services, which provides Client service (telephone, Internet, ATM, electronic terminal, Mobile application, Web banking, SMS-notification);

82) **Certification Center** means company, authorized in accordance with the legislation of the RK, that certifies compliance of opened key of electronic digital signature with closed key of electronic digital signature, as well as certifies a reliability of the registration certificate that gives an opportunity to the Client to sign the e-documents using the EDS.

83) **Conditions of the payment system** means the conditions of the IPS, which are valid for the Bank-party payments and regulate the terms and procedure of interaction between the Bank and the IPS. The conditions of the IPS are confidential and cannot be published.

84) **UBP Member** - a credit institution of the Russian Federation that is both a direct participant in the Bank of Russia payment system and a participant in the "World" payment system";

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

86) **Electronic banking services** means services related to the Client's access to the Bank Account, borrowed and post lending operations through remote access systems for receiving payment services and information banking services;

87) **Acquirer** means a Bank or organization engaged in certain types of banking operations, which, according to the terms of the agreement with the TES and/or the terms of the Payment document drawn up in the TES in the implementation of the Card transaction, must accept the money received in favor of the TES and/or perform other actions under the agreement with the TES. An acquirer is also a Bank that issues cash and/or provides payment cardholders who are not Clients of the Bank with other services for making payments and money transfers using a Payment card;

88) **Electronic digital signature (EDS)** means a set of electronic digital symbols created by means of electronic digital signature and confirming the authenticity of the electronic document, its ownership and the immutability of the content, issued by the Bank;

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

90) **Issuer** means a Bank issuing payment cards;

91) **LoungeKey** means a program of access to the business-halls/lounge halls of the airports around the world, provided to the cardholders of the Bank depending on the conditions of issue and servicing of the cards as per the Tariffs. The service cost for every visit of the cardholder of the business rooms/lounges is deducted from the Account of the Payment card of the Client as per the Tariffs of the LoungeKey program. Information about the name of the business rooms/lounges, included in the LoungeKey program, as well as about the Tariffs is posted on <http://www.loungekey.com/jusanbank>;

92) **QR-code** means a technology of provision with an access to the Bank's services, carrying out the operations, electronic information and transaction banking services, that allows to identify the Client, data about the goods (work, service), details of the Payment card, as well as to ensure the provision with an instruction for making the operations, carried out with the use of visual machine-readable bar codes, applied by the Bank.

SECTION III. GUARANTEE OF OBLIGATIONS TO RETURN MONEY BALANCES ON BANK CURRENT AND SAVING ACCOUNTS

5. The Bank is a member of the mandatory deposit insurance system, which is confirmed by Certificate No. 16 dated April 02, 2021. Money, placed on the Account are the entity of mandatory insurance only in cases, stipulated for the legislation of the Republic of Kazakhstan.

6. The obligations of the Bank to return the balance of money in the account, in the event of the forced liquidation of the Bank, are subject to mandatory guarantee of deposits in accordance with the legislation of the Republic of Kazakhstan (hereinafter – the RK).

7. B Reimbursement of obligations on the current and/or savings account, guaranteed by "Kazakhstan Deposit Insurance Fund" JSC. Payment of guaranteed reimbursement is made by the company that performs mandatory guarantee of the deposits (hereinafter – the KDIF), though the agent bank selected from a preliminary list of the agent banks for making payments on reimbursement. Payment is made to the sum of the balances on savings deposits (deposits) in national currency for other deposit types in national currency and for the deposits in foreign currency of the balance on the bank account to the amount and in a manner, established by the legislation of the RK.

In case of revoke of the participant bank of the mandatory deposit guarantee system (hereinafter – the participant bank) of a license to conduct all types of the bank operations, the bank will start payment of the guaranteed reimbursement on the deposit of the Client during 30 (thirty) working days from the date of revoke for the participant bank of the license for conducting all bank operations. Such payment will be made within max. sum of guarantee reimbursement, established by the law of the Republic of Kazakhstan “On mandatory deposit guarantee, placed in the second-tier banks of the Republic of Kazakhstan”. Reimbursement sums unclaimed by the client are sent by the KDIF to an individual pension account for recordkeeping of voluntary pensions contributions, opened by the Client in a manner, stipulated for the legislation of the Republic of Kazakhstan on pension.

In case, if the participant bank that has a revoked license to conduct all types of bank operations, was for the Client as a creditor, a size of the guarantee reimbursement as of the date of revoke of the license to conduct all types of bank operations on the ground of the sum of difference, occurred as a result of settlement of the sum of guarantee deposit and sums of the counter claims of the indicated participant bank.

The KDIF’s notification on a start and a manner of payment of the guarantee deposit, as well as on agent banks making payment of the guarantee reimbursement, period and places of payment are subject to publication of mass media, as well as placed on the KDIF’s internet-resource.

8. In the event of a change in the guarantee conditions due to a change in the legislation of the Republic of Kazakhstan and changes made by the KDIF, the Bank is entitled to apply the accepted guarantee conditions to the Agreement.

SECTION IV. ISSUE AND SERVICE OF CURRENT OPERATIONS USING PAYMENT CARD

Bank servicing of the Client as to issue and service of the payment card

9. On the ground of the Agreement and the Request, received from the Client the Bank renders to the Client the following services (hereinafter, in Section IV of the Agreement – the “Services”):

- 1) opens an Account for the Client on the conditions and in the manner provided for in this Agreement;
- 2) issues a Payment card, provides its service, as well as services the Account on conditions provided for in this Agreement, and the Client uses the Payment card in accordance with this Agreement, Payment Card Use Rules card and Bank’s internal documents, timely repays the debt on the Account, as well as pays for the services of the Bank in accordance with the Tariffs.

10. The Client is familiar with the terms and conditions of this Agreement, restrictions/limits for consummation of the transactions, the Bank’s details, placed on the Internet resource.

2. Opening an Account and Issuing a payment card

11. Issue and use of the Client’s Payment card are made in accordance with the legislation of the RK, the Payment Card Use Rules, posted on the Internet resource and this Agreement.

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

13. The payment card is the property of the Bank and, in accordance with the terms of this Agreement, is transferred to the Client for temporary use and possession. The payment card shall be subject to mandatory return by the Client to the Bank within the period and in the manner provided for in this Agreement.

14. On a back side of the Payment card (except for the card issued in electronic form) has a magnetic tape with the information coded on it. It is prohibited to impact of adverse factors: electromagnetic fields (presence with displays, magnetized or contain the magnets subjects, for example, keys, magnet locks on bags), mechanical damages (scratches, pollutions, overheating, for example, sun lights) and etc. that may cause damage a record on a magnetic tape and result to an opportunity of conducting the card operations in an authorization mode.

15. On a right side of the Payment card (except for the card, issued in electronic form) there is a microchip with information coded on it. A microchip cannot be influenced by electromagnetic fields and atmosphere impact.

16. Payment card issued in electronic form is different from other card by the reason that it is issued in plastic and in this connection, it has no IPS program as well as a panel for the Client’s signature, magnetic tape and microchip.

17. The Payment card’s details are indicated in the appropriate Request and/or other documents signed by the Client and the Bank or may be reflected in the mobile application, web banking taking note of the Bank’s technical opportunities.

18. On the ground of the Client’s will, the Bank may issue an Additional card(s). All Card transactions made with the use of an Additional card are considered to be made by the Client. The holder of the Additional card shall be jointly and severally liable to the Bank for compliance with the requirements for the Payment card stipulated in this Agreement.

19. The Account can be maintained in KZT, Euro, USD and/or other currency, prescribed by the Parties in the Request by the will of the Client.

20. A special feature of a multi-Currency card is the access of the Payment Card to several Accounts in different currencies. Currencies opened in in multi-Currency card are indicated in the Request. Besides, at the request of the Client, through the Mobile application, the additional Account(s) can be opened in currency subject to presence of the Bank of the technical opportunities to conduct the operations with a relevant currency transaction (Pound

Sterling, Chinese Yuan, Turkish Lira, Arab Emirate Dirham, Canadian Dollar, Czech Koruna, Kyrgyzstani Som, Australian Dollar, Swiss Franc, Hong Kong Dollar, Japanese Yen, and Singapore Dollar and other currencies). Cash operations for indicated additional Accounts (Pound Sterling, Chinese Yuan, Turkish Lira, Arab Emirate Dirham, Canadian Dollar, Czech Koruna, Kyrgyzstani Som, Australian Dollar, Swiss Franc, Hong Kong Dollar, Japanese Yen, and Singapore Dollar and other currencies) are not conducted. In this case, the main Account is maintained in tenge. An additional card is opened to the Account, the currency of which is KZT.

21. When issuing a Payment card with E-PIN technology, the PIN shall be established by the Client independently in accordance with the instruction posted on the Bank's Internet resource.

22. The Client has the right, subject to the terms of this Agreement, to refuse to use the Payment card (including before the expiration of the Payment card). In this case, the Bank Commission paid by the Client for the service of the Payment card is not refundable.

23. If the Client does not provide to the Bank the Request on non-acceptance of the changes and/or amendments in the Payment Card Use Rules during 5 (five) business days from the moment of provision of the information to the Client on making changes and/or amendments in the Payment Card Use Rules it means a consent of the Client with the changes and/or amendments in the Payment Card Use Rules that become effective from the expiry date of provision of the information to the Client on making relevant changes and/or amendments in the Payment Card Use Rules.

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

3. Use of the Payment cards and Account operations procedure

25. The use of the Payment card by a person other than its holder is unlawful.

26. The Payment card shall indicate the month and year of its expiry. The payment card is valid until the end of the last day of the year indicated on it.

27. The Payment Card is reissued if the Payment Card expires / lost / stolen / damaged, the Client's name and/or the Client's name changes (if indicated on the Payment Card), if the Payment Card is used in countries with a high risk of card fraud, upon receipt the Bank notifies the IPS on the compromised data of Payment Cards and in other cases, on the initiative of the Bank or the Client, by contacting the Bank. The list of countries with high risk of card fraud is available on the Bank's website.

The Client agrees that during the lending period the Bank is entitled to re-issue the payment card without additional consent of the Client including in electronic form in case if the Payment card is used to receive and service the bank loans provided by the Bank. At that, at the Bank's option, re-issue of the Payment card may be made at any period before or after expiry period of the Payment card.

28. Within 3 (three) working days from the date of return to the Republic of Kazakhstan when using a Payment Card in a country with high risk of card fraud, contact the Bank to block the Payment Card and its further reissue to a new Payment Card with a new number and new PIN. The list of such countries is available on the official Internet resource of the Bank without notice to the Client. In case of non-compliance with this requirement and in the event of unauthorized use of the Payment card in this regard, all expenses of the Bank arising from non-compliance with this requirement shall be reimbursed by the Client. In this case, the damage caused to the Client due to non-compliance with this requirement shall not be reimbursed by the Bank.

29. In case of refusal to use the Payment card, the Client shall return the Payment card to the Bank.

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

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

32. When making transactions using the multi-currency card the blocking of money at the moment of the Authorization for the expenditure operation is made for all amount of the operation according to the following procedure:

1) for all amount of the operation on the Account in currency, corresponding to currency of the card operation, apart from sufficiency of money on this Account. In case of insufficiency of money on the Account, in currency of the operation the money withdrawal (write-off) from other Accounts of the multi-currency card shall be made by direct debiting at the moment of processing the financial document for withdrawal, at that, the procedure of withdrawal (write-off) shall be made in accordance with the prescribed priorities as per clause 43 of the Agreement;

2) in case of absence of the Account in currency of the operation, blocking for all amount of the operation and further money withdrawal from the Account, currency of which is the same as the currency of the Accounts with the

IPS in accordance with the prescribed priorities as per clause 43 of the Agreement;

3) in case of absence of the Account in currency of the operation and in currency of the settlements with the IPS the blocking for all amount of the operation and further money withdrawal from the Account shall be made in the main currency (tenge) and further in accordance with the prescribed priorities as per clause 43 of the Agreement.

33. When making transactions using a Payment card at the end of the reporting period, the Bank generates an Extract, which can be sent to the Client by one of the methods provided for in the Agreement.

34. The Client has the right to use the services provided by the global Client support service of IPS, payment of which is carried out according to the tariffs of IPS.

35. The Client has the right to make payments and transfers of money within the Account balance, including at the expense of the Credit limit, provided on the ground of the Credit Agreement, concluded with the Bank to other Bank Accounts (opened in the Bank or any other Bank) through the service used by the Bank to perform such operations, and in accordance with the Tariffs. If the Client has not paid the Bank's Commission in accordance with the terms of this Agreement, and there is not enough money in the Account for the payment and/or transfer of money, taking into Account the amount of the Bank's Commission payable in connection with the payment and/or transfer, the Bank may refuse to execute the Payment document to the Client. The Bank does not perform partial execution of Payment documents submitted/sent by the Client to the Bank.

36. Replenishment of the Account can be made by cash or non-cash methods in accordance with the legislation of the Republic of Kazakhstan. The Bank shall transfer money to the Account only if the Client is fully identified by the Bank as the recipient of the payment in accordance with the legislation of the Republic of Kazakhstan.

37. When replenishing the Account in a currency other than the currency of the Account, the Conversion is made at the rate of sale of the currency set by the Bank on the day of Conversion.

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

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

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

41. The currency of the Bank's settlements with IPS is KZT (in transactions on the territory of the Republic of Kazakhstan), US dollars (in transactions in foreign currency other than KZT and Euro), Euro (in transactions in Euro, if provided for by the relationship of IPS and the Bank). The amount of the Card Transaction made through the IPS in a foreign currency other than US dollars and euros is converted into US dollars at the rate set by the IPS on the day of processing the IPS Card operation for subsequent settlements with the Bank on this Card operation.

42. If the currency of the Account does not correspond to the currency of the Card transaction, the Bank shall convert at the rate of sale/purchase of currency set by the Bank on the date and time of receipt by the Bank of the Payment document drawn up during the payment using the Payment card.

43. When performing a Card transaction on a Multi-Currency card, the transaction amount is debited from the Accounts in the following order:

1) if currency of the Card transaction coincides with currency of one of the Account of the Multi-currency card, so debiting is made from the Account in currency that coincides with currency of the transaction. In case of insufficiency of money on the Account in currency of the transaction, withdrawal (write-off) of insufficient amount from other Accounts of Multi-currency card shall be made by direct debiting. At that, withdrawal (write-off) shall be made, first of all, from the Account, opened in tenge, in case of insufficiency of amount on it, residual amount – from the Account in US dollars, then from the Accounts in Euro, then in order from the Accounts (if any);

2) in case of absence of the Account of Multi-currency card in currency of the transaction, withdrawal shall be made from the Account, currency of which coincides with currency of settlements with the IPS. In case of insufficiency of money on the Account in currency of settlements with the IPS, the deficient amount shall be withdrawn (write-off), first of all, from the Account, opened in tenge, in case of insufficiency of amount on it, the residual amount – from the Account in US dollars, then from Account in Euro, then in order from other Accounts (if any);

3) in case of absence of the Account on the Multi-currency card in currency of the transaction and the Account in currency of settlements in the IPS, the withdrawal shall be made from the Account in main currency (tenge). In case of insufficiency of funds on the Account in tenge, the withdrawal (write-off) of the deficient amount shall be made from other Accounts of the Multi-currency card by direct debiting. At that, the withdrawal (write-off) shall be made, first of all, from the Account in US dollars, then from the Account in Euros, then in order from other Accounts (if any).

If the amount of money in the Multi-Currency Card Accounts is insufficient, the card transaction is rejected. When conducting the transfers between the Accounts of one Multi-currency card, the Bank shall make a conversion at the rate of purchase/sale of currency, determined by the Bank at the moment of Authorization.

44. When carrying out currency operations of the Client, the Bank acts in accordance with the requirements of the currency legislation of the Republic of Kazakhstan. The Client is obliged to submit to the Bank the documents required for submission in accordance with the currency legislation of the Republic of Kazakhstan concerning the Client's currency transactions conducted through the Bank, including the documents required for identification of the currency transaction.

45. Payment and/or transfer shall not be made if there is insufficient money in the Account to make such payment and/or transfer.

46. The Bank, without the Client's additional consent, writes off or transfers the money in the Account in the cases provided for by the legislation of the Republic of Kazakhstan, the Agreement, or applications for automatic transfer of money, including the transfer of money from the Account to any Bank Account of the Client/third party on the basis of an application for connection to the "Long-term order" service submitted by the Client to the Bank, as well as for the services of visiting the business rooms/lounges on the ground of the LoungeKey Program, as well as for other IPS services, rendered to the Client on a payment base.

47. In case of Overdraft occurrence, the overdraft amount shall be repaid by the Client within 3 (three) working days from the date of its occurrence. The Bank shall notify the Client on the occurrence of an Overdraft by one of the methods provided for under this Agreement.

48. The Bank has the right to provide the Client with Bonus/Promotion bonus, unless otherwise provided by the legislation of the Republic of Kazakhstan. The conditions of crediting, use, payment of Bonus/Promotion bonus depending on issued Payment card are prescribed by the Bank. The Bank reserves the right to cancel a Bonus/Promotion bonus without notice to the Client, as well as to change the amount and procedure of payments and disbursements, including to determine and set any restrictions:

- 1) for methods of use and withdrawal of Bonus/Promotion bonus from the Single Bonus Account;
- 2) for the crediting period, accumulation and validation of Bonus/Promotion bonus;
- 3) for the list of trading and servicing companies;
- 4) for types of conducted operations using the Payment card;
- 5) Information on terms of provision and usage of the Bonus/Promotion bonus is posted on the Bank's

Internet-resource.

49. If the Client refuses of the cashless debit operation, the Bank is entitled to withdraw the sum of credited Bonus/Promotion bonus from the SBA. At cancel/return by the Client of the purchase, made using the Bonus/Promotion bonus to return (recover) sum of used Bonus/Promotion bonus on the SBA to the sum of cancel/return. In case of cancel/return by the Client of the purchase, made partially using Bonus/Promotion bonus and money withdrawal from the Account, return (recover) first of all the sum of used Bonus/Promotion bonus on SBA in a priority order and fully, remained balance – on Account.

Bonus crediting on the SBA is made on date and time of receipt by the Bank of the payment document, prepared at making payment using the Payment card.

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

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

52. The Parties acknowledge that the Statement is sufficient evidence of card transactions.

53. If, according to the results of the investigation, the Client's claim is found to be justified, the Bank shall cancel the relevant card transaction and refund the amount of the card transaction, if such cancellation/refund is possible, and the money shall be restored to the Client's Account at the end of the full settlement of the disputed card transaction with other banks and IPS arbitration.

54. If, according to the results of the investigation, the Client's claim is found to be unfounded, the cost of challenging the disputed transaction through the IPS in the IPS Arbitration, as well as the cost of the provided copies of supporting documents will be withdrawn (written off) from the Client's Account in accordance with the IPS tariffs.

55. The term of consideration of the Client's application, including in occurrence the event of disputes and unauthorized payments related to the use of the Payment card, shall not exceed 30 (thirty) calendar days from the date of application to the Bank, as well as no more than 45 (forty-five) calendar days from the date of receipt of such application in the case of use of the Payment card outside the Republic of Kazakhstan. The term of consideration and preparation of the response to the Client's request is made within the terms established by the legislation of the Republic of Kazakhstan and the rules of the IPS.

56. The procedure of operations on the Account/Payment card may be changed when changes are made to the legislation of the Republic of Kazakhstan, the rules of the IPS and/or the Bank's Internal documents.

57. The Client can implement in a Mobile application the transfer of money on Payment card of another recipient, issued by the Bank (1) by entering the mobile phone number of the recipient or (2) by selecting the mobile number of the recipient from the contacts list phone book of the mobile phone.

In this case, the conclusion of the present Agreement, the Client agrees to grant the Bank an access to the Mobile application to the contact list of the phone book of the mobile phone.

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

58. For the services provided by the Bank under this Agreement, the Client undertakes to pay the Bank a Commission fee (Commission) in accordance with the tariffs in force at the date of the transaction.

59. Tariffs are posted by the Bank on the Internet resource.

60. The Client agrees that the Tariffs for the Bank's payment services, except for the commissions, charged for making international payments and (or) money transfers, may be changed including in an increase by the following way at the Bank's option:

1) only within max. amounts of the Tariffs that are stipulated for the Rules on total terms of conducting the operations by the Bank (the Rules on general terms of conducting the operation of the Bank are posted on the Internet-resources); and/or

2) by sending a notification to the Client or any methods, stipulated for the Agreement (including posting of the information at the Internet-resource), on the Bank's will to change the Tariffs. In case if during the period, indicated in the Bank's notification the Client failed to contact the Bank with a written application about refusal for acceptance of the changes of the Tariffs, the Tariffs are considered as accepted by the Client.

At that, the Client agrees that the Bank is entitled unilaterally to make changes and amendments in the Tariffs for the Bank's services that: (i) are not payment services; (ii) are charged at making international payments and (or) money transfers. On making changes in such Tariffs the Bank informs the Client by posting information on the Internet-resource, as well as for all branches of the Bank and their structural subdivisions.

In addition, the Client agrees that the Bank is entitled to change the Tariffs unilaterally by enter new Tariffs for new products/services of the Bank. The Bank informs the Client about such changes by posting information at the internet-resource, as well as for all branches of the Bank and their structural subdivisions.

61. The Bank's tariffs for operations within the payroll project are applied to the Payment Cards until the Bank receives from the Client and/or the employer of the Client a notice of termination of the employment relationship between the Client and his employer. If the Bank receives a notice of termination of employment relationship from the Client and/or his employer, the Payment card issued by the Bank shall be excluded from the payroll project and transferred to the service in accordance with the basic Tariffs, except for the cases of transfer of the Payment card issued by the Bank to another payroll project on the basis of the notification of the Client provided to the Bank or the notification of the new employer of the Client provided to the Bank in accordance with the contractual relations between the Bank and the employer of the Client.

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

63. The Client undertakes to return the money erroneously credited to the Account or erroneously received using the ATM in excess of the amounts requested by the Client and specified in the ATM control check, including in another currency (regardless of the reason for such erroneous crediting/receipt), within the terms established by the Bank, if the money erroneously credited to the Account/received by the Client cannot be debited by the Bank from the Account (lack of money in the Account, etc).

5. Loss/theft of Payment card. Misuse of Payment card

64. The Client is obliged to exclude the possibility of loss/theft of the Payment card, to prevent disclosure/declassification of PIN and other confidential details of the Payment card, as well as not to transfer the Payment card to third parties.

65. If the Client discovers loss, theft, and/or becomes aware of the improper use of the Payment card, he/she shall block the Payment card by contacting the Bank. The Client's request to block the Payment card by contacting the Bank or through the mobile application/web-banking. The Client's request to block the Payment card received orally shall be deemed equivalent to the Client's written request received on paper, certified by the Client's signature. In addition, the Client may be asked to enter a Payment card in the Stop list. At the same time, the Client shall reimburse the Bank's expenses for entering the Payment card into the Stop list in accordance with the IPS tariffs. If the Client refuses to enter the payment card into the Stop list, as well as after the expiration of the term of the Payment card in the Stop list, the Client is responsible for the operations performed with the use of the Payment card (its details). In this case, the requirement to block the Payment card shall enter into force after 2 (two) hours from the date of receipt of the Client's request to block the Payment card by the Bank, the requirement to enter the payment card number into the Stop list shall enter into force in accordance with the time frame established by the IPS.

66. Upon detection of a Payment card previously declared as lost/stolen or illegally used, the Client shall immediately inform the Bank in any way and return it to the Bank as soon as possible.

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

6. Rights and obligations of the Client

68. Client is entitled to:

- 1) use the Payment card in accordance with the legislation of the Republic of Kazakhstan and the terms of this Agreement;
- 2) receive Account Statements;
- 3) contact the Bank about blocking the Payment card and/or removing/changing/restoring restrictions/ limits on the use of the Payment card;
- 4) 1 (one) calendar month before the expiry of the validity period specified on the Payment card, as well as immediately in case of loss/theft/misuse of the Payment card, contact the Bank for reissuance of the Payment card;
- 5) opened for servicing the Payment card to any Bank Account/Bank Account of a third party on the ground of Application for connection to the "Long-term order" service.
- 6) Apply to the Bank in case of disputes on the services received and get an answer within the terms established by the legislation of the Republic of Kazakhstan.

69. The Client undertakes to:

- 1) Provide the Bank with accurate and reliable information, as well as documents required to open an Account, issue a Payment card, in accordance with the requirements of the legislation of the Republic of Kazakhstan and Internal Documents of the Bank;
- 2) Properly fulfill the obligations under this Agreement and not use the Payment Card to perform transactions contrary to the laws of the Republic of Kazakhstan and the rules of the IPS;
- 3) Pay for the services of the Bank in accordance with the Tariffs in force on the day of the transaction on the Account.
- 4) Ensure the safety of the Payment card, keep secret PIN and other payment card details, do not transfer the Payment card to third parties;
- 5) Immediately notify the Bank upon detection of an erroneous withdrawal or erroneous transfer of money from/to the Account or when performing an Unauthorized operation, as well as in case of withdrawal of the Payment card to the TSE, CASH POINT or ATM;
- 6) Upon termination of the use of the Payment card due to the expiration of its validity and/or upon termination of this Agreement, notify the Bank and return the Payment card to the Bank;
- 7) Bear the risk of misuse of the Payment card and/or its details by third parties;
- 8) Control the spending of money from the Account, prevent the formation of an Overdraft;
- 9) Notify the Bank in case of loss/theft/misuse of the Payment card in accordance with Article 5 of this Section.
- 10) Upon receipt of the relevant notice from the Bank, stop using the Payment Card and, within 5 (five) working days from the date of receipt of the Bank's notice, repay the debt on the Account, as well as unconditionally reimburse the Bank in full amount of expenses and costs incurred due to the violation by the Client obligations under this Agreement, or related to the Blocking of a payment card, depositing it into the Stop List (if any) and return the Payment Card to the Bank.
- 11) After execution of the Payment Document, determine the correctness of such execution and, in case of its erroneous execution, notify the Bank about the error found within 3 (three) operation days after detecting the execution of an erroneous payment, but no later than 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and/or money transfer. In the message about the erroneous payment by the Client, the details of the Payment Document and the erroneous details revealed by him are indicated;
- 12) Return the money within 24 (twenty-four) hours from the moment of detection of wrongly received in the ATM in excess of the amounts requested by the Client and specified in the control check of the ATM, as well as mistakenly credited to the Account (if found by the Client) in the manner prescribed by the Bank;
- 13) Within 5 (five) working days from the date of changes in information provided to the Bank, including, but not limited to, changes in personal data, permanent registration and actual residence addresses, contact phones, as well as information that may affect the fulfillment of obligations under the Agreement, inform the Bank about these changes by sending a corresponding application to the Bank with the attachment of the necessary documents confirming the fact of changes in the information specified in this clause;
- 14) Ensure the submission of an application to the Bank for receipt of cash in excess of KZT 1,000,000 (one million) from your Bank Account no later than one working day before the planned day of their receipt;
- 15) Be responsible for the consequences that have occurred in connection with the use of a Payment card on which the Bank removed or changed certain restrictions/limits on service on the ground of the Client's application;
- 16) As evidence of the consequences referred to clause 11) of the Agreement, to receive information from the Bank on disputes.

7. Rights and obligations of the Bank

70. The Bank has the right to:

- 1) at its's option to define the method of issue of the Payment cards (in electronic form, on plastic and etc.), to reissue and provide the Client with such specification (including type, functions, characteristics, design and etc.), that at the moment of reissue is applied/used by the Bank for the Payment cards issued by the Bank under the Agreement;
- 2) In the cases provided for in this Agreement, to block (exclude from the amount of Available funds) money on the Account for the amount of Authorization for a period not exceeding 30 (thirty) calendar days from the date of

blocking;

3) When withdrawing money from any Bank Accounts of the Client in the Bank in a currency other than the currency of the Account, as well as from any Bank Accounts of the Client in other banks, convert the amount at the exchange rate set by the Bank on the day of withdrawal;

4) Block the Payment card in the following cases:

- a) receiving a notification from the Client about the loss, theft or unauthorized use of the Payment card;
- b) non-performance/improper performance by the Client of obligations under this Agreement;
- c) receipt of the notification of the IPS in relation to the compromise of Payment card data;
- d) receiving confirmation from the Client about Unauthorized transactions using the Payment card;
- e) detection of suspicious/Unauthorized transactions during the monitoring of Card transactions by the

Bank, until the circumstances are clarified;

f) Non-compliance with the Payment Card's Terms of Use.

5) Withdraw Payment card in the following cases:

- a) non-performance of obligations by the Client under the Agreement;
- b) termination of the Agreement;

6) Suspend and/or refuse to carry out Card transactions made/committed on the Payment card, in cases and in the manner provided by the legislation of the Republic of Kazakhstan in the field of combating legalization (laundering) of proceeds from crime and financing of terrorism;

7) in a manner, established by the legislation of the Republic of Kazakhstan, to request from the Client to provide the documents and data, stipulated for the legislation of the Republic of Kazakhstan with aim to inspect compliance with the legislation of the operations conducted by the Client including the requirements of the legislation of the Republic of Kazakhstan on anti-money laundering and financing terrorism as well as ensuring compliance with current legislation of the Republic of Kazakhstan by the Bank itself. Without receipt of the additional consent of the Client, to provide the correspondent bank and other financial institutions including transborder transfer, information for the territory of the foreign countries, including within conducting the operations at the Client's request;

8) during 5 (five) years from the day of termination of the business relations with the Client to store the documents and data, received upon the results of a proper inspection, including the client's file, data on account, and correspondence with the client, documents and data on operations with money and (or) other property;

9) the client, being a foreign diplomatic and consular official, by accession to this Agreement, agrees and on a voluntary basis undertakes to provide all information and documents for the Client and its operations, requested by the Bank and required for execution by the Bank of the international standards on AML/FT (including but not limited according to the source of origin, intended use of money for the Client's operations). At that, the Client recognizes that provision to the Bank with the information and the documents is voluntary Client's will and is not a breach of the provisions of the Vienna Convention on diplomatic relations dd. April 18, 1961 as well recognizes that the Bank has the right to request such information and the documents of the Client and its operations, required to execute by the Bank of the international standards on AML/FT, as well in case of failure to provide with the documents requested, the Bank has the right to refuse to conduct the operation and/or stop business relations with the Client unilaterally;

10) suspend to conduct the transactions on the basis of the information that the authorized body performing the financial monitoring and taking measures on anti-money laundering illegally received and financing the terrorism, included the Client and/or beneficiary owner in the list of the persons involved in the terroristic activity, in the list of companies and persons related to financing the terrorism and extremism, in the list of the companies and persons related to financing distribution of mass destruction weapon in accordance with the legislation of the Republic of Kazakhstan in the sphere of anti-money laundering illegally received and financing the terrorism;

11) suspend the Client's operations as well as to refuse to conduct the operations if conducting operations is restricted by the restrictions established by the legislation of the Republic of Kazakhstan, legislation of such foreign countries, acts of the international companies (including United Nations), international sanctions, decisions of the courts and other competent bodies of the foreign countries, or if the participant/beneficiary party is the person, included in the list of the persons to whom the international sanctions or sanctions of the foreign countries are applied;

12) terminate business relations with the Client without preliminary notification of the Client and unilaterally in extrajudicial procedure to refuse from execution of the Agreement as to separate or all Annexes to it, close the Account (s), stopping thereby maintenance and service of the Account (s), in case of impossibility to inspect a reliability of provision by the Client of the information or failure to provide by the Client the data or information, required to update data on the Client (its representative), breaches of the Client of the legislation of the Republic of Kazakhstan, failure to full by the Client of the obligations related to presence of the account in the Bank, occurrence of negative balance on the account, criminal prosecution of the Client or its charge to criminal offense, if the Client has any sanctions or restrictions, imposed by the foreign / international / national companies, including but not limited to FATF, OFAC, UN, if the Bank has suspicions (and the Bank is not obliged to justify or prove its suspicions) that the Client participates in terroristic activity and/or activity on legalization of money illegally received and /or performance any other activity that result to or may result to criminal prosecution of the Client and/or occurrence of other conditions at the Bank's opinion have any adverse consequences for the Bank. In case of arising of such circumstances all obligations of the Client to the Bank have to be executed promptly. At that, the Bank will have no liability for the client's losses caused by an overdue or suspension of execution of the Client's instructions. As possible

the Bank is entitled to send the Client the notification on such refusal of the Agreement and closure of the Account (s);

13) Refuse in service of the Client in cases when:

- the data of the Client and/or the beneficiary owner coincides with the data of the persons, indicated in the person list, involved in money laundering and financing of the terrorism, similarly, if they are included in the list of swindlers or false proprietor;
- the residence country of the Client coincides with the country list in relation to which the sanctions or other restrictions are imposed that make inaccessible/unwanted relations with the Bank, or wherein the policy of anti-money laundering and financing of the terrorism cannot be applied;
- the Client on the unfounded reasons failed to provide the information about its identification or operations conducted by the Client, presence of which is obligatory in accordance with the requirements of the legislation of the Republic of Kazakhstan, international requirements, the Bank's internal documents;

14) initiate making changes and/or amendments in the Agreement/Payment Card Use Rules/Tariffs in a manner stipulated for the Agreement;

15) do not return the sum paid by the Client for annual service and/or other fees for service of the Payment card at termination of the Agreement;

16) control over service quality of making record of the telephone conversations with the Client when the Client applies to the Bank and/or Call Center of the Bank, as well to use a record to confirm the fact of such applying, as well to record of the telephone conversation at outgoing call to the Client to confirm the operations using the Payment card and further use of the record of the negotiation as confirmation of such fact;

17) Check the information provided by the Client. Request and receive from the Client the necessary information and documents, including for the Bank to comply with the requirements of the legislation of the Republic of Kazakhstan in the field of combating the legalization of proceeds from crime and financing of terrorism, within the period specified by the Bank, while the Client is responsible for the accuracy of such information and documents.

18) Unilaterally set/change/restore limits and restrictions on card transactions in order to prevent unauthorized operations (both by type of operations and by service area) in accordance with this Agreement and Internal documents of the Bank.

19) Without additional consent of the Client to assign its rights of claim, debt under this Agreement to third parties in connection with non-performance/improper performance by the Client of obligations under this Agreement with the transfer by the Bank of all necessary documents and information confirming the validity of the right of claim, instruct third parties to recover overdraft under this Agreement and provide them with information and documentation necessary for the execution of the Bank's order;

20) Not to carry out operations of crediting/withdrawal of money on the Account/Payment card, if:

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

21) Block the Payment card in case of a dispute before its resolution;

22) Terminate this Agreement, withdraw the Payment card and close the Account in case of expiry of the Payment card, failure to comply with the terms of re-issue of the Payment card, provided that there is no Overdraft and/or other debt of the Client to the Bank, as well as in other cases under the legislation of the Republic of Kazakhstan;

23) Carry out withdrawal from the Account (in case of insufficiency – from any Bank Accounts of the Client):

- a) card transaction amounts;
- b) commissions accrued according to the Tariffs;
- c) money mistakenly credited to the Account/received using the ATM in excess of the amounts requested by the Client and specified in the control check of the ATM (including in another currency);
- d) Account debt;
- e) expenses incurred by the Bank to prevent the illegal use of the Payment card/its details;
- f) the cost of services provided to the Client by the IPS Client support service;
- g) amounts of expenses actually incurred by the Bank in connection with the Client's errors;
- h) other types of the Client's debt to the Bank, including for the services of visiting the business rooms/lounges under the LoungeKey program;

24) For identification purposes, use the Client's photo image, biometric data of the Client, identity document and other identifying documents;

1. 25) Connect the Client to SMS-informing and other means of informing, which the Bank provides, and to send advertising and/or information messages to the Client (including in order to prevent unauthorized Card transactions, improve the quality of Client service) through the communication channels provided by the Bank (including in the form of SMS-messages, Push-notifications). Payment for the provision of such messages from the Client is charged according to the Tariffs.

26) Involve the Client, with his consent, to hold rallies, promotions, advertising and/or informational nature.

In this case, the Client agrees to the Bank to publish information about him with the name, patronymic (if any), size, amount of winnings or prizes in the media, advertising, information materials, as well as to carry out other activities directly or indirectly related to the advertising and information activities of the Bank;

27) Withhold the Bank's remuneration from the money transferred for crediting to the Account (if it is subject to collection according to the Tariffs);

28) In order to prevent fraudulent transactions, to make calls to the Client at any time of the day to the phone numbers specified in the database of the Bank, to which the Client agrees with the conclusion of this Agreement.

71. The Client provides unconditional consent (right) to the Bank without notifying the Client to debit/credit from the Account of the Client without the Client's consent any amounts due and owing to the Bank, the amount of commission fee of the Bank, on the ground of any Contract with the Bank (including the Contract of funding) wherein such right is stipulated for, as well as in the cases when it is necessary for carrying out by the Bank of the correction transactions on the Account (erroneously credited money on the Account and etc.). At that, all amounts, withdrawn by the Bank from the Account as repayment for the debt to the Bank, are aimed at repayment of such debt in order, stipulated for the legislation of the Republic of Kazakhstan or appropriate Contract.

72. The Bank undertakes to:

1) Provide the service of Payment card/Account in accordance with the legislation of the Republic of Kazakhstan on the terms stipulated by the Tariffs, this Agreement and internal documents of the Bank;

2) Follow the Client's instructions on the Account, provided that the transaction complies with the legislation of the Republic of Kazakhstan and the Bank's conditions, including:

a) to credit money to the Account in cash and/or non-cash form;

b) to execute orders of the Client to perform conversion operations;

3) Upon the Client's request, within 10 (ten) working days from the date of receipt of the request, to provide the Client with Additional statements subject to payment of the services in accordance with the Tariffs;

4) Inform the Client about changes in the terms of this Agreement/ Rules of use of the Payment card and/or Tariffs by posting on the Internet resource of the Bank at the address, not later than 5 (five) working days prior to the date of entry into force of such changes and/or additions.

5) Within 5 (five) working days from the date of termination of this Agreement, transfer the Client's money from the Account to another Bank Account of the Client in accordance with the instruction received from the Client.

6) Consider and prepare a response to the Client's appeal within the terms established by the legislation of the Republic of Kazakhstan;

7) Resume operations on the Client's Account after the revocation by the authorized state body or official of the decision and (or) order to suspend expenditure transactions on the Account, act on the temporary restriction of disposal of property, as well as in the manner defined 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". An arrest imposed on the money in the Client's Account is removed on the ground of a corresponding written notice to the person who has the right to impose an arrest on the Client's money on the cancellation of the act of imposing the arrest on the money, or after the Bank's execution of the collection order, arrest for money held in the Account, or in cases provided for by the Law of the Republic of Kazakhstan "On Enforcement Proceedings and the Status of Bailiffs".

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 within the terms established by the legislation of the Republic of Kazakhstan;

9) Provide the Client with information about the operations carried out on the Account by providing an Account Statement at the request of the Client;

10) Refuse execution of the Payment document providing crediting of money to the special Bank Account (intended for transfer of the allowances and social payments paid from the state budget and the State Social Insurance Fund, or intended for the payment of alimony for support of underage children and disabled children of majority age) if the credited amount is not connected with allowances and social payments;

11) Guarantee Bank secrecy on the Client's Account, not to provide information on the presence, owner, number and status of the Account and operations on it, on the balance and movement of money on it without the consent of the Client, except as provided by the legislation of the Republic of Kazakhstan and this Agreement;

12) Inform the Client about the expiration of the Payment card not less than 10 (ten) calendar days prior to the date of its expiration in the manner prescribed by this Agreement.

10. Liability of the Parties, grounds for exemption from liability

73. Each of the Parties is liable to the other Party for the violation of its obligations under this Agreement in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

74. The Bank shall not be liable for the failure to perform and/or improper execution of the Client's orders that occurred not through the Bank's fault, including if such execution is delayed due to the fault of other banks and organizations carrying out certain types of banking operations payment details, as well as in the result of the Client's mistakes, made in the details of payment.

75. The Bank shall not be liable for the execution of the Client's payment document with incorrectly specified details, including the incorrectly executed payment document, if the Client has made an error in such payment document.

76. The Bank shall not be liable for any damage caused to the Client because of non-performance and/or improper performance of the Client's obligations under this Agreement.

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

78. The senders of such orders (collectors) are responsible for the withdrawal of money from the Accounts on the instructions (collection orders, payment claims) of third parties.

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

80. The Bank's liability in case of violation of this Agreement shall be limited to the amount of actual damage (documented) caused to the Client by unlawful actions/omissions of the Bank.

81. The Client assumes the risk and responsibility associated with incorrect indication of details in the Payment documents.

82. The Client assumes the risk and responsibility associated with the provision of orders to the Bank, including the payment of taxes and other mandatory payments to the budget, at the end of the Operational day.

83. The Parties are exempt from liability for non-performance and/or improper performance of this Agreement in the event of circumstances of insuperable force, unlawful actions of third parties and/or in the case of adoption by the authorized state bodies of acts/ measures of a restrictive and prohibitive nature, making it impossible for the Party to perform and/or proper execution/Parties to obligations under this Agreement, software failures, power outages, damage to communication lines and other obligations, independent of the will of the Parties and will directly affect the performance of the Party/Parties of their obligations under this Agreement. The above circumstances of force majeure postpone for the period of their validity the terms of performance of the obligations of the Party/Parties to the Agreement.

84. The Client agrees that the Bank shall not be liable for any other than the above-mentioned cases:

- 1) failure of a third party (country, another Bank, TSE, CASH POINT) in the maintenance of Payment cards;
- 2) quality of goods and services purchased with the Payment card;
- 3) currency restrictions of the Client's country of residence, limits, restrictions and additional fees on the Payment card, established by a third party (not specified in the Tariffs), which may affect the interests of the Client;
- 4) any consequences resulting from the fact that the information about the Payment card (including its details, PIN, code word) became known to third parties through no fault of the Bank;
- 5) lack of communication between the IPS and the point of Card transaction, as a result of which the request for Card transaction is not received by the Bank;
- 6) violation of confidentiality of information sent to the Client via communication channels, including text message SMS, Push, e-mail and etc.;
- 7) non-receipt by TSE, CASH POINT of the Bank's response of authorization;
- 8) consequences of untimely blocking of the lost or stolen Payment card by the Client, as well as unauthorized access to the Account;
- 9) damage caused to the Client by the Client's transfer of payment card details (including PIN, Code word) to third parties;
- 10) any consequences if the disclosure of Bank secrecy occurred as a result of non-performance and/or improper performance by the Client of the requirements of the legislation of the Republic of Kazakhstan, this Agreement;
- 11) malfunction of payment systems, electronic devices, ATMs, as a result of which the authorization request made by TSE, CASH POINT or ATM was not received by the Bank and/or the authorization response sent by the Bank was not received by TSE, CASH POINT or ATM;
- 12) the damage may occur in the case of non-receipt by Client SMS-notifications/other messages, or if the transmitted information will become available to third parties;
- 13) settlement of disputes and disagreements between the Client and the Additional cardholder.

85. The Client agrees that the Bank shall not be liable for unauthorized Card transactions conducted with the use of the Payment card (its details) to pay for goods and/or services via the Internet, through postal/telephone orders, operations performed with the introduction of the PIN and/or confirmed by the signature of the cardholder in the check/slip.

86. The Client is responsible for:

- 1) damage caused as a result of transactions (including unauthorized), using the Payment card (its details)

until the blocking of the Payment card by the Bank on the basis of the requirement to block the Payment card received from the Client or the IPS;

2) consequences resulting from untimely notification of the Bank about blocking of the lost/stolen/illegally used Payment card in full amount of damage caused to the Bank;

3) the losses incurred by the Bank in connection with the return to the Bank the money erroneously credited to the Account and expended by the Client;

4) consequences arising from the use of the Payment card for which the Bank removed/changed/restored restrictions/limits on the use of a Payment card (both by type of operations and by service area) on the basis of the Client's request;

5) damage caused as a result of transactions using a Payment card due to partial blocking of the payment card, as well as all the consequences of partial blocking of the Payment card. Partial blocking of a Payment card means the Client's refusal to include the lost/stolen/illegally used Payment card in the Stop list;

6) consequences that may occur as a result of the Client's refusal to block the Payment card;

7) breach of Agreement by the holder of the Additional card;

8) consequences arising from non-compliance by the Client with the Payment Card Rules of Use.

87. In case of non-compliance by the Client with the requirements specified in Article 5 of this Section, in the event of Unauthorized transactions on this Payment card, all expenses on Card transactions, including commissions for transactions, if they are made by the Bank at the expense of the Bank's own funds, shall be reimbursed by the Client according to the Tariffs.

11. Other conditions

88. The obligations of the Parties stipulated by this Section of the Agreement, are occurred from the date of accession of the Client to the Agreement.

89. In case of non-fulfillment by the Client of the obligations, stipulated by the clause 69 of sub-clause 6) of the Agreement, the Bank shall block not returned Payment cards/Accounts and deducts from the Client the commission fee for blocking the Payment cards in accordance with the Tariffs.

90. In case of reissue of the Payment card, the Agreement's conditions, stipulated by this Section, shall be prolonged for the period of validity of a new Payment card on terms that valid on the date of reissue of the Payment card. The Client shall pay the commission fee for reissue of the Payment card and commission fee for the following year of servicing in accordance with the Tariffs that valid on the date of accrual of such commission fees by the Bank. In case of the expiration period of the Payment card and non-provision of the Application on reissue of the Payment card, as well as subject to absence of the debt of the Client to the Bank, the Agreement's conditions, stipulated by this Section as to issue and servicing of the Payment card, shall become invalid, the Account shall be closed, unless otherwise provided for the legislation of the RK.

91. The Bank has the right to refuse from performance of fulfillment of the obligations, stipulated by this Section of the Agreement, by notifying the Client at least 30 (thirty) calendar days prior to the planned date. In this case, the Bank shall not reissue Payment cards and Payment cards shall be withdrawn on the date indicated by the Bank. At the same time, the Bank has the right to block the Payment card and/or the Account and not to carry out operations of crediting/debiting of money on the Accounts from the date of sending the relevant notice of termination of this Agreement to the Client. The Client undertakes to repay the existing debt no later than the date specified in the notification of the Bank on the termination of the Agreement. If the Client does not fulfill the obligations stipulated by this clause of the Agreement, this Agreement shall be valid in the relevant part until the Client fully fulfils its obligations under this Agreement. If there is a debt, the Client undertakes to pay off the existing debt. If the Client does not fulfill the obligations stipulated by this clause of the Agreement, this Agreement shall be valid in the relevant part until the Client fully fulfils its obligations under this Agreement.

92. The Client has the right to terminate the Payment card and to close earlier the Account at the initiative of the Client in the absence of the deposit and (or) debt to the Bank under this Agreement and (or) Credit Agreement, for service of which the Account and (or) Payment card is used, if subject to receive notification from the Bank at least 30 (thirty) working days prior to the planned date. In this case, the Client shall return the Payment card/Payment cards issued under this Agreement to the Bank before the expiry of the specified period and the Bank shall close the Account. If the Client does not return the Payment card/Payment cards by the due date, the Bank shall block the Payment card/Payment cards. Blocking the Payment card/Payment cards does not release the Client from the obligation to return the Payment card/Payment cards to the Bank. If the Client does not fulfill the obligations stipulated by this clause of the Agreement, this Agreement shall be valid in the relevant part until the full performance of its obligations under this Agreement. The termination of the use of the Payment card/Payment cards without the Client's compliance with the order of termination of the Agreement established by this clause of the Agreement shall not entail the termination of this Agreement and the withdrawal of the Payment card/Payment cards. At the same time, it is not allowed to close the Account in the presence of unfulfilled requirements to the Account or not removed acts of temporary restriction on the disposal of property, decisions and (or) orders of authorized state bodies and (or) officials on the suspension of expenditure operations on the Account, as well as acts of seizure of money on the Account.

93. If after the expiration of the Payment card or within 30 (thirty) calendar days from the date of return of the Payment card to the Bank, or after the date of filing an application for its loss/theft, the Bank received payment

documents from the IPS to be paid, the Bank shall pay for Card transactions at the expense of the Client's money or at the expense of its own funds to be reimbursed by the Client.

94. In case of withdrawal of a Payment card (if no other Payment cards have been issued in accordance with this Agreement), this Agreement shall remain in force in the relevant part until the Client has fully performed its obligations under this Agreement.

95. Upon termination of the Payment card and closing of the Account at the initiative of the Bank, the balance of the Client's own money in the Account at the discretion of the Bank is transferred to the Bank Accounts/mobile phone number of the Client, to which the Client agrees by the conclusion of this Agreement.

96. The Client is responsible for the accuracy of the information the Client has provided to the Bank. The Bank shall not be liable for any damage caused in connection with the Client's notification of false information.

97. . In case of the balance of Bonuses/Promotion bonuses on the SBA when closing the Account at the initiative of the Client, and which the Client does not wish to use Bonuses/Promotion bonuses at the discretion of the Bank, are subject to annulment. If all Accounts are closed and the Account is inactive in the Bank's System within 6 (six) months after the last operation on the Account, the balance of Bonuses/Promotion bonuses at the discretion of the Bank is canceled.

SERVICE VI. OPENING, MAINTENANCE AND CLOSURE OF CURRENT AND SAVINGS ACCOUNTS

1. Procedure of opening, maintenance of current accounts

98. The Bank shall open the Account to the client on the ground of the Request submitted by the Client when providing by the Client to the Bank with the documents required to open the Account in accordance with the legislation of the RK and the Bank's internal documents.

99. The Client is entitled to open one or several Accounts after accession to the Agreement. At that, the Agreement's conditions shall cover every Account opened by the Client.

100. The Account number, the Account currency are indicated in the Client's request or other document on the ground of which the Client accessed to the Agreement. A special bank account for crediting allowances and social payments are opened by the Bank to the Client in tenge only.

101. When conducting operation 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.

102. The Bank undertakes the Client to bank service, including rendering the bank services through payment terminal that is made on payment basis according to current Tariffs. Actual Tariffs of the Bank under which the Client pays for the bank services, information on payment services are posted on the Internet-resource, in the operation halls of the Bank's branches and their additional rooms.

2. Порядок открытия, ведения и закрытия сберегательных счетов

103. The Bank is obliged to receive from the Client and/or the third party money in favor of the Client (hereinafter – the Deposit), pay for them a remuneration and return of the Deposit, open for the Client for recordkeeping the Account on terms and in a manner, stipulated for the Request and the Agreement when providing by the Client and/or the third party (in case of placement of the Deposit in favor of the Client) in the Bank the documents required to open the Account in accordance with the legislation of the RK and the Bank's internal documents.

104. Name, Deposit type, sum, currency, Deposit period, interest rate, paid by the Bank from the Deposit, annual effective interest rate of the Deposit, Account number, opened for the Deposit accounting, are indicated in the Request. Deposit conditions that include interest rate paid by the Bank from the Deposit, annual effective interest rate and other parameters are posted on the Internet-resource. The size of annual effective interest rate is changed depending on from the additional contributions (if provided by the Deposit's conditions) and partial payment on the Deposit (if provided by the Deposit conditions) and other circumstances stipulated for the legislation of the RK and the Agreement. At the Client's written request, the Bank provides the Client with the data on change of the size of annual effective interest rate.

105. In case if the sum of money credited to the Account is less than the sum indicated in the Request so the Agreement as to opening, maintenance and closure of the Accounts shall be recognized as not concluded and the credited sum of money on the Account is transferred at the Banks discretion to any bank account of the Client, opened in the Bank.

106. The sum of accepted Deposit (including additional contributions, if they are provided) shall not exceed a max. amount, if it is defined in terms, reflected in the Request. The Bank is entitled to refuse from crediting money or acceptance of cash on the Account, in case if the sum of the Deposit exceeds the max. sum of the Deposit.

107. Interest rate, indicated in the Request is unchanged before the Deposit expiry, defined by this Request.

108. When defining actual period of the Deposit placement and calculation of the remuneration, the day of crediting the Deposit is taken note but the expiry day is not taken note in calculation (i.e. the day of provision of the Deposit and the day of its return is considered as one day), and for calculations a conditional year is accepted equaled to 360 (three hundred sixty) days and conditional month equaled to 30 (thirty) days.

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

110. Account closure is made at full repayment of the Deposit not later than 5 (five) working days from the day of repayment of the Deposit except for the cases when the Account closure is prohibited on the bases stipulated for the legislation of the RK.

At that, repayment of full/balance of the Deposit may be made by the Bank unilaterally with a preliminary notification about it the Client at least 10 (ten) calendar days before expected date of repayment of full sum of the Deposit in any following cases:

- 1) termination by the Bank of acceptance of new Deposits with this type;
- 2) stipulated for the legislation of the RK.

111. If the Bank sends a notification on repayment of the Deposit sum due to termination by the Bank of acceptance of money for the certain type of the Deposit, a further automatic prolongation of the Deposit period is not made, the Deposit is valid before expiry period (and if the Deposit is automatically prolonged – before expiry of the last prolongation).

112. In case if the date of repayment of the Deposit/repayment of the interest falls on weekend and/or holidays, so repayment of the Deposit/repayment of the interest is made in the first working day next to it.

113. Repayment of the interest accrued on the Deposit is made in accordance with the Agreement conditions and the Request with deduction of the income tax (hereinafter – the IT) debited from the source of payment (if such deduction is stipulated for the legislation of the RK).

114. If case if the Client under the Agreement is underage person, so issue of the Deposit or its part to such person is made taking note the restrictions established by current legislation of the RK.

115. Before reaching by the Client of 14 years as well in case of establishing for the Client who is older 14 years a guardianship, rights and obligations of the Client under the Agreement are exercised on the Client behalf the parents and other legal representatives of the Client.

116. In case of establishing for the Client who is older 14 years a trusteeship, the Client has the right to dispose the Deposit only with a consent of the Client's trustee. In case of establishing the guardianship or trusteeship for the Client such persons have to provide additionally the documents that confirm the status of the guardianship or trusteeship at exercising the rights and obligations of the Client under the Agreement and a necessity to accept their consent to dispose the Deposit.

For the purposes of confirmation of the identity of the Clients who don't achieved 16 years old and who have no ID card with photo, crediting additional contributions on the Deposit and disposal of it is made only in the presence of their legal representatives.

3. Account operation mode

117. Bank service of the Client on the Account is made during the operational day the time of which is defined by the Bank independently.

118. Opening, maintenance and closure of the Account, withdrawal/receipt of money on the Account, crediting money on the Account are made by the Bank and the Client in accordance with the legislation of the RK, the Bank's internal documents and the Agreement.

119. In case of erroneous crediting money of the Account, the Bank writes off erroneously credited sum from the Account of the Client without its consent in a manner, established by the Agreement.

120. The Bank makes payments and money transfers within the balance of the Account. In case if the Client didn't pay for the Bank's fee in accordance with the provisions of article 4 of this Section and there is no enough money on the Account to make payment and/or money transfer taking note of the Bank's fee sum payable in connection with making payment and/or transfer, the Bank is entitled to refuse from execution of the payment document of the Client. The Bank does not make a partial execution of the Payment documents, provided/sent by the Client to the Bank.

121. Disposal of money on the Account is made by provision of the Client to the Bank of the instruction. The instructions have to be made in a form established by the legislation of the RK or subject to absence of such applied by the Bank.

122. The Client provides to the Bank with unconditional consent (right) to debit/write off the Account of the Client without a consent any sums payable to the Bank including the debt sum under the Financing Agreement, the Bank's fee sum on the basis of any Agreement with the Bank (including Financing Agreement) which stipulates for such a right, as well as in cases when it is necessary to make by the Bank of corrective operations on the Account (mistakenly credited money on the Account and etc.). At that, all sums debited by the Bank from the Account as settlement of the debt to the Bank are sent for repayment of such debt according to the procedure stipulated for the legislation of the RK and appropriate Agreement.

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

124. Withdrawal (write-off) of money from the Account is carried out on the ground of Payment documents submitted by the Client, the Bank, as well as third parties, drawn up in the form and in accordance with the requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank. In the event that "State Corporation "Government for Citizens" NJSC, "State Social Insurance Fund" JSC, "Unified Accumulative

Pension Fund” JSC request the return of money excessively transferred to the Account, the Bank, without additional consent of the Client, writes off the corresponding amount of money from the Account, to which the Client gives his consent by concluding the Agreement. “Unified Accumulative Pension Fund” JSC has the right to receive from the Bank information on the crediting/return of pension payments to the Client that are not related to banking or other secrets protected by the legislation of the Republic of Kazakhstan.

125. When carrying out currency operations of the Client, the Bank acts in accordance with the requirements of the currency legislation of the Republic of Kazakhstan. When carrying out currency transactions, the Client is obliged to submit to the Bank the documents required for submission in accordance with the currency legislation of the Republic of Kazakhstan relating to the Client’s currency transactions conducted through the Bank.

It is allowable to make a money transfer wherein currency of payment is not complying with the Account currency, without the Client’s consent to credit amount of payment in currency of the Account with the use of conversion currency, determined by the Bank at the moment of conducting the transaction with taking note of the Bank’s commission fee for conversion within the Tariffs approved by the Bank.

4. Rights and obligations of the Client

126. The Client has the right to:

1) independently dispose of the money in the Account in the manner prescribed by this Agreement, except for the cases provided for by the legislation of the Republic of Kazakhstan;

2) entrust the management of the Account and/or money on it to third parties, in accordance with the legislation of the Republic of Kazakhstan, taking into account the conditions established by the Agreement;

3) use all forms of non-cash payments established by the banking legislation of the Republic of Kazakhstan, as well as make transactions with cash in the manner and on the terms established by the legislation of the Republic of Kazakhstan, Internal documents of the Bank and this Agreement;

4) give instructions to the Bank on carrying out operations on the Account within the balance of money on the Account, within the operational day established in Bank;

5) get acquainted with the Tariffs of the Bank;

6) get acquainted with the Rules for the provision of electronic banking services for individuals in “Jusan Bank” JSC;

7) submit an application to the Bank to close the Account at any time, unless otherwise provided by the legislation of the Republic of Kazakhstan or this Agreement;

8) submit an Application at a branch of the Bank/through the Partners of the Bank with whom the Bank has entered into contractual relations or via Remote Service Channels by signing it by all means (including identification methods) provided for in the Agreement;

9) receive the Deposit and the accrued remuneration on it on the terms, in the amount and in the manner provided for in this Agreement and the Application;

10) receive information about the status of the Deposit;

11) claim the full amount of the Deposit ahead of schedule in the manner and on the terms stipulated by the relevant Application and the Agreement. At the same time, the previously accrued and paid remuneration is paid in the amount established in the relevant Application;

12) bequeath the Deposit and entrust the disposal of the Deposit, including the accrued interest, to third parties in accordance with the legislation of the Republic of Kazakhstan, taking into account the conditions established by the Agreement;

13) contact the Bank with the application or via Mobile application on issuance of the EDS;

14) use EDS for signing documents in receiving of electronic banking services, except for the cases when it is necessary to visit (attend) the Bank branch.

127. The Client shall:

1) not to carry out transactions on the Account related to business activities, notarial activities, advocacy activities, activities for the execution of executive documents, activities for the settlement of disputes through mediation;

2) provide duly executed documents required by the Bank in accordance with the legislation of the Republic of Kazakhstan, including those necessary for the Bank to comply with the requirements of the Law of the Republic of Kazakhstan “On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism”, internal documents of the Bank and the Agreement, for opening an Account, including the relevant document exempting from deduction from the amount of the income tax remuneration paid to the Client at the source of payment in accordance with the tax legislation of the Republic of Kazakhstan, as well as, if necessary, for carrying out operations on the Account, as for collecting, processing and transferring the Client’s data/personal data to the USA tax authorities (Internal Revenue Service) in accordance with the requirements of the Law of the United States of America “On the tax regime of foreign Accounts” FATCA (Foreign Account Tax Compliance Act), including through the authorized state bodies of the Republic of Kazakhstan, as well as in accordance with the requirements of the Multilateral Agreement of competent bodies on automatic exchange of information about financial Accounts under the Unified Standard of Information Provision (CRS);

3) pay for the services of the Bank at the Tariffs in force at the time of the transaction on the Account,

simultaneously with the relevant operation on the Account by depositing cash at the cash Desk of the Bank or providing the amount of money necessary to pay the Tariffs on the Account;

4) issue instructions on the Bank's Account operations in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Bank, and provide them within the operational day established by the Bank;

5) provide the Bank with a cash request to determine the Client's needs for cash one business day before the expected date of receipt of cash from the Account, if the expected amount of withdrawal from the Account exceeds 1,000,000 (one million) tenge or its equivalent in foreign currency;

6) after execution of the Payment document, determine the correctness of such execution and, in case of its erroneous execution, notify the Bank about the error found within 3 (three) operational days after detecting the execution of an erroneous payment, but no later than 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and (or) money transfer. In the message about the erroneous payment by the Client, the details of the Payment document and the erroneous details revealed by the Client are indicated;

8) in case of change of residence, change of surname, name, patronymic (if it is specified in the identity document), replacement of identity documents, contact information used to communicate with the Client, and the method of communication, inform the Bank of such changes no later than 15 (fifteen) operational days from the date of registration of such changes. In case of failure to notify and/or untimely notification, the Client is responsible for the possible consequences related to the execution of the Agreement;

9) give instructions to the Bank on carrying out operations on the Account that do not contradict the legislation of the Republic of Kazakhstan, with the presentation of properly executed documents in accordance with the legislation of the Republic of Kazakhstan and this Agreement;

10) notify the Bank when granting third parties the right to dispose of the Account, when replacing persons authorized to manage the Account on the basis of a power of attorney, and submit original documents confirming such changes within 1 (one) business day. In case of non-performance/improper performance by the Client of the notification procedure, the Bank is released from liability for damage that may be caused to the Client;

11) independently learn about changes in Tariffs, remuneration Tariffs (in case of prolongation), changes and additions to the terms of the Agreement on the Internet resource and/or in operating rooms of the Bank's branches and their Additional Premises.

128. Concerning the Deposit, the Client:

1) make the conversion of the Deposit within the operational day established by the Bank;

2) on the day of Application to Deposit/transfer to the Account the Deposit amount specified in the Application.

If the Depositor has not made/transferred the Deposit amount on the date of Application, this Agreement regarding the opening of the Account and placement of the Deposit on it considered as not concluded;

3) return to the Bank the overpaid remuneration on the Deposit within 5 (five) operational days from the date of receipt of the Bank's request.

129. In cases of early claim of the Deposit in the manner prescribed by this Agreement, submit to the Bank a written application for the return of the Deposit in the prescribed form, before the expected date of termination of this Agreement:

a) for term deposits with full/partial return for 7 (seven) calendar days;

b) on savings deposits with a full refund of 30 (thirty) calendar days.

130. The Client is obliged to use the Special Bank Account solely for the purpose of crediting benefits and social payments paid from the state budget and (or) the State Social Insurance Fund.

6. Rights and obligations of the Bank

131. The Bank has the right to:

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

2) initiate changes and/or additions to the Tariffs by posting information on the Bank's Internet resource, not later than 5 (five) operational days prior to the date of entry into force of such changes and/or supplements;

3) use the balance of money in the Account in accordance with banking practice until the Client claims the money;

4) withdraw (write-off) money from the Account at the direction of third parties in accordance with the requirements of the legislation of the Republic of Kazakhstan;

5) withdraw (write-off) money from any Bank Accounts of the Client opened in the Bank without prior notice and without his consent on the basis of this Agreement in the cases specified by the terms of the Agreement, including:

a) deduction of the amount of commission fee for the provided banking services according to the current Tariffs;

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

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

6) unilaterally close the Client's Account in the cases of breach of the amount of a trigger balance of the Deposit as a result of fulfillment of the requirements (instructions) of the third parties of the Deposit in accordance with the legislation of the RK, as well as with fulfillment of the conditions of sub-clause 12) of the Agreement, at that the Bank

shall send to the Client the notification about refusal from fulfillment of the Agreement (fully) with the use of the methods, prescribed by Section X of the Agreement. The Account shall be deemed as closed from the date, indicated in the notification, at that, conclusion of any Agreements between the Parties is not required;

7) refuse to execute the Client's Payment document in case of failure by the Client to provide the documents and information necessary for the Bank to perform its functions; presentation of Payment documents completed and submitted in a form that does not meet the requirements established by the legislation of the Republic of Kazakhstan and Internal documents of the Bank; if the Client does not provide the amount of money necessary for the payment/transfer; if the Payment document contains signs of forgery, in case of non-compliance with other requirements established by the legislation of the Republic of Kazakhstan and/or the terms of this Agreement;

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

9) refuse to perform the Agreement on the grounds and in the manner provided by the Law of the Republic of Kazakhstan "On Payments and Payment Systems". If there is no money on the Client's Account for more than one year/no money movement on the Client's Account (except for the Special Account) for more than one year, the Bank places on the Internet resource information on notifying Clients of the refusal to execute the Agreement (in full). The Account is closed from the date specified in the notice posted on the Bank's Internet resource, without the need to conclude any agreements between the Parties;

10) close the Client's Account unilaterally in cases and in the manner prescribed by the legislation of the Republic of Kazakhstan;

11) suspend operations on the Account, in case of receipt of the decision and (or) the order of the authorized state body and (or) the official about suspension of Account operations in the Bank, as well as to limit the Client's use of the money on the Account within the limits of the amount of borrowed funds that have a designated purpose and received on the Account on the basis of the Loan Agreement concluded between the Bank and the Client;

12) refuse to close the Account if the Client has unfulfilled requirements for the Account or unwithdrawn acts on temporary restriction on disposal of property, decisions and (or) orders of authorized state bodies and (or) officials on suspension of expenditure transactions on the Account, as well as acts on imposition of arrest on the money held in the Client's Account and (or) if the Client has a debt under the Agreement and (or) the loan agreement under which the Account is used for servicing it;

13) refuse to open additional Accounts to the Client if he has a bank Account opened with the Bank, to which state revenues have issued collection orders and/or orders to suspend expenditure transactions;

14) in any time to refuse the Client in receiving of Electronic banking services with use of the means of identification without pointing of reasons;

15) change the remuneration rate unilaterally upon expiry of the Deposit term and prolongation of this Agreement. The Bank shall notify the Client of changes in the remuneration rate on the Deposit by posting information on the Bank's Internet resource;

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

17) not to pay the accrued interest/withhold from the Deposit amount the amount equal to the previously paid remuneration in case of early termination of this Agreement in compliance with the terms of this Agreement;

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

132. The Bank shall:

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

2) open an Account for the Client, with the assignment of an individual identification code, ensuring its safety and Accounting when providing the Client with all documents required by the Bank;

3) after opening an Account at the request of the Client to provide a certificate of the open Account, indicating the individual identification code;

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

5) close the Client's Account, according to the application submitted by the Client, but no later than 15 (fifteen) operational days after receiving the Client's application, unless otherwise provided by the legislation of the Republic of Kazakhstan or the Agreement;

6) provide the Client with information on the operations performed on the Account, by providing an Account statement with copies of Payment documents at the request of the Client by one of the methods provided for in this Agreement, no later than the operational day following the day of receipt of the request;

7) resume operations on the Client's Account after the revocation by the authorized state body or official of the decision and (or) the order on suspension of expenditure operations on the Account, the act on temporary restriction of disposal of property, as well as in the order defined by the Criminal procedure code of the Republic of Kazakhstan, the laws of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" and "On Rehabilitation and Bankruptcy". The arrest imposed on the money in the Client's Account shall be removed on the basis of a written notice of the person entitled to seize the Client's money, the cancellation of the act on seizure of money previously adopted by the Bank or after the execution by the Bank of the collection order submitted in pursuance of the previously seized 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”;

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 within the terms established by the legislation of the Republic of Kazakhstan;

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

10) at the request of the Client, the Bank shall provide the Client with information on the changed amount of the annual effective rate of return. In the event of a change in remuneration rate with the extension of the contribution of the additional agreement to the Agreement is not concluded;

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

12) return the Deposit and pay the accrued interest on it in the amount and manner prescribed by the relevant Application, minus the amounts withheld/withdrawn in accordance with the terms of this Agreement and the legislation of the Republic of Kazakhstan, including the amount of income tax collected at the source of payment, according to the legislation of the Republic of Kazakhstan (if such withholding is provided by the legislation of the Republic of Kazakhstan);

13) refuse to execute the Payment document, which provides for the transfer of money to a Special Bank Account, if the amount of money credited is not related to benefits and social benefits.

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

133. The Bank shall be liable for violations related to the Client's banking services in accordance with the legislation of the Republic of Kazakhstan.

134. For non-execution of instructions of the Client on the Account in execution of the Payment document of the Client, non-payment of the payment request submitted to the Account, at sufficiency in Bank of the sum of money for implementation of payment on the payment request, the Bank at the request of the Client pays it the forfeit in the amount of 0,01 (zero point zero one) percent of the sum of operation for each day of delay by transfer of the forfeit amount to the Account of the Client.

135. In any case, the Bank's liability in case of violation of the terms of this Agreement shall be limited to the amount of actual damage caused to the Client by illegal actions/inaction, the amount of which shall be confirmed by the relevant documents.

136. The Client is responsible for the legality of his/her operations on the Account in accordance with the legislation of the Republic of Kazakhstan, for the accuracy of the documents submitted to the Bank, which is the ground for opening an Account, conducting operations on it and for the proper use of the Account (including compliance with the requirement to conduct operations on the Account, not related to entrepreneurial activities).

137. The Client is responsible for:

1) safety and security of the means of identification and relevant authenticators for identifying and authentication of the Client;

2) unauthorized payments and transfers, as well as receiving of other electronic banking services by the third parties, in case if the Client has not provided relevant safety of the means of identification, identifiers and relevant authenticators for identifying and authentication of the Client;

3) unauthorized payments and transfers, as well as receiving of other electronic banking services by the third parties, in case if the Client has given the data of the means of identification, identifiers and relevant authenticators for identifying and authentication of the Client to the Third parties;

4) signed documents by the Client with use of means of identification in receiving of electronic banking services, even if the Client says that they were signed by Third parties.

138. The Parties shall not be liable for cases of non-performance and/or improper performance of obligations under this Agreement, if such cases were the result of force majeure, including but not limited to: adoption by the authorized state bodies, the National Bank of Kazakhstan of acts/measures of restrictive and prohibitive nature, software failures, power outages, damage to the communication line and other circumstances beyond the control of the Parties and directly related to the subject matter of this Agreement.

139. The Bank shall not be liable for the execution of the Client's Payment document with incorrectly specified details, including the incorrectly executed Payment document, if the Client has made an error in such Payment document.

140. The Bank shall not be liable to the Client for non-performance or improper performance of obligations under this Agreement arising because of unclear, incomplete or inaccurate instructions of the Client or third parties, and for other reasons beyond the Bank's control.

141. The Bank shall not be liable for any damage caused to the Client because of non-performance and/or improper performance of the Client's obligations under this Agreement.

142. The Bank is not responsible for the actions of persons authorized by the Client to dispose of the Account, in case of non-notification/untimely notification by the Client of the Bank about the replacement of such persons in accordance with the terms of the Agreement.

143. Responsibility for the validity of the withdrawal (write-off) of money from the Account without the Client's consent is the responsibility of the initiator of the Payment document. The Bank does not consider the Client's objections to withdrawal (write-off) of money from the Account without the Client's consent.

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

145. The Client agrees that the Bank is not responsible for any consequences resulted after disclosure/access to password to the Third parties through no fault of the Bank.

146. The Client agrees that the Bank is not responsible for:

1) unauthorized payments and transfers, as well as receiving of other electronic banking services by the third parties with the means of identification, in case if the Client has not provided relevant safety of the means of identification, identifiers and relevant authenticators for identifying and authentication of the Client.

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

3) theft/loss or unauthorized access of third parties to the means of identification of the Client and making actions with means of identification, whether legal or actual.

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

147. Rights and obligations of the Parties to open, maintain and use current accounts are accepted for an indefinite period and come into force from the day the Client signs the Application and accepts it (his) Bank, which is an integral part of the Agreement and confirms the conclusion of the Agreement. The term of the Agreement is not limited and is determined by the interest of the Parties.

148. Account may be terminated:

1) By agreement of the Parties;

2) When closing the Account by the Bank on the grounds and in the manner prescribed by the Agreement and/or the legislation of the Republic of Kazakhstan;

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

149. Closing of the Account is made at the request of the Client, but no later than 15 (fifteen) business days after receipt of the Client's application, except for cases provided for by the legislation of the Republic of Kazakhstan or the Agreement.

150. Upon closing the Account the Individual Identification Code, assigned in accordance with the Agreement, shall be canceled.

SECTION VII. ELECTRONIC BANKING SERVICES

1. General provisions of rendering the electronic banking services

151. When registering the Client in the Mobile application, Web-banking and other Internet-resources with identification on the ground of the information about the Client, the Bank provides the Client with Electronic banking services. The Bank provides Electronic banking services via a mobile application, Web-banking, payment terminals for crediting cash to the Account, for making payments and money transfers, for borrowing, post-credit operations and for other operations of the Bank. The rules of provision of Electronic banking services to individuals in "Jusan Bank" JSC, regulating the procedure and certain conditions for the provision of Electronic banking services, as well as the Tariffs, are available on the Internet resource by registering in the Mobile application/Web-banking, the Client confirms his/her familiarization and consent with them. The signing of electronic documents by the Client in order to receive electronic banking services can be carried out by means of an EDS.

152. To use Electronic banking services in the Mobile application/Web-banking, the Client must:

1) have a valid Payment card of the Bank or EDS;

2) have a mobile device/personal computer with an operating system version that meets the requirements of the Bank and is connected to the Internet.

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

154. Amounts of charged commissions and the order of collection are determined by the Bank's Tariffs; specified in sub-clauses 6)-12) clause 70 of this Agreement.

155. Banking services can also be provided via the Call Center. At the same time, the volume and procedure for the provision of services are determined by the Bank independently.

156. General conditions and methods of rendering the services:

1) Mobile application, Web-banking, ATM and other Internet resources are available to the Client around the clock, except for the time of technical work;

2) Operations are carried out in accordance with the procedure established by the internal documents of the Bank, Section VII of the Agreement, as well as in accordance with the legislation of the Republic of Kazakhstan;

- 3) Confirmations of a transaction on a bank Account in the Mobile application, Web-banking, payment terminal, ATM and other Internet resources are reflected on the page with the history of transactions after the transaction. The confirmation contains basic information on the performed operation;
- 4) For all questions regarding the operation of the Mobile application/Web-banking, the Client can contact the Call Center phones or use the chat in the Mobile application, Web-banking and others Internet resources;
- 5) The volume of provision of Electronic banking services is determined by the Bank independently.

2. Confidentiality in the provision of electronic banking services

157. The Privacy Policy establishes the Bank's obligations to not disclose and ensure the privacy protection of personal data that the User provides upon request when registering in the Bank's Mobile application, when placing an order for services or any other use of the User's Personal Data Mobile application.

158. Personal data allowed for processing under this Privacy Policy is provided by the User by registering in the Bank's Mobile application, Web-banking and other remote channels of the Bank and signing the Application via OTP and includes, but not limited to, the following information:

- a) last name, first name, patronymic of the User;
- b) User's contact phone number;
- c) e-mail;
- d) IIN;
- e) User's place of residence;
- f) biometric data;
- g) User's EDS.

159. The Bank protects data that is automatically transmitted in the course of remote services via the Mobile application, Web-banking and/or other remote channels.

160. Any other personal information not specified above (service history, browsers and operating systems used, etc.) is subject to secure storage and non-proliferation and/or other remote channels.

161. The User is obliged to:

- a) provide information about personal data required to use the Mobile application, Web-banking and/or other remote channels;
- b) update, supplement the provided information about personal data in case of changes in this information.

162. The Bank is obliged to:

- a) use the information received solely for the purposes specified in subsection of the Agreement "Purpose of collecting personal information of the user";
- b) ensure that confidential information is kept secret, not disclosed without the prior written permission of the User, and also not sell, exchange, publish, or disclose in any other possible way the transferred personal data of the User;
- c) take precautions to protect the confidentiality of the User's personal data in accordance with the procedure usually used to protect this kind of information in the existing business turnover;
- d) block personal data related to the relevant User from the moment of contact or request of the User, or his legal representative or authorized body for the protection of the rights of subjects of personal data for the period of verification, in case of revealing inaccurate personal data or illegal actions.

3. Purpose of collecting the user's personal information. Methods and terms of processing personal information

163. The Bank may use the User's personal data for the following purposes:

- a) Identification of the User registered in the Mobile application, Web-banking for the method of providing electronic banking services;
- b) Providing the User with access to personalized resources;
- c) Establishing feedback with the User, including sending notifications, requests, operations via the Mobile application, Web-banking, providing services, processing requests and applications from the User;
- d) Determine the location of the User to ensure security, prevent fraud;
- e) Confirmation of the accuracy and completeness of the personal data provided by the User;
- f) Creation of an Account to receive the Bank's services. In this case, the User agrees to create an Account by creating a personal Account in the Mobile application, Web-banking;
- g) Notifications of the User about the status of execution of the Bank's services;
- h) Notifications of the User according to the services provided by the Bank;
- i) Processing and receiving payments, transfers, opening Accounts, obtaining a Loan, etc.;
- j) Providing the User with effective Client and technical support in case of problems related to the use of the Mobile application;
- k) Providing the User with updated banking products, special offers, information about products, tariffs, newsletters and other information on behalf of the Bank or on behalf of the Bank's partners.

164. The processing of the User's personal data is carried out without any time limit, in any legal way, including in personal data information systems using automation tools or without using such tools.

165. The User agrees that the Bank has the right to transfer personal data to third parties, in particular, courier services, postal organizations, solely for the purpose of providing services to the User.

166. The User's personal data can be transferred to the authorized bodies of state power of the Republic of Kazakhstan only on the grounds and in the manner established by the legislation of the Republic of Kazakhstan.

167. In case of loss or disclosure of personal data, the Bank informs the User about the loss or disclosure of personal data.

168. The Bank takes the necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access by third parties, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

169. The Bank, together with the User, takes all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the User's personal data.

4. Rights and obligations of the Parties

170. The Bank undertakes to:

1) provide the Client with the ability to independently set a password to log in to the Mobile application, Web-banking, ATM and other Internet-resources;

2) provide the Client with the means of identification for the Client's operations involving confirmation of the means of identification;

2) register the Client as a user of to the Mobile application, Web-banking, ATM and other Internet-resources after the Client has performed all the necessary actions for its registration;

3) notify the Client about the technical works that may interrupt the access and prevent the use of the services via the Mobile application, Web-banking, ATM and other Internet-resources in one of the ways provided for in this Agreement (at the discretion of the Bank);

4) execute orders of the Client subject to compliance with the Terms of the Agreement, the requirements of the legislation of the Republic of Kazakhstan;

5) not disclose information, received from the Client when rendering the electronic banking services;

171. The Bank has the right to:

1) temporarily or completely suspend the Client's access and/or block the provision of banking services via Remote service channels without notifying the Client in cases:

a) if, in the opinion of the Bank, such a measure is necessary to ensure the security of Remote service channels and/or to prevent Unauthorized operations;

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

c) in other cases, stipulated by the Agreement.

2) not accept documents and orders of the Client, if the Bank has doubts about the accuracy and correctness of documents and orders;

3) stop receiving and processing of Client orders in case of suspicion at the Bank for unauthorized access to Bank Accounts of the Client to ascertain all the necessary circumstances;

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

5) set limits on Client operations via Remote service channels;

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

a) if the money in the Bank Account was seized or operations on it were suspended;

b) non-compliance of the Account transaction;

c) insufficient money in the relevant Bank Account to pay the Bank's fee for the transaction;

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

e) blocking/closing of Payment card/Bank Account;

f) in case of receipt of decisions/resolutions of authorized state bodies and/or officials on suspension of expenditure operations on the Bank Account, seizure of money placed on the Bank Account, as well as instructions of third parties entitled to withdraw money in accordance with the legislation of the Republic of Kazakhstan;

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

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

7) initiate changes and/or additions to the Tariffs in the manner provided for in this Agreement;

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

9) block or delete the Account in the Mobile application/Web-banking, ATM, User Account, the Internet-branch and other Internet-resources in the absence of inputs in the Mobile application, Web-banking, ATM, User Account, the Internet-branch and other Internet-resources for 12 (twelve) months.

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

172. The Client has the right to:

- 1) perform operations via Remote service channels on the terms and in the manner provided for by the Agreement and internal documents of the Bank posted on the Internet resource;
- 2) require the Bank to properly perform its obligations under the Agreement;
- 3) change the password yourself for increased security;
- 4) uninstall the Mobile application on your mobile device;
- 5) terminate this Agreement in accordance with the conditions of the Agreement.

173. The Client undertakes to:

- 1) store identification tools in a safe place, excluding access to them by any third parties;
- 2) immediately, by any available means, inform the Bank of the threat of unauthorized access to Remote service channels, including in the following cases:
 - a) discrediting the password of access to Remote service channels or suspicion of its disclosure;
 - b) loss/change of phone number, mobile device, loss of verification Codes, Means of identification or suspicion of their copying by third parties;
 - 3) pay all amounts due to the Bank under the Agreement and Tariffs;
 - 4) use password only for the Mobile application, Web-banking, ATM, User Account, the Internet-branch and other resources;

174. When using Push notifications/SMS messages to send confirmation Codes, the Client understands and agrees that the confirmation Code is transmitted through an unprotected channel, the security of using confirmation Codes is realized by generating the confirmation Code by the Client in the current session, the limited time of their action, the possibility of using the confirmation Code only for the current session.

5. The content of the electronic banking services

175. The Bank accepts for application of the remote instructions using the Mobile application/Communication channels duly executed and confirmed. Remote order is considered to be transferred by the Client and accepted by the Bank for execution in case of successful identification of the Client. The form and type of Client identification shall be determined by the Bank at its discretion (the Bank may provide for dynamic identification, biometric identification, identification by the Client's phone number, password, confirmation Code, EDS, etc).

176. Electronic banking services are provided via Remote service channels, include the following list of electronic payment services and information banking services, but not limited to:

- 1) Electronic payment services:
 - a) services for acceptance, processing and implementation of payments and money transfers initiated by the Client;
 - b) making payments and money transfers to third parties: for public utility services; for services of telecommunications; other;
 - c) implementation of the following transfers depending on the mode of their availability in the Bank's software:
 - from the Client's Payment card issued by the Bank to any Payment card issued by the Bank;
 - replenishment of the Bank Account;
 - d) issue/re-issue of Payment cards and other services at the Bank's discretion;
 - e) blocking/unblocking of a Payment card;
 - f) the establishment of/change of limits for transactions via the Internet, the establishment of/change of limits on withdrawals.
 - g) other services at the discretion of the Bank.
- 2) The list of information of banking services:
 - a) reflection of information on balances and (or) movement of money on Bank Accounts, on payments and (or) money transfers made on these Accounts, and other information on Bank Accounts using a Payment card in the Mobile application, Web-banking, ATM and other resources;
 - b) provision of information on the availability and numbers of Bank Accounts using the Client's Payment card opened with the Bank;
 - c) display detailed information on Payment cards available in the Mobile application, Web-banking, ATM and other resources;
 - d) view the history of payments and transfers made in the Bank's system;
 - e) other services at the discretion of the Bank.

177. Online registration of the Client in the Mobile application, online password recovery of the Mobile application, change of the financial phone number made through the Mobile application and confirmed by entering the last six digits of the number of any Payment card belonging to the Client and PIN to it, is recognized by the Bank as properly implemented by the Client. In this case, the Client is considered to be identified with the correct input of the last six digits of the number of any Payment card belonging to the Client, and PIN to it, and is fully responsible for all actions performed by an authorized person on his behalf under the terms of the Agreement.

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

179. Electronic banking service is provided in the manner prescribed by the legislation of the Republic of Kazakhstan, applicable rules of payment systems, requirements of security procedures of the Bank, internal documents of the Bank.

180. The Bank shall inform the Client on the results of rendering the Electronic banking services by sending the message on the results of rendering of such service using Push-notifications/SMS-messages/information in the Mobile application. When transferring money between the Payment cards the period of crediting money on the Payment card, the issuer of which is the Bank, depends on the bank-Issuer of the Payment card.

6. Procedure and terms of electronic banking services

181. Access to Remote service channels is provided after identification of the Client by means of identification, according to the established procedures of the Bank.

182. The instruction to perform the transaction is executed by the Bank in the presence of the Client's identification. In this case, transactions through Remote service channels are carried out in accordance with the requirements of such channels to the requested operation and the availability of sufficient funds in the Bank Accounts of the Client, taking into Account the amount of Commission (if any) provided by the Tariffs.

183. The amounts and number of transactions carried out through Remote service channels may be limited by the Bank at its discretion.

184. The Client's instruction on payments and money transfers transmitted through Remote service channels shall be executed by the Bank or the Bank shall refuse to execute it within the period established by the legislation of the Republic of Kazakhstan. The maximum term for the provision of payment services – during the operational day of the Bank, in which the relevant instruction was received, unless otherwise provided by the legislation of the Republic of Kazakhstan, the Agreement or the Annexes to the Agreement do not provide otherwise.

185. The Commission for payment of services is withheld by the Bank in accordance with the Tariffs.

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

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

- 1) if the Bank is unable to provide such service.
- 2) if the Client has outstanding obligations to the Bank, both within the framework of the Agreement and under any other agreement concluded between the Bank and the Client;
- 3) if the Client's equipment and/or device and/or software does not meet the Bank's specifications and requirements.
- 4) if the Client has not confirmed that the Client has technical and other possibilities to receive Electronic banking services;
- 5) detection, according to the Bank, signs of unauthorized payment;
- 6) if the Client is not identified;
- 7) if the amount of money in the Bank Accounts is insufficient for operations and write-off of the commissions provided by the Tariffs;
- 8) non-compliance of the documents with the requirements of the legislation of the Republic of Kazakhstan and Internal documents of the Bank;
- 9) execution or attempted execution by the Client of transactions related to suspicious transactions in accordance with the legislation of the Republic of Kazakhstan;
- 10) violations by the Client of the terms of the Agreement or other agreements concluded with the Client;
- 11) in case of blocking/closing of Payment card/Bank Account;
- 12) in cases provided for by the legislation of the Republic of Kazakhstan, including for refusal to execute the instruction;
- 13) availability of notification of the Client about service disconnection. The Bank has the right to terminate the provision of the service on the day the Bank receives the Client's notice of disconnection;
- 14) carrying out technical works on Remote service channels; in case of elimination of the reasons that caused suspension of provision of Electronic banking services, the Bank continues rendering Electronic banking services to the Client;
- 15) changes in the terms of the Agreement, according to which the provision of services is terminated or suspended;
- 16) violations by the Client of the order and conditions of receipt of the Electronic banking services provided by the Agreement;
- 17) malfunctions of technical means ensuring the provision of Electronic banking services;
- 18) upon detection on the personal mobile and other devices of the Client that are used to receive Electronic banking services, malicious computer programs, and (or) programs that provide third parties with the ability to manage such devices of the Client;

19) on other grounds determined by the Bank independently, except when it is expressly prohibited by the legislation of the Republic of Kazakhstan, including on the grounds provided by the Laws of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", "On Payments and Payment Systems", "On Combating Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism", the Civil code of the Republic of Kazakhstan and this Agreement.

188. The Bank shall notify the Client by one of the methods provided for by this Agreement on the suspension or termination of the provision of Electronic banking services in case of violation by the Client of the procedure and conditions for obtaining Electronic banking services, failure of technical means providing Electronic banking services, within 1 (one) operational day from the date of detection of the malfunction and/or suspension or termination of the provision of services. In case of elimination of the reasons for the Client's violation of the procedure and conditions for obtaining Electronic banking services, malfunction of technical means for the provision of Electronic banking services, resulting in the suspension of the receipt of Electronic banking services, the Bank shall resume the provision of Electronic banking services to the Client with its subsequent notification.

189. Upon the Client's request, the Bank shall provide confirmation of sending and (or) receiving electronic documents, on the basis of which the Client is provided with Electronic banking services, by sending supporting documents or information, by one of the methods provided for in this Agreement, within no more than 15 (fifteen) calendar days from the date of receipt of the request, unless otherwise specified by the legislation of the Republic of Kazakhstan.

190. When carrying out transactions on payment cards/Bank Accounts through Remote service channels, the Tariffs applicable at the time of the transaction by the Bank are applied.

191. Information on banking operations through Remote service channels is reflected in the Bank Account statement.

192. The Parties shall apply a technology of QR-code for the purposes of identification of the Client (a purchaser) and/or a recipient of the payment (a seller) and ensure making the payment, including payment for the goods in the Mobile application. Scanning of the QR-code with the use of the Mobile application is an instruction of the Client (purchaser) for making the expenditure operation.

193. The Bank after making the payment, including when payment for or payback for the goods, may send to the Client Push-notification/SMS-message or the notification in the Mobile application with indication of the amount of payment.

194. In case of discrepancy of the amount paid by the Client for the goods using the QR-code, the recipient of payment shall payback early paid amount to the Client. The Client and the recipient of the payment shall independently regulate the amount without participation of the Bank.

7. Procedure and conditions for issuing Registration certificates

195. To issue Registration Certificates (for further use when signing electronic documents using EDS), the Client shall register in the Bank's mobile application.

196. The issued Registration Certificates can be used by Clients only upon receipt of products/services of the Bank and/or a group of companies related to "Jusan Bank" JSC.

197. The Client selects the "Receive EDS" function in the Bank's mobile application. The completed application form for a registration certificate is signed by the Client:

a) in the branches of the Bank, when the Bank employee leaves for attraction, mobile kiosks (points and counters), etc.;

b) upon delivery of the application through the courier service;

c) in a specially designated area of the Mobile Application on the device screen with additional confirmation by entering KSDI.

198. After signing the application for obtaining a registration certificate from the Client, a notification will be displayed in the mobile application about the need to scan the identity card (from both sides) and go through the biometric authentication procedure.

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

200. The Bank has the right at any time to temporarily or completely suspend the Client's ability to sign electronic documents by means of an EDS and/or temporarily or completely suspend or terminate the provision of electronic banking services and other additional services to the Client, due to the Client's incorrect indication of the Identifier and/or Authenticator, as well as if, in the Bank's opinion, such a measure is necessary to ensure the security of services, Client information and/or in case of violation by the Client of security procedures and/or the terms of the Agreement and/or the Public Agreement, in order to comply with the requirements of current legislation, internal documents of the Bank, in other cases at the discretion of the Bank. The Bank notifies the Client about the suspension or termination of access to services by sending the Client a corresponding notification within 15 (fifteen) calendar days after the suspension/termination of the provision of electronic banking services, while the Bank is not obliged to disclose the reasons/grounds for the suspension/termination.

8. Unauthorized operations. Security procedures, authentication and confirmation of the Client's

rights to receive electronic banking services

201. In order to provide services via Remote service channels, Client identification is required – the information obtained as a result of identification must be reliable.

202. Unauthorized is a payment made without compliance with the requirements established by the legislation of the Republic of Kazakhstan and the Agreement.

The payment is authorized if the Payment card/Bank Account is not blocked, has not expired and the Payment card/Bank Account has been used in accordance with the Agreement and Internal documents of the Bank.

203. Protection against unauthorized payments is the implementation of security procedures defined by the Agreement and Internal documents of the Bank. Protection against unauthorized access to information constituting Bank secrecy, and the integrity of this information is ensured by controlling access and encrypting information when it is transmitted through data channels.

204. Upon detection of unauthorized access to the information constituting the Bank secret, its unauthorized modification, unauthorized payment or transfer of money, payment services and other unauthorized actions arising from the provision of services by the Bank, the Bank shall notify the Client no later than the next operational day after the detection.

205. In the case of a transaction using a Payment card/Bank Account without the consent of the Client, the Client is obliged to report the Unauthorized operation within 3 (three) operational days after its detection, but within the limitation period, which is calculated from the date of such operation.

206. The Bank debits money from the Bank Account in the amount of transactions carried out using the identification tool until the Bank receives the relevant request of the Client and/or until the Bank Account/Payment card is blocked by the Client.

207. The Bank has the right to block the Payment card/Bank Account after receiving information from the Client about the transaction using the Payment card/Bank Account without the consent of the Client and if the Bank has detected the Commission of an unauthorized payment or an attempt to make them.

208. The Bank shall consider the Client's requests, including for unauthorized payment, as well as in case of other disputes, within 30 (thirty) calendar days from the date of receipt of such requests.

209. The Bank shall return the money to the Client on a justified claim only after the money has been returned to the Bank, following the rules and regulations of the Bank and/or the IPS.

210. In the event of causing losses to the Client in the implementation of the unauthorized payment, the Bank is obliged to compensate damages in the amount of the unauthorized payment within 30 (thirty) calendar days from receipt of the respective request of the Client, subject to the Client will provide the documents confirming fault of the Bank in committing the unauthorized payment.

211. Remote service channels ensure the security and confidentiality of information transmitted through electronic communication channels.

212. The Bank shall ensure the storage of information on all Client's actions within 5 (five) years from the date of their execution in electronic form.

213. The Client agrees that the Bank is entitled to carry out photo/video surveillance unless otherwise provided by the rules of the Bank's provision of certain services, as well as telephone recording in its premises and on its devices in order to ensure the safety and proper maintenance of the Client without additional notice. Video recordings and recordings of telephone conversations can be used as evidence in proceedings.

214. The Bank may provide additional conditions, requirements for authentication, correctness, reliability of operations performed by the Client and necessary for the provision of services in order to increase the level of security against unauthorized payments, prevent fraud, prevent disclosure of confidential information or other illegal actions.

215. Client authentication in the Mobile application/Web-banking is carried out using password authentication. The login password is static and set by the Client.

216. Access to the Mobile application/Web-banking is blocked as a result of incorrect entry of the Client's Login password 3 (three) times in a row.

7. Other conditions for the provision of Electronic Banking Services

217. The Parties shall be liable for non-performance or improper performance of their obligations under the legislation of the Republic of Kazakhstan and this Agreement.

218. The Bank is liable for erroneously produced for Bank Account operation. The Bank's liability in this case is limited to the cancellation of an erroneous transaction.

219. The Bank shall not be liable for:

1) damage resulting from unauthorized use by third parties of Client Identification Tools, if such use was made possible through no fault of the Bank.

2) mistakes caused by the Client when drawing up the documents and indication of incorrect telephone numbers, details when using the electronic banking services;

3) impossibility of sending the messages to the Client, including Push-notifications, and receipt from the Client of SMS-requests (for impossibility of provision of SMS-messages), requests in the Mobile application, as well as if such impossibility was caused by the actions or inaction of the Client and/or the operator of communication with relation to available legal relation between them, as well as related to other actions of the Client, operator and other

third party and other reasons beyond the control of the Bank, and is not responsible for any damages, incurred by the Client as a result of action or inaction of the operator or other third party;

4) non-performance or delay in performance of the payments, occurred as a result of power outage, damage of the communication line, as well as the mistakes, incorrect interpretation and etc., occurring as a result of unclear, incomplete or incorrect instructions of the Client, non-performance or delay in performance of the payments by the third parties, as a result of violation by the Client of the Agreement's conditions and the requirements of the regulatory legal acts of the Republic of Kazakhstan, and on the other reasons that don't depend on the Bank;

5) for malfunctions of the Internet, post, communication networks, occurred beyond the control of the Bank and resulted to untimely receipt or non-receipt by the Client of the Bank's notifications and the Account statements from the Client's Account. The Bank is exempt from the property obligation in case of technical failure (outage/damage of the power and communication networks, malfunction of the Software, technical failure in the payment systems), resulted to non-performance by the Bank of the conditions of the Agreement;

6) in case if information about the Account, password, login, KSDI or the operations/payments made by the Client are become known to the third parties as a result of audit interception of the communication channels during their usage, hacking the operational system of a device, used by the Client, disclosure of confidential information by the Client, including in connection with the loss or transfer by the Client to the third parties of the number of mobile phone, tablet or other equipment, Software, using which an access to the service is made, authentication and verification of the Client, as well as use of the malfunctioning equipment, equipment with virus Software, at receipt of the services using the Mobile application.

220. The Client is responsible for all operations in the Mobile application performed by other persons with or without the knowledge of the Client, as a result of disclosure of information about the Means of identification by the Client.

221. The exchange rate used in the provision of Electronic banking services shall be determined in accordance with the exchange rate established by the Bank on the date of the transaction with the deduction of the Conversion fee in accordance with the Tariffs.

222. The condition of non-disclosure of information received from the Client by the Bank, as well as the procedure for filing claims and ways to resolve disputes arising from the provision of Electronic banking services by the Bank shall be determined in accordance with this Agreement.

223. The address of the Bank, including for addressing issues related to the provision of Electronic banking services, is specified in the Bank Details.

224. In case of reject of the Client from receipt of the electronic banking services it shall be made on the ground of a written application on reject. In addition, all financial and other obligation of the Parties shall be made in full.

8. Complaints. Dispute resolution procedure on issues related to rendering the Electronic Banking Services

225. Disputes and disagreements between the Parties on issues related to rendering the Electronic Banking Services shall be resolved by the Parties in manner prescribed by Section IX of the Agreement.

226. Upon arising the conflict and/or dispute situation the Parties shall do the following:

1) The Client sends a message in e-form by contact the Bank (branch, additional rooms of the Bank), or Call-Center of the Bank with indication of the address, telephone number, content of the complaint and other information;

2) the Bank shall consider the Client's request in the periods, prescribed by the legislation of the RK about the procedure of consideration of the applications of the citizens;

3) the Bank shall provide to the Client a response in written to the address, indicated in the message, sent to the Bank in the procedure, prescribed by the legislation of the RK.

227. In case of occurring of the dispute situation related to the electronic banking services, the Client shall notify the Bank about it in written form with attaching the documents that evidence a justification of the complaint (if any) during 30 (thirty) calendar days from the date of revealing the dispute situation. Non-receipt by the Bank of such notification from the Client during the indicated period shall be deemed as confirmation of correctness of making the payment service.

228. When making by the Bank of verification related to a dispute situation with aim to decrease in the risk of Unauthorized payments, the Bank, in the interest of the Client, may at its discretion, to take measures to stop the damages and expenses of the Client, including, temporary suspension of acceptance of the instruction for the Account.

229. If the Client's complaint related to the dispute situation was recognized by the Bank as justified, the Bank is entitled to payback the amount of expenditure operation or its equivalent.

230. The Bank shall payback money to the Client on the ground of justified reason only after money has been return to the Bank, with compliance of the standards and rules of the internal documents of the Bank and/or payment system.

231. In case if as a result of performed investigation at the Client's request related to a dispute situation the Client's complaint is recognized as unjustified, the Bank shall be entitled to request from the Client to pay on the ground of the actual price all expenses of the Bank related to performance of the investigation by the Bank for such dispute situation.

232. In case of revealing unjustified refusal from performance or improper performance of the instruction the

Bank shall payback to the Client the amount of actual damage that is not more than the amount of damaged incurred by the Client, evidenced by the documents. Performance of such payment exempts the Bank from performance of such instruction, at that, the Client is entitled to submit a new instruction.

233. Payment shall be performed during 90 (ninety) calendar days from the date of provision to the Bank the documents, sufficient for confirmation of the unjustified refusal from performance or improper performance of the instruction.

SECTION VIII. OPENING AND MAINTENANCE OF UNALLOCATED METAL ACCOUNT

1. Mode for opening and maintaining the Unallocated Metal Account

234. The Bank opens the Unallocated metal account for the Client on the basis of the Application submitted by the Client for opening the Unallocated metal account, when the Client submits to the Bank the documents required to open the Unallocated metal account in accordance with the legislation of the Republic of Kazakhstan.

235. The Client has the right to open one Unallocated metal account after joining the Agreement.

236. Unallocated metal account number is specified in the Application for opening the Unallocated metal account.

237. Provides, on behalf of the Client, the following types of services on the Unallocated Metal Account:

1) crediting on an unallocated metal account of Refined Precious Metals, by making a purchase by the Client of Refined Precious Metals;

2) debit from an unallocated metal account of Refined Precious Metals, by making a sale by the Client to Refined Precious Metals;

3) closing of unallocated metal account.

238. The purchase/sale of Refined Precious Metals is carried out only in multiples of troy ounces (the measure of weight of Refined Precious Metals, one troy ounce is equal to 31.1035 grams), by non-cash conversion using the Client's current accounts in national currency (tenge) and foreign currency (US dollars), opened in Bank.

239. When opening and using an Unallocated metal account, the Client:

1) presents a package of documents required to open an Unallocated metal account;

2) gives the Bank instructions to carry out operations on the Unallocated Metal Account in accordance with the legislation of the Republic of Kazakhstan and the Agreement;

3) pays for the Bank's services in accordance with the Bank's Tariffs;

4) gives the Bank its unconditional consent for the Bank to collect from all sources, process and distribute by the Bank any information about the Client, in the manner and under the conditions stipulated by the Agreement.

240. The commission fees for the Bank's services related to the conduct of operations on the Unallocated metal account is paid by the Client and is made in a non-cash order by debiting the Bank of such amounts from the current bank accounts of the Client.

241. By joining the Agreement, the Client agrees to withdraw money in accordance with this Agreement from the Client's bank accounts without additional consent/confirmation/instructions from the Client.

242. The minimum lot for buying/selling Refined Precious Metals is 1 (One) troy ounce.

243. Refined Precious Metals is credited/debited to/from an Unallocated metal account on the basis of the Client's instructions in the forms established by the Bank for the purchase/sale of Refined Precious Metals, in the manner prescribed by the legislation of the Republic of Kazakhstan and the Agreement within 2 (two) operational days from the date of receipt of the corresponding order. The purchase/sale of Refined Precious Metals on behalf of the Client is carried out at the price set by the Bank, respectively, for the sale/purchase of Refined Precious Metals at the time of such an operation.

244. In case of erroneous crediting of Refined Precious Metals to an Unallocated metal account, the Bank debits the erroneously credited Refined Precious Metals with subsequent notification of the Client by submitting an extract on the Unallocated metal account in the manner prescribed by the Agreement.

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

1) if the transaction is prohibited by the legislation of the Republic of Kazakhstan;

2) if the Client's order is executed in violation of the requirements established by the legislation of the Republic of Kazakhstan or this Agreement;

3) The Client has not secured the free balance of Refined Precious Metals on his Unallocated metal account and/or there is not enough money on the current account to carry out transactions on the Unallocated metal account and pay the commission due to the Bank for transactions with Refined Precious Metals;

4) if the Client's details are incorrectly indicated in the Client's order, etc.;

5) if there are sufficient grounds to believe that the Client's order may be regarded as unauthorized;

6) The Client has not paid the Bank the commission on time for servicing the Unallocated Metal Account;

7) other cases established by the legislation of the Republic of Kazakhstan.

The Parties establish that the visual conformity of the signature (s) on the Client's order with the sample declared by the Client in the document with the signature sample is considered to be a confirmation of its authenticity.

246. Acceptance/delivery of Refined Precious Metals from the Client/to the Client to/from the Unallocated metal account in physical form is not performed.

247. The Bank's obligations to return the Refined Precious Metals balances on the Unallocated Metal Account in the event of the forced liquidation of the Bank are not subject to mandatory guarantees.

2. Rights and Obligations of the Parties

248. The Client is obliged to:

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

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

249. The Client has the right to:

- 1) independently dispose of Refined Precious Metals located on the Unallocated Metal Account in the manner prescribed by the legislation of the Republic of Kazakhstan and the Agreement;
- 2) give instructions to the Bank to carry out operations within the operational day set by the Bank;
- 3) get acquainted with the Bank's Tariffs;
- 4) submit to the Bank an application for disputing the operation on the Unallocated Metal Account, reflected in the statement of the Account, within 30 (thirty) calendar days from the date of such operation;
- 5) receive statements on the Unallocated Metal Account about the balances and movement of Refined Precious Metals.
- 6) submit an Application at the Bank's branch or via the Remote Service Channels, by signing it in all ways (including identification methods) provided for in the Agreement.

250. The Bank has the right to:

- 1) request any documents provided for by the legislation of the Republic of Kazakhstan for opening an Unallocated Metal Account, as well as in accordance with the procedure established by the legislation of the Republic of Kazakhstan, require the Client to provide documents and information provided for by the legislation of the Republic of Kazakhstan, in order to verify compliance with the legislation of the operations carried out by the Client, including on the requirements of the legislation of the Republic of Kazakhstan on combating and legalization (laundering) of proceeds from crime and the financing of terrorism, as well as to ensure compliance with the current legislation of the Republic of Kazakhstan by the Bank itself;
- 2) not to execute the instructions of the Client in the presence of facts testifying to the violation by the Client of the norms of the legislation of the Republic of Kazakhstan and this Agreement, the technique of processing orders and the timing of their submission to the Bank;
- 3) not to execute the Client's orders if the Client does not provide the Refined Precious Metals balance on the Unallocated Metal Account sufficient for the execution of the Client's orders and/or the money on the current account necessary to carry out operations and pay the commission due to the Bank for performing operations with Refined Precious Metals;
- 4) include in the Client's orders additional information necessary for the Bank to process orders;

5) receive payment for the opening and maintenance of an Unallocated Metal Account, and the provision of other services under this Agreement in accordance with the Bank's Tariffs in the manner established by the Agreement;

6) if it is established that the Refined Precious Metals was credited to the Unallocated Metal Account (both independently by the Bank and upon notification by the Client), the Refined Precious Metals is withdrawn without the additional consent of the Client;

7) in case of non-receipt of the Client's claims on the transaction performed on the Unallocated Metal Account within 30 (thirty) calendar days from the date of its execution, consider the transaction as confirmed;

8) refuse to open an Unallocated Metal Account, it in cases and in the manner provided for by the legislation of the Republic of Kazakhstan in the field of combating legalization (laundering) of proceeds from crime and financing of terrorism.

9) independently close the Unallocated Metal Account, if there is no RPM in it and if the Client has not used it for more than 1 (one) year. Notification of refusal to execute the Agreement (in terms of maintaining an Unallocated Metal Account) is brought to the attention of the Client through the Communication Channel and (or) posting the relevant information on the Internet resource. An unallocated metal account is closed from the date specified in the notification, without the need to conclude any agreements between the Parties.

251. Require the provision of information about the Client, suspend/refuse to conduct transactions, terminate business relations with the Client in the manner provided for in sub-clauses 6)-12) clause 70 of the Agreement.

252. The Bank is obliged to:

1) acquaint the Client with the current Tariffs of the Bank;

2) open an unallocated metal account for the Client in Refined Precious Metals according to the application submitted by the Client, upon the provision of the necessary documents by the Client;

3) carry out operations on the Unallocated Metal Account in accordance with the legislation of the Republic of Kazakhstan, executed orders of the Client in the manner and terms established by the legislation of the Republic of Kazakhstan and the Agreement;

4) issue statements on the Unallocated Metal Account, receive orders from the Client and other banking operations and services – on the operational day set by the Bank;

5) guarantee the secrecy of the Unallocated Metal Account and operations on it in the manner and within the limits established by the legislation of the Republic of Kazakhstan.

253. The Bank is not liable for damage caused by non-performance or improper performance by the Client of the obligations established by sub-clauses 6) and 7) clause 248 of the Agreement.

3. Mutual settlements of the parties

254. If there is insufficient money in the current account for the Client to pay the fees for the Bank's services for maintaining an Unallocated Metal Account, the Bank directly debits any of the Client's bank accounts opened with the Bank in the manner prescribed by the legislation of the Republic of Kazakhstan.

255. If there is no/insufficient money on the Client's bank accounts opened with the Bank, the Bank has the right to withdraw the corresponding amounts from any bank accounts of the Client opened in any other banks (organizations carrying out certain types of banking operations) in the territory of the Republic of Kazakhstan and abroad, in the manner provided by the legislation of the Republic of Kazakhstan.

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

SECTION IX. FINAL PROVISIONS

1. Dispute resolution procedure

257. In terms of issues not regulated by this Agreement, the Parties shall be governed by the legislation of the Republic of Kazakhstan.

258. All disputes and disagreements arising in the process of conclusion and execution of this Agreement or related to it (including Unauthorized transactions) shall be considered by the Parties jointly within a period not later than 10 (ten) operational days.

259. All disputes related to the Agreement, not settled through negotiations, are subject to consideration at the option of the plaintiff/applicant in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (except for cases when, in accordance with the requirements of the civil procedural legislation, exclusive jurisdiction is established).

260. The Parties agree to accept data on transactions on electronic media as evidence in the resolution of disputes.

261. Mutual claims for settlements between the Client and third parties are considered directly by them, without the participation of the Bank.

2. The process of considering conflict situations (disagreements) related to the signing of electronic documents by the Client via EDS

262. During the formation, delivery, receipt, confirmation of receipt of electronic documents using EDS, conflicts may arise between the Bank and the Client.

263. In the event of a conflict situation, the Client must immediately, but not later than within 3 (three) operational days after the occurrence of a conflict situation, send a notification of the occurrence of a conflict situation to the Bank.

264. A notification (sent to the Bank's email address: info@jusan.kz) about the alleged existence of a conflict situation must contain information about the existence of a conflict situation and circumstances that, in the Client's opinion, indicate a conflict situation, as well as requirements to the Bank. The notification must contain the surname, name and patronymic, IIN, contact numbers, e-mail address of the Client.

265. The Bank checks for the existence of circumstances indicating the occurrence of a conflict situation, and sends, within the time limits established by legislation, information to the Client about the results of the check and, if necessary, about the measures taken to resolve the conflict situation.

266. After receiving the information by the Client:

1) the conflict situation is recognized as resolved in the working order if the Client is satisfied with the information received from the Bank and withdraws his claims specified in the notification;

2) if the Client is not satisfied with the information received from the Bank, the Client is obliged to notify the Bank about it.

267. In case of dissatisfaction of the Client with the provided answer, the Bank reconsiders the Client's notification of the conflict situation in accordance with the Bank's internal documents, and provides an answer within the time limits stipulated by the legislation of the Republic of Kazakhstan. If the Client is dissatisfied with the results of the reconsideration of the conflict situation, the conflict situation is resolved in court.

3. Confidentiality

268. Any information transmitted by the Parties to each other in connection with the Agreement, as well as the fact of the conclusion of the Agreement, are confidential and cannot be disclosed to third parties without 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 Agreement.

269. The Bank shall not be liable if the confidentiality was violated due to the Client's fault or the confidential information was known or became known to third parties from other sources.

270. When submitting the Accession Application, the Client agrees that in order to receive banking services, perform operations stipulated by the Agreement, the Bank is entitled to require disclosure of any information in accordance with the provisions of the legislation of the Republic of Kazakhstan, Bank Internal Documents establishing the need to comply with the disclosure level set out in them, and the Client undertakes to provide the Bank, upon its first request, with any information within the deadlines set by the Bank.

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

1) legal entities that are major participants of the Bank, other affiliated legal entities of the Bank; authorized state bodies, courts, law enforcement agencies (including bodies of inquiry and/or preliminary investigation, national security bodies) and other persons on the grounds and in the manner established by the legislation of the Republic of Kazakhstan, or in case of violation by the Client of obligations to the Bank, or in case of violation by the Client of the norms of the legislation of the Republic of Kazakhstan; any third parties to which the Bank assigns its rights of claim under the Agreement - all and any information, related to the Client and/or the Agreement and/or other agreements concluded between the Bank and the Client, including those that have ceased to be effective, constituting a banking secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secrets protected by law;

2) 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 recovery services, consulting, legal, audit and other services related to the implementation of payment and/or money transfer (including correspondent banks, payment card systems, etc.), to provide such third parties with the opportunity to fulfill their obligations to the Bank, shareholders and/or affiliates of the Bank, as well as for the implementation of its functions under the legislation of the Republic of Kazakhstan, - any information related to the Client and/or the Agreement and/or other agreements concluded between the Bank and/or the Client and/or third parties, including terminated, constituting a Bank secret, as defined by the legislation of the Republic of Kazakhstan, as well as commercial or other secret protected by law, which is necessary and sufficient for the proper provision of services to the Bank, shareholders and/or affiliates of the Bank, as well as for the implementation of its functions under the legislation of the Republic of Kazakhstan (provision of reports/reporting/information to the National Bank of Kazakhstan, state revenue bodies, as well as in other cases where there is a need/obligation to provide such information/data);

3) authorized state bodies of the Republic of Kazakhstan, foreign tax authorities, including the United

States (Internal Revenue Service) and foreign tax agents, any information relating to the Client and/or the Agreement and/or other agreements concluded between the Bank and the Client, including those that have ceased to be a banking 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 established by the United States of America Law "On Tax Regime Foreign Accounts of FATCA" (Foreign Account Tax Compliance Act), as well as in accordance with the requirements of the Multilateral Agreement of the competent bodies on automatic exchange of information about financial Accounts as per the Single Standard of Information Provision (CRS);

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

3. Validity period and conditions of termination of the Agreement

272. The Agreement shall be binding on the Parties from the date of accession of the Client to the Agreement for uncertain period.

273. The Agreement validity is terminated on the grounds and in procedure, prescribed by the Agreement and the legislation of the RK, including at the discretion of the Client on the ground and the Client's application, provided/sent to the Bank, subject to absence of unfulfilled obligations as per the Agreement (except for the cases when in case of their availability the termination of the Agreement is permitted) and the grounds when in accordance with the legislation of the RK termination of the Agreement is prohibited.

274. The Bank is entitled to refuse from performance of the Agreement, notified about it the Client not less than 30 (thirty) calendar days prior to planned date of the Agreement termination. In case of non-performance by the Client of the obligations prescribed by the Agreement, the Agreement shall be valid in appropriate part till the full performance by the Client of all obligations under the Agreement.

275. The Agreement may be terminated early at the Client's discretion subject to absence of the debt to the Bank under the Agreement subject to notification about it the Bank not less than 30 (thirty) operational days prior to the planned date of the termination of the Agreement.

276. The Bank is entitled to initiate making changes and/or additions to the Agreement, only in relation to products/services for which the legislation of the Republic of Kazakhstan does not establish restrictions by posting information on the Internet resource. Information about appropriate changes and/or additions shall be informed to the Client not later than 5 (five) operational days prior to the date of becoming effective of such changes and/or additions.

277. Non provision by the Client to the Bank the application on non-acceptance of the Agreement's conditions with taking note of the changes and/or additions during 5 (five) operational days from the moment of provision of information to the Client on making changes and/or additions to the Agreement, shall be deemed as consent of the Client with a new (changed and/or added) version of the Agreement and joint to it in general with taking note of changes and/or additions made, which will become effective from the date of expiration period of informing the Client about a new (amended and/or added) version of the Agreement.

278. The Client and any other acceding Party are obliged to familiarize themselves with the amendments to the Agreement; ignorance of the innovations in the Agreement does not relieve the Client or other acceding Party from obligations and liability for the execution of the Agreement. At the same time, the Bank will make every effort to notify the acceding Party of changes, new products and services, by all means established by the legislation of the Republic of Kazakhstan and the Agreement (Means of communication).

279. After making changes and/or additions to the Agreement, the Agreement shall stay valid as changed/added.

4. Other conditions of the Agreement

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

281. The Agreement shall be binding on the Parties, their successors and authorized representatives.

282. If any provision of the Agreement becomes null and void, becomes invalid or illegal, it does not affect the validity and legality of the remaining provisions of the Agreement. In such cases, the Parties shall make every effort to replace the invalid provision with a new one of legal significance.

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

284. The Client hereby confirms that with respect to personal data of subjects transferred and to be transferred in future by the Client to the Bank under the Agreement, as well as in other cases when, in accordance with the laws of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect and process

such personal data, the Client has previously received from the subjects of personal data that he provided, consent to the collection and processing of personal data, to transfer personal data to a third party, including the Bank, to collect and process them for cross-border transfer of personal data, regardless of the provision by the relevant foreign state of the protection of transmitted personal data, if such transfer is not prohibited or restricted by the legislation of the Republic of Kazakhstan.

If necessary, as determined by the Bank, the Client provides the Bank with documentary evidence of the consents collected by the Client from the subjects of personal data for collecting and processing personal data, for transferring personal data to a third party, including the Bank, for collecting and processing them by the Bank, for cross-border transfer.

Responsibility for the absence of the above consent rests 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.

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

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

287. In the event of force majeure circumstances affecting the performance by the Parties of their obligations under the Agreement, the Party for which these circumstances have arisen is obliged to notify the other Party of this no later than 3 (three) operational days from the moment of the occurrence of these circumstances. Otherwise, the Party for which force majeure circumstances have arisen is not entitled to refer to their existence and duration.

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

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

5. Anti-corruption clause

289. In the performance of its obligations under this Agreement, the Parties, their affiliates, employees or intermediaries:

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

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

290. Each of the Parties to this Agreement refuses to stimulate in any way employees/representatives of the other Party, including by providing money, gifts, donating works (services) addressed to them and by other means not listed in this clause of the other Party to a certain extent and aimed at ensuring that this employee/representative carries out any actions in favor of the stimulating Party.

Under the actions of an employee of the Bank, carried out in favor of the Client, stimulating the employee in the above ways, are understood:

1) provision of unjustified advantages to the Client in comparison with other Clients of the Bank;

2) providing the Client with any guarantees not provided for by the legislation and internal documents of the Bank;

3) acceleration of existing procedures;

4) other actions performed by the employee within the framework of his/her official duties, but contrary to the internal documents of the Bank and the principles of transparency and openness of relations between the Parties.

291. The Client hereby authorizes the Bank to record a telephone conversation between the Parties when the Client verbally addresses. The Parties also acknowledge that the sound recording of a telephone conversation between the Bank and the Client is a confirmation of the fact of an oral appeal of the Client to the Bank with a request to block/unblock the Payment Card, to remove/change/restore rest/the restriction and/or limits on the Payment Card bank Account, as well as when receiving information about the state of the bank account. The Client acknowledges that his/her claims specified in this clause of the Agreement, received by the Bank in another way (provided by the Bank), are also documents confirming the fact of the Client's application to the Bank.

292. The Client hereby confirms that:

1) has the authority to perform operations carried out under this Agreement, operations do not contradict the legislation of the Republic of Kazakhstan (are authorized);

2) Payment documents, on the basis of which operations are carried out, are issued/compiled in accordance with the requirements of the legislation of the Republic of Kazakhstan, established for registration of

Payment documents;

3) The Client determines the correctness of the execution of operations carried out under this Agreement, and, in the event of the execution of an unauthorized operation, informs the Bank about this within the period established by the Agreement.

293. The refund for the unauthorized operation is carried out by the beneficiary's bank in the manner prescribed by the legislation of the Republic of Kazakhstan.

294. For all disputes, the Client requests the Bank through Remote Communication Channels, sending a written message, or by personal request.

295. In cases not provided for in this Agreement, the Parties shall be governed by the laws of the Republic of Kazakhstan.

296. The Agreement is made in Russian and Kazakh languages. In the event of the discrepancy between texts of the Agreement in the Kazakh and Russian languages shall be governed by the text of the Agreement in the Russian language.

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

298. All notifications and requests under the Agreement shall be sent to the Client at the Bank's discretion in one of the following ways: by fax/e-mail/by SMS/Push notification/by mail/through the Mobile application/ Web-banking, by posting information on the Bank's Internet resource/by placing ads in the operational rooms of the Bank. In the absence of notification of changes in contact information provided by the Client, all notifications, requests, and requirements are sent to the last postal/electronic address or telephone number known by the Bank, and re considered to be properly sent/received and received by the Client, regardless of whether the Client is this address, whether the phone number/email address is used or not.

299. Any notification or request of the Client must be submitted in writing, except as otherwise provided in the Agreement. Such notice or request shall be deemed to have been duly sent to the Bank if it is sent by mail or courier to the address of the Bank.

Bank details:

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

BIN 920140000084

IIC KZ48125KZT1001300336 at RSU "National Bank of the Republic of Kazakhstan",

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