

**Approved by the decision of the Management  
Board of «Freedom Bank Kazakhstan» JSC  
dated June 18, 2024. Minutes No. 71  
(effective from July 1, 2024)**

**With amendments and additions**  
(Resolutions of the Management Board  
of JSC “Freedom Bank Kazakhstan”  
dated 26 November 2024 (Minutes No. 138),  
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(effective as of 20 February 2025),  
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(effective as of 17 June 2026)

**GENERAL CONDITIONS FOR  
CONDUCTING TRANSACTIONS, OPENING, MAINTAINING  
AND CLOSING BANK ACCOUNTS  
AND PAYMENT CARDS OF  
«FREEDOM BANK KAZAKHSTAN» JSC**

**Registration number: AO-08-13/260/ИД/18062024**

**Developer: Banking Process Development Department**

**Almaty, 2024**

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## **ARTICLE 1. GENERAL PROVISIONS**

- 1.1. These General Conditions for Conducting Transactions, Opening, Maintaining and Closing Bank Accounts and Payment Cards of «Freedom Bank Kazakhstan» JSC (hereinafter referred to as the General Conditions) govern the relationship between the Bank and the Client arising in connection with the opening, maintaining and closing of bank accounts and payment cards, making payments and transfers, accepting foreign exchange contracts, and other products/services of the Bank, including those described in the General Conditions.
- 1.2. The General Conditions have been prepared on the basis of the Applicable Legislation, Foreign Legislation, and the Bank's Internal Documents governing the opening, maintenance and closing of bank accounts and payment cards, the execution of payments and transfers, the acceptance of currency agreements, and other banking products/services, including those described in these General Conditions, and constitute an integral part of the Application(s) (Application for Account Opening / other applications for obtaining the Bank's products/services). By signing the Application(s) and the Agreements, the Client agrees and confirms that:
  - 1) the Bank has provided sufficient time for the Client to review the provisions of these General Conditions, the Rules on the General Conditions for Transactions of JSC «Freedom Bank Kazakhstan» (hereinafter – the Rules on General Conditions for Transactions) and the Bank's Tariffs;
  - 2) the provisions of these General Conditions fully correspond to the Client's interests and do not contain any provisions that are burdensome to the Client;
  - 3) the Client has received, read, understood and agreed to the provisions of the General Conditions, the Rules on General Conditions for Transactions, and the Bank's Tariffs in full, without any comments or objections, has fully adhered to them, and undertakes to strictly, timely and fully comply with all provisions of these General Conditions and the Rules on General Conditions for Transactions;
  - 4) the Client accepts and agrees to bear any possible adverse consequences arising from non-performance and/or improper performance of the provisions of these General Conditions;
  - 5) the Client is familiar with and agrees to the procedure and grounds for debiting/withdrawing funds from the Client's bank accounts and hereby gives irrevocable consent to the Bank to withdraw (debit) funds by direct debit from any of the Client's accounts in any currency opened and maintained with the Bank, in the amount of the outstanding indebtedness to the Bank in cases provided for by these General Conditions, as well as any other expenses and losses of the Bank related to the Client's breach of obligations under the General Conditions, as well as under any other obligations and/or transactions concluded with the Bank.
- 1.3. The Client independently determines the list of required accounts and/or services within the existing conditions for the provision of the relevant Bank product. The Bank charges the Client commissions only for those services that are actually rendered to the Client. Should the Client wish to receive other Bank services in addition to those provided for in these General Conditions, the relationship between the Client and the Bank shall be governed by special conditions, Agreements, and the Application for Account Opening and/or other applications for obtaining the Bank's products/services and their integral parts, as provided for by the Bank's Internal Documents, executed by the Parties, which form an integral part of these General Conditions and the provisions governing their observance.
- 1.4. The provisions of these General Conditions govern relations, including relations with persons related to the Bank by special relationships. In the event of amendments and/or additions to the standard terms of the Application/Agreement concluded with a person related to the Bank by special relationships, such terms shall be approved by the Bank's

Board of Directors. In accordance with the requirements of the Law of the Republic of Kazakhstan “On Banks and Banking Activity in the Republic of Kazakhstan”, the provision of preferential terms to persons related to the Bank by special relationships is prohibited.

1.5. General Conditions constitute an integral part of the Rules on the General Conditions for Transactions.

Refusal to conduct suspension of operations/transactions, as well as refusal to establish business relations or termination of business relations in accordance with the requirements of the Current Legislation are not grounds for civil liability of the Bank for violation of the terms of the relevant agreements (obligations).

## **ARTICLE 2. CLIENT'S APPLICATIONS AND WARRANTIES**

2.1. The Client hereby makes the following applications (assertions) and warranties, which are true and accurate on the date of signing the Application, Agreement and will remain so throughout the entire term of its validity or any extension, amendment, or addition thereof:

- 1) The Client shall not have the right to refer to the absence of his signature on the General Conditions as evidence that the General Conditions were not received by him;
- 2) The Client confirms that the operations/transactions carried out by him, the products/services of the Bank used by him are not related and/or will not be further related to:
  - a) using for the purpose of committing or assisting in the legalization (laundering) of proceeds from crime, financing terrorism and financing the proliferation of weapons of mass destruction and other aiding and abetting terrorism or extremism, evading procedures/measures provided for by the requirements of Current legislation;
  - b) the Client's engagement in illegal, fraudulent, unlawful or criminal activities, including those involving the provision and/or transfer of the right to use the Client's account to third parties who have no legal grounds to do so (including a Client's representative or authorized person);
  - c) purchase and sale, transportation, manufacture, storage, sale of items related to chemical, biological and nuclear weapons and their components, military items and medicines, substances that include not only drugs, but also other synthetic and natural substances that are toxic and potent substances;
  - d) the implementation of illegal production, trafficking and (or) transit of drugs, the implementation of operations on the territory of the Republic of Kazakhstan related to the implementation of operations with high risks of ML/FT, the implementation of operations on the territory of the Republic of Kazakhstan related to the further acquisition of unsecured digital assets on digital asset exchanges that are not members of the Astana International Financial Centre, providing services for the management of the digital asset platform, the implementation of payments and (or) money transfers in favor of electronic casinos and Internet casinos, as well as the implementation of payments and (or) money transfers by individuals under the age of twenty-one in favor of the organizer of the gambling business.
  - e) carrying out operations/transactions aimed at circumventing and/or failing to comply with the requirements stipulated by the Current Legislation, including in the area of AML/CFT, international economic sanctions of the USA, the European Union, the UN, the UK and/or these General Conditions and fully assumes the obligation to comply with them;
  - f) the implementation of operations related to the further acquisition of unsecured digital assets on digital asset exchanges that are not members of the «Astana»

International Financial Centre and provide services for managing the digital asset platform.

- 3) The Client is obliged to provide the Bank with up-to-date, complete and reliable information/package of documents/relevant written and/or oral explanations;
  - 3-1) The Client is obliged, at the Bank's request, to visit a branch of the Bank or provide remotely (via means of communication permitted by the Bank) information and documents in full on the reasons for the execution of suspicious/questionable transactions from the Bank's point of view and the sources of origin of funds for the operations performed.
- 4) The Client agrees to provide information on payments and (or) money transfers made by him to the law enforcement agencies of the Republic of Kazakhstan, the Authorized Body, the Agency of the Republic of Kazakhstan for Financial Monitoring and (or) currency control authorities in accordance with the requirements of the Current Legislation;
  - 4-1) The Client acknowledges and agrees that when servicing the Bank's branches, the Bank has the right to video and/or photograph the Client in order to identify him and confirm the fact of providing banking services, in accordance with the requirements of the Current legislation of the Republic of Kazakhstan and/or Internal documents of the Bank.
- 5) The Client is aware and agrees that when establishing/continuing business relations with the Client and/or performing/attempting to perform operations/transactions by the Client and/or in his/her favor, the Bank carries out due diligence of the Client (their representatives) and beneficial owners in accordance with the requirements of the Current legislation and/or the Internal documents of the Bank;
- 6) The Client is aware and agrees that the Bank has the right, at the time of the Bank's due diligence and/or in the context of compliance with the requirements of the Current Legislation, Foreign Legislation, and international economic sanctions, to impose temporary restrictions on existing bank accounts with the Bank, to suspend operations in accordance with the requirements of the Current Legislation, Foreign Legislation, and/or the Bank's Internal Documents;
- 7) The Client is aware and agrees that if the Client fails to submit to the Bank the supporting documents requested by the Bank orally and/or in writing, the corresponding written explanations, data, the Bank has the right, until the actual submission of the requested information to the Bank, to impose temporary restrictions on the bank accounts held by the Bank, to suspend operations in accordance with the requirements of the Current legislation and/or the Internal documents of the Bank;
- 8) For the purpose of executing a money transfer, the Client grants the Bank unconditional and irrevocable consent to disclose to correspondent banks, upon their request, confidential information relating to the Client that constitutes banking secrecy and other legally protected secrecy, including information on transactions conducted by the Client with the Bank through the Client's bank account(s), where such disclosure is necessary:
  - a) for the purposes of compliance with Current Legislation, Foreign legislation, international treaties, and intergovernmental agreements concluded by the Republic of Kazakhstan;
  - b) upon requests from the Bank's correspondent banks, where such correspondent banks have doubts regarding the legality of transactions conducted through the bank account (or other accounts opened with the Bank), or where such information is required by them to process transactions;
- 9) In the event the Bank requests information, explanations, or documents that are not in the Bank's possession but are required to be provided to a correspondent bank in

order to complete a money transfer, the Client undertakes to provide such information, explanations, or documents in a form, substance, and within the timeframe specified in the Bank's request and satisfactory to the Bank;

- 10) The Client is notified, acknowledges, understands, and accepts the risk that a correspondent bank is entitled to:
    - a) suspend money transfer for an indefinite period in order to obtain any additional information and documents necessary in relation to the transaction;
    - b) refuse to complete a money transfer without specifying the reasons for such refusal and return the funds to the Bank; in such case, the transfer fee shall not be refunded to the Client;
    - c) block the funds for an indefinite period, including on grounds related to international economic sanctions/restrictions of any countries that directly and/or indirectly apply to or affect the relevant transactions and/or render the execution of the transfer/payment impossible or difficult.
  - 11) The Client has read and unconditionally agrees that the conditions specified in this article and article 40 of these General Conditions apply to all types of banking products/services, including when conducting operations/transactions and in other cases.
- 2.2. The Client complies with all requirements of the Current legislation of a foreign state that affects the Bank's activities in the financial market and currently does not have any known legal claims, demands, or lawsuits from the state and its bodies, or other third parties.
  - 2.3. The Client uses the account in full compliance with the Current Legislation and does not submit it for management/ownership/ transactions to third parties.
  - 2.4. The Client agrees not to carry out transactions on the account related to entrepreneurial, legal, private notarial activities, as well as the activities of a private bailiff and professional mediator.
  - 2.5. Before signing the Application, the Client is duly informed of the liability for violating the Current Legislation, including those regulating issues of currency control, countering the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, a foreign state influencing the activities of the Bank, and the requirements of international economic sanctions.
  - 2.6. The Client is notified of the Bank's obligation to take all necessary actions stipulated by the Current Legislation and other authorized government agencies in the event of the Client's violation of the provisions of the Current Legislation, Foreign Legislation, these General Conditions, the Rules on the General Conditions of Conducting Transactions, and the Bank's Internal Documents, and to notify law enforcement and other authorized government agencies of such violation.
  - 2.7. The Client is aware that in case of failure to comply with the requirements stipulated by the Current Legislation, Foreign Legislation affecting the Bank's activities in the financial market, including in the field of combating the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, international economic sanctions of the USA, the European Union, the UN, the UK and/or these General Conditions, the Rules on General Conditions of Operations, the Bank's Internal Documents and/or in case of submission to the Bank of inaccurate/contradictory/falsified/incomplete information, and/or failure to submit to the Bank within the prescribed period a supporting package of documents/information, and/or submission to the Bank of a package of documents/information that does not correspond to the Bank's request, the Bank, on the basis of these General Conditions, the Rules on General Conditions of Operations, the requirements of the Current Legislation, a foreign state affecting the Bank's activities in the financial market, including in the field of combating the legalization (laundering) of proceeds from crime, the financing of terrorism and financing the proliferation of weapons of mass destruction, international

- economic sanctions, has the right to suspend the execution of an operation/transaction, acceptance/servicing of a foreign exchange contract and/or refuse to execute an operation/transaction, and/or terminate the business relationship with the Client unilaterally.
- 2.8. The Client is aware and agrees that refusal to carry out/credit, suspension of operations/transactions, as well as refusal to establish business relations or termination of business relations in accordance with the requirements of the Current Legislation, Foreign Legislation are not grounds for civil liability of the Bank for violation of the terms of the relevant agreements (obligations).
- 2.9. The Client hereby accepts and agrees that the Bank shall not be liable for damages, for the execution/non-execution of payment/transfer transactions, including for financial and/or legal consequences in connection with the execution/non-execution of a payment/transfer, for losses (damages) or costs incurred by the Client as a result of the execution/non-execution of a payment/transfer, for damages caused to the Client in the event of suspension/refusal to execute the Client's payment/transfer on the grounds of paragraph 40.11 of Article 40 of these General Conditions and taking into account the provisions of paragraph 243 of the Rules on the general conditions of transactions, as well as due to suspension/refusal to execute the Client's payment/transfer by the correspondent bank, and also accepts and agrees that it will not be able to demand a refund from the Bank for such payment/transfer transactions and/or reimbursement of costs due to the execution/non-execution of a payment/transfer.
- 2.10. The Client hereby grants the Bank permission to transfer information on certain foreign exchange transactions, the implementation of which may be aimed at withdrawing funds from the Republic of Kazakhstan, evading the requirements of the currency legislation of the Republic of Kazakhstan to currency control authorities and law enforcement agencies, as well as consent to the provision of other documents and information necessary for the Bank to monitor and study the transaction in accordance with the requirements of the AML/CFT Law.
- 2.11. All information provided by the Client for the purpose of fulfilling the Application and Agreement is true, complete and accurate.
- 2.12. The Client and/or his authorized representatives have all the necessary rights and powers to sign and execute the Application and the relevant Agreement (if any).
- 2.13. The Client's signing of the Application does not and will not conflict with the provisions of Current legislation, Foreign legislation, any agreements to which the Client is a party, or any decisions or orders of authorized government agencies. Any Application and the corresponding Agreement (if any) signed between the Bank and the Client in accordance with the General Conditions are legal, valid, and binding on the Parties.

### **ARTICLE 3. TERMS AND DEFINITIONS USED**

- 3.1. Capitalized terms used in the text of these General Conditions shall have the interpretation specified in this section, unless a different interpretation is contained directly in the text of the relevant Agreement and/or these General Conditions.  
Other terms and concepts used in these General Conditions shall have the meanings set out in Current Legislation and the Bank's Internal Documents.

<b>ABIS</b>	automated banking information system of the Bank
<b>AUTHORIZATION</b>	Issuer's permission to make a payment using a payment card
<b>CARD CANCELLATION</b>	invalidation of the Card, its withdrawal from circulation and cutting lengthwise and crosswise

	into four parts with mandatory violation of the integrity of the magnetic stripe / microprocessor
<b>AUTHENTICATION</b>	confirmation of the authenticity and correctness of the electronic document by using the security procedure established by the Bank
<b>BANK</b>	Joint Stock Company «Freedom Bank Kazakhstan», its branches/offices/structural divisions
<b>ATM</b>	an electronic-mechanical device that allows the Cardholder to receive cash and use other services of the Issuer using a payment card
<b>ACQUIRING BANK</b>	a bank, a branch of a non-resident bank of the Republic of Kazakhstan, or an organization carrying out certain types of banking operations that, in accordance with the terms of the agreement with the entrepreneur and/or the terms of the payment document drawn up by the entrepreneur when making a payment and/or transferring money using a payment card, are required to accept funds received in favor of the entrepreneur and/or perform other actions stipulated by the agreement with the entrepreneur. An acquiring bank is also a bank that issues cash and/or provides Cardholders who are not clients of this bank with other services for making payments and/or transferring money using payment cards
<b>BENEFICIARY</b>	the person in whose favor the payment and/or transfer of money is made
<b>BIOMETRIC IDENTIFICATION</b>	a procedure for establishing the identity of a Client in order to unambiguously confirm his rights to receive banking products/services based on his physical and biological characteristics
<b>CARD BLOCKING</b>	a complete or partial ban on making payments and/or money transfers using a payment card.
<b>BROKER</b>	a legal entity (resident/non-resident of the Republic of Kazakhstan) carrying out brokerage activities (with a valid license from the authorized body in the country of registration) and being a subject of financial monitoring with the sale of financial instruments to Clients.
<b>BROKERAGE ACCOUNT</b>	a personal account opened with a broker for the purpose of conducting transactions with financial instruments

<b>BANK'S WEBSITE</b>	The Bank's official website, open on the Internet at the following email address: <a href="https://freedombank.kz/">https://freedombank.kz/</a>
<b>FREEDOM CURRENCY</b>	The «Freedom Investment Currency» banking product is a unit of measurement in the form of a monetary equivalent of the underlying asset in the form of securities owned by the Client. The security is an ETN (Exchange Traded Notes, Issuer – FRHC Fractional SPC ltd., trade symbol – FRHC.ETN, ISIN – KZX000002001), secured by shares of Freedom Holding Corp. ticker FRHC
<b>VIRTUAL CARD</b>	A payment card designed for online payments. It represents the payment card details required for making payments on websites. A Virtual Card is typically issued electronically, without a physical medium. However, the Issuer may produce plastic cards for clients with the Virtual Card details printed on them. These cards lack some of the attributes of regular bank cards, such as a magnetic stripe or chip, a hologram, or the Cardholder's signature. This prevents Virtual Cards from being used for purchases in brick-and-mortar stores or for cash withdrawals from ATMs.
<b>INTERNAL DOCUMENTS OF THE BANK</b>	internal documents of the Bank, approved by the authorized body/person of the Bank in the manner established by the internal rules of the Bank, establishing, amending or terminating generally binding norms (rules) of conduct that are mandatory for compliance/application by employees of the Bank and its branches in the performance of their official duties
<b>ISSUANCE OF A PAYMENT CARD</b>	the process of transferring a payment card to the Cardholder by the Issuer and (or) providing the Cardholder with information about its details by the Issuer
<b>ACCOUNT STATEMENT</b>	the written statement reflecting credit/debit transactions on the Account (including the Payment Card Account) for a specified period and other information in accordance with the Current Law. The statement is sufficient evidence of transactions on account.
<b>REMUNERATION</b>	money accrued on the Deposit and paid by the Bank in the manner, amount and at the rate in accordance with the terms of the bank deposit

<b>ANNUAL (EFFECTIVE) REMUNERATION RATE</b>	the remuneration rate in a reliable, annual, effective, comparable calculation for services, calculated in accordance with the Rules for determining the amount and procedure for paying mandatory calendar, additional and extraordinary contributions, approved by the decision of the Board of Directors of JSC «Kazakhstan Deposit Insurance Fund» (minutes No. 18 dated July 9, 2021)
<b>DEBIT CARD</b>	a payment card that provides its Holder with the opportunity to make payments and (or) money transfers within the amount of money held in the client's bank account
<b>CURRENT LEGISLATION</b>	a set of regulatory legal acts of the Republic of Kazakhstan affecting the Bank's activities in the financial market, in force at the time of the operation/transaction and/or opening, maintaining, closing an account/registration of a foreign exchange agreement/provision of a product or service of the Bank
<b>CARDHOLDER</b>	An individual using a payment card in accordance with the agreement for issuing a payment card or, if the payment card is prepaid, an individual conducting transactions using it within the framework of the relevant banking products. The holder of a corporate payment card may be: an individual entrepreneur/authorized representative of an individual entrepreneur/legal entity – the account holder
<b>MONEY</b>	cash and non-cash money in any currencies
<b>DEPOSIT</b>	money transferred by the Client to the Bank on the condition of its return in nominal terms and payment by the Bank of remuneration for it in the manner prescribed by the relevant Application and these General Conditions
<b>DEPOSIT CARD</b>	A payment card (including digital cards) issued under the «Deposit Card» product, including «Deposit Card» sub-products, allowing the Cardholder to conduct card transactions within the Available Balance on the Payment Card Account, including access to funds deposited in Savings Accounts. The Deposit Card is issued in various currencies and linked to the Client's savings accounts, the balance of which accrues interest in accordance with the terms of the banking product.

<b>CHILDREN'S CARD</b>	a type of additional payment card issued by the Bank to a Child (an individual aged 5 (five) to 18 (eighteen) years) based on an application from the Parent Cardholder
<b>DYNAMIC IDENTIFICATION OF THE CLIENT</b>	A procedure for establishing the Client's identity to unambiguously confirm their rights to receive Electronic Banking Services, sign an application to open a bank account, and sign a banking service agreement using an OTP code.
<b>BANK DEPOSIT AGREEMENT (DEPOSIT APPLICATION)</b>	A document that regulates the placement of a Deposit based on these General Conditions, which govern the rights and obligations of the Client and the Bank in connection with making a Deposit and opening, maintaining, and closing a savings account, and the Deposit Application, which is an integral part of the General Conditions concluded between the Bank and the Client. The Deposit Application contains the individual terms of the Deposit, including, but not limited to, the interest rate, term, and amount of the Deposit.
<b>COMPREHENSIVE BANKING SERVICE AGREEMENT</b>	A standard agreement for comprehensive banking services for a legal entity, individual entrepreneur, private notary, private bailiff, lawyer, professional mediator, and farm enterprise at «Freedom Bank Kazakhstan» JSC
<b>TRUSTED PERSON</b>	a person who has a power of attorney from the Client to perform operations on the Account, drawn up using the methods provided for by the legislation of the Republic of Kazakhstan, or a person otherwise authorized to act on behalf of the Client
<b>TRUSTED NUMBER</b>	The Client's personal mobile phone number used for registration and connection to the Mobile App. The trusted number may be used by the Bank for informational and financial communication with the Client, including when signing documents for a service or banking product
<b>ADDITIONAL CARD</b>	a payment card issued by the Bank on the basis of an application from the owner of the primary Card, which grants the Cardholder and/or a third party the right to access the funds of the owner of the primary Card in his Account within the limit established by the requirements of the owner of the primary Card
<b>AVAILABLE BALANCE</b>	the amount of money, including the balance of the Client's money in the bank account

<b>LUMP-SUM PENSION PAYMENTS (hereinafter referred to as LSPP)</b>	pension savings formed through mandatory pension contributions (MPC), withdrawn by the MPC contributor (recipient of pension payments) from a single accumulative pension fund for the purpose of improving housing conditions and/or paying for treatment in the manner established by the Social Code of the Republic of Kazakhstan
<b>HOUSING PAYMENTS</b>	differentiated by region and family composition, money paid in the form of special cash support to recipients of housing payments from budgetary funds in exchange for the provision of official housing, as well as in cases stipulated by the Law of the Republic of Kazakhstan «On Housing Relations»
<b>AML/CFT LAW</b>	Law of the Republic of Kazakhstan «On combating legalization (laundering) of proceeds from crime, financing of terrorism» dated August 28, 2009, No. 191-IV
<b>LAW ON HOUSING RELATIONS</b>	Law of the Republic of Kazakhstan «On Housing Relations» dated April 16, 1997, No. 94
<b>LEGAL REPRESENTATIVE OF THE CHILD (PARENT)</b>	a parent, adoptive parent, guardian or trustee, foster parent, adoptive parent, or other person replacing him/her, who, in accordance with the Current Legislation, carries out the care, education, upbringing, protection of the rights and interests of a child, who is a Client of the Bank, Cardholder
<b>REGISTERED MOBILE PHONE NUMBER</b>	the mobile phone number provided to the Client by the Mobile Operator, specified by the Client in the Application for Electronic Banking Services, saved and used by the Bank when providing Electronic Banking Services
<b>CASH WITHDRAWAL REQUEST</b>	a preliminary request for cash withdrawal from Clients, in which the Bank receives prior notification from the Client in an accessible manner provided in accordance with these General Conditions
<b>APPLICATION</b>	Application for opening an account/issuing a Card/other applications within the framework of the relevant banking product/for receiving products/services of the Bank and its integral parts, provided for by the Internal Documents of the Bank, in connection with the opening, maintenance, closing, servicing of bank accounts/Payment card accounts, making payments and transfers, accepting for registration of foreign

	exchange contracts, other services set out in these General Conditions and provided by the Bank to the Client
<b>APPLICATION FOR OPENING AN ACCOUNT</b>	An application form of an individual, including the Client's personal data (in accordance with the requirements of the internal document regulating the rules of internal control for AML/CFT purposes), which is an appendix to the internal document regulating the rules for opening, maintaining and closing accounts of individuals, by signing which the Client accedes to the General Conditions, unconditionally accepts all the conditions for opening, maintaining and closing a Current Account/Payment Card Account
<b>INDIVIDUAL ENTREPRENEUR</b>	an individual who carries out business activities without forming a legal entity (including an individual entrepreneur, a private notary, a private bailiff, a lawyer, a professional mediator, a peasant (farmer) farm)
<b>FOREIGN LEGISLATION</b>	legislation of foreign countries that affect the Bank's activities in the financial market, including in accordance with the requirements of international economic sanctions
<b>INTERNET PAYMENT</b>	non-cash payment for goods/services on the Internet or when placing a postal or telephone order using the Card details
<b>INVESTMENT CARD</b>	a payment card (including a digital one) that allows you to carry out Card transactions around the clock within the Available Balance on the Payment Card Account linked to the Brokerage Account, in accordance with the terms of the banking product
<b>INFORMATION AND BANKING SERVICES</b>	banking services, including electronic ones, related to the provision by the Bank to the Client or a third party, upon the order and with the consent of the Client, of information on the balances and/or movements of funds in his bank accounts, on payments made and/or money transfers made on these accounts, and other information on the provided and rendered banking services at the request of the Client or upon the Application for opening an account signed between the Bank and the Client, in the manner prescribed by these General Conditions
<b>OTP CODE DELIVERY CHANNELS</b>	The Bank's methods for sending the OTP code to the Client, such as SMS, push notification, email

	(as part of the e-Residency project), WhatsApp and Telegram messengers, and Flash Call, as determined by the Bank and stipulated by these General Conditions. The Bank reserves the right to use the specified delivery channels, including as an alternative to SMS messages, in the manner determined by the Bank's internal documents and in accordance with established security procedures;
<b>FREEPAY CARD</b>	a payment card (including a digital one) intended for making payments to repay a microloan/installment/loan, to establish a credit limit provided by the Bank on its terms, as well as for other transactions in accordance with the terms of the banking product
<b>CARD MACHINE</b>	self-service terminal for user identification, storage and automatic issue/reissue (replacement), printing of a payment card
<b>CARD</b>	an electronic payment instrument that contains information that allows its Holder to carry out Card transactions through an ATM or other communication channels, or to carry out currency exchange and other transactions determined by the Issuer of the payment card and on its terms
<b>CARD OPERATION</b>	a transaction carried out using the Card or its details (Card number and expiration date/other details) for non-cash payment for goods and services of the TSE, cash withdrawal, as well as other transactions stipulated by the Current legislation, the rules of the international payment system, international banking practice, and the terms of the banking product
<b>PARENT'S CARD</b>	A multicurrency payment card designed to control Child Card payments, allowing the Parent to set limits/restrictions in the Mobile App and manage additional functionality in the Mobile App. The Child Card is linked to the Parent's Payment Card Account in accordance with the terms of the banking product
<b>CLIENT</b>	An individual – the owner of a bank account opened with the Bank in accordance with these General Conditions, as well as Cardholders receiving the Bank's services. Whenever references to the «Client» are used in the provisions of these General Conditions, it is assumed, given the context of the relevant provision, that in such cases the reference is to the Client and/or the Client's

	Authorized Representative, the user of the Remote Banking System, or the owner of the Safe Deposit Box.
<b>AUTHORIZATION CODE</b>	a unique combination of alphanumeric characters indicating a number assigned by the Bank or the relevant payment system, required to carry out Authorization
<b>CONVERSION</b>	the conversion of the value of one currency into another, carried out at the exchange rate established by the Bank
<b>ONLINE BANK</b>	A division of the Bank whose functional responsibilities include: consulting on banking services, including the provision of electronic banking services. Online Bank operates 24/7.
<b>CORPORATE PAYMENT CARD</b>	a payment card issued to an authorized representative of a legal entity or individual entrepreneur on the basis of a relevant agreement on the issuance and use of corporate payment cards concluded between the Issuer and the legal entity/individual entrepreneur who is the owner of the bank account
<b>LOAN AGREEMENT</b>	an agreement concluded between the Bank and the Client in accordance with the Bank's Internal Documents, regulating the rights and obligations of the Bank and the Client in connection with relations arising under Credit Cards
<b>CREDIT CARD</b>	a payment card that allows its Holder to make payments and/or transfer money within the amount of a bank loan provided by the Issuer under the terms of the relevant bank loan agreement (credit agreement) concluded between the Issuer and the Client
<b>CREDIT LIMIT</b>	the maximum amount of credit resources that can be provided to the Client within the framework of the relevant banking product
<b>LOGIN</b>	the Client's trusted mobile phone number, intended for the Client to log into the Mobile Application, specified during the registration procedure in the Remote Banking System
<b>SPENDING LIMIT</b>	the amount of money including the Credit Limit and the balance of the Cardholder's own money on the Account

<b>LIMIT ON INTERNET PAYMENTS</b>	the maximum amount within which Internet payments are allowed to be made during a given cycle
<b>CASH WITHDRAWAL LIMIT</b>	the maximum amount within which cash withdrawals are permitted using a payment card at ATMs and cash withdrawal points via POS terminals during a specified cycle.
<b>PERSON WITH DISABILITIES (hereinafter referred to as PWD)</b>	persons with a health disorder with a persistent impairment of bodily functions caused by diseases, injuries (wounds, trauma, contusions), their consequences, and disorders that lead to a limitation of life activities and the need for social protection.
<b>PEOPLE WITH LIMITED MOBILITY (hereinafter referred to as PLM)</b>	elderly people, people with disabilities, and people who have difficulty moving independently, receiving services, information, or navigating in space, including those using baby strollers and/or wheelchairs.
<b>INTERNATIONAL PAYMENT SYSTEM (hereinafter referred to as IPS)</b>	a set of technical and organizational measures that ensure non-cash payments between participants from different countries
<b>INSTANT CARD</b>	a payment card issued by the Bank without the identification data of the Cardholder (last name and first name) being applied to it, with a preliminary assignment of a number and expiration date, generation of a PIN code, issued to the Cardholder on the day of submission to the Bank of an application for the receipt of the Card
<b>MOBILE APPLICATION</b>	Remote access channel to the Remote Banking System – a software version designed for installation on mobile devices running Android and iOS operating systems, allowing access to the Remote Banking System via the internet from such mobile devices. The Bank hosts the mobile application exclusively through Google Play, AppStore, AppGallery, and other online stores, a list of which is available on the Bank's website.
<b>MULTI-CURRENCY CARD</b>	a payment card (including a digital one) that provides access to funds deposited in current accounts opened in different currencies
<b>MOBILE PAYMENTS</b>	non-cash payments initiated electronically in favor of an individual registered as an individual entrepreneur, a person engaged in private practice, or a legal entity in payment for the purchase of

	goods, performance of work, or provision of services, received through a Mobile Application or other equipment (device) designed to accept payments using a barcode
<b>UNAUTHORIZED PAYMENT</b>	a payment made in violation of the requirements for payment authorization in accordance with the Current Legislation and these General Conditions
<b>ACCOUNT NUMBER/ PAYMENT CARD ACCOUNT</b>	an individual identification code assigned by the Bank to the Client's account, consisting of twenty characters (symbols)
<b>IRREDUCIBLE BALANCE</b>	the amount of money that cannot be withdrawn from the Account until the expiration of the Deposit term or until the termination of the relevant Deposit
<b>GENERAL LIMIT FOR CARD TRANSACTIONS</b>	the maximum amount within which any Card transactions (including Internet payments) are permitted to be carried out during a given cycle
<b>ML/FT</b>	legalization (laundering) of proceeds from crime and financing of terrorism, financing the proliferation of weapons of mass destruction;
<b>OPERATOR</b>	A Bank employee whose job responsibilities include providing high-quality information on all incoming phone calls from Bank Clients and providing consultations about the Bank, its services and products, as well as the location of the Bank's ATM network and branches/offices. Operators are available 24/7.
<b>MOBILE OPERATOR</b>	a legal entity providing cellular communication services in the territory of the Republic of Kazakhstan
<b>OPERATIONAL DAY</b>	the period of time during which the Bank receives and processes instructions, orders to suspend the execution of instructions, or revoke such instructions
<b>PASSWORD</b>	A combination of numbers and letters used to log in to the Remote Banking System, which is automatically generated and assigned to the Client during the registration process. After first logging into the Remote Banking System, the Client has the option of setting a short access code (a unique combination of numbers) or using biometric parameters on their mobile device (fingerprint, facial image, etc.), which are necessary for quick access to the Mobile App.

<b>PASSWORD 3D SECURE/ SECURE/CODE</b>	a secret password used to identify the Cardholder when conducting online card transactions, which is used as an enhanced security layer for payment cards. 3D Secure technology allows the Cardholder to be identified when making online payments using an additional password known only to the Cardholder.
<b>PIN CODE</b>	personal identification number, an individual digital code used to identify the Cardholder when conducting Card transactions
<b>AML/CFT</b>	on combating legalization (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction
<b>SERVICE PROVIDER</b>	a legal entity that provides certain types of services to the population on a paid basis (utilities/cellular communications/television/Internet and other services)
<b>PREPAID PAYMENT CARD</b>	a payment card that allows the Client to make payments and/or transfer money within the amount of money previously deposited by the Client and recorded in the Bank's consolidated account
<b>TRADE AND SERVICE ENTERPRISE (hereinafter referred to as TSE)</b>	an individual entrepreneur or legal entity accepting payment cards of the Bank/acquiring bank to make non-cash payments for goods and/or services supplied by them, including via the Internet
<b>CLIENT'S REPRESENTATIVE</b>	a person who, when performing a transaction, acts on behalf of and in the interests or at the expense of the Client, whose powers are based on a power of attorney, agreement, act of an authorized state body or local government body and the Current legislation
<b>SMS SERVICE PROVIDER</b>	a legal entity that has entered into an agreement with the Bank for the provision of SMS services and has provided the Bank with an SMS gateway
<b>PAYMENT PROVIDER</b>	a legal entity that has entered into an agreement with the Bank for the provision of services and has provided the Bank with a set of software and hardware tools that allows the acceptance and processing of payments from the Client in favor of service providers with whom the legal entity has contractual relations
<b>SECURITY PROCEDURE</b>	a set of organizational measures and software and hardware tools for information security, designed

	to identify the Client when composing, transmitting and receiving electronic messages in order to establish his right to receive Electronic Banking Services and to detect errors and/or changes in the content of transmitted and received electronic messages
<b>PROCESSING CENTER (PC)</b>	a software and hardware complex that ensures the collection, processing and transmission of information generated during payments using payment cards, as well as performing other functions stipulated by agreements with participants in the international payment system
<b>CASH WITHDRAWAL POINT (hereinafter referred to as the CWP)</b>	branch/office of the Bank/acquiring bank (cash desk) for carrying out transactions for accepting and/or issuing cash using a payment card using plastic (via a POS terminal)/without using plastic
<b>WORKING DAY</b>	the period from 09:00 to 18:00 local time of the working day or another time determined by the Bank
<b>CARD DETAILS</b>	information contained on the payment card and (or) stored in the Issuer's information system, including the number, expiration date, name of the Payment Card System/other information, which allows for the identification of the payment card by its Cardholder and (or) the Issuer and the Payment Card System
<b>RISKS OF MONEY LAUNDERING, FINANCING OF TERRORISM AND FINANCING OF THE PROLIFERATION OF WEAPONS OF MASS DESTRUCTION (HEREINAFTER - ML/FT RISKS)</b>	risks of intentional or unintentional involvement of the bank in the processes of legalization (laundering) of proceeds from crime, financing of terrorism and financing the proliferation of weapons of mass destruction or other criminal activities
<b>ROTARY PAYMENTS</b>	payments for the purpose of renting housing, established in accordance with the legislation of the Republic of Kazakhstan in the field of civil service, for civil servants rotated to another locality in accordance with the Rules and terms for the rotation of civil servants, categories and positions of civil servants subject to rotation, approved by Decree of the President of the Republic of Kazakhstan dated December 29, 2015 No. 152
<b>RK</b>	Republic of Kazakhstan

<b>MARKET EXCHANGE RATE</b>	the exchange rate of the tenge to foreign currency, determined in accordance with the procedure established by the National Bank of the Republic of Kazakhstan jointly with the authorized state body regulating activities in the field of accounting and financial reporting
<b>SELF-EMPLOYED</b>	individuals (who are not individual entrepreneurs) - citizens of the Republic of Kazakhstan, candidates, who carry out one or several types of activities for which the application of a special tax regime for the self-employed is permitted, who do not use the labor of employees and whose income for a calendar month does not exceed 300 times the monthly calculation indicator in effect on January 1 of the relevant financial year.
<b>AUTHORIZED PAYMENT</b>	a payment made using a Card is considered authorized if, at the time of making the payment, the Card was not blocked by the Issuer, its validity period had not expired, and the Card was used to make the payment by its Holder in accordance with the internal rules of the Card system in which the payment was made
<b>SAVINGS ACCOUNT</b>	a bank account opened by the Bank for the Client on the basis of the Bank Deposit Agreement (Application for Opening a Deposit) and the General Conditions for accepting a Deposit, accruing interest on it and providing the Bank with services stipulated by the Current Legislation and the Internal Documents of the Bank
<b>SESSION</b>	the period of time during which the Client continuously uses electronic banking services in the Remote Banking System. During a single session, the Client is entitled to receive an unlimited number of Electronic Banking Services. In the event of a session timeout, re-logging into the Remote Banking System is accomplished by re-entering the login and password.
<b>SAFE DEPOSITARY</b>	a specially equipped room with safe deposit boxes (safes), each with its own unique number. A safe deposit box can be equipped with a mechanical, electronic-mechanical, or automated lock with an automated access system to the safe deposit boxes, provided using an identification card.
<b>SAFE OPERATIONS/SERVICES</b>	services provided by the Bank for the safekeeping of valuables, securities issued in documentary form, and documents of Clients, including the

	rental of safe deposit boxes
<b>SAFE BOX (SAFE)</b>	a safe deposit box built into a deposit column, leased by the Bank to the Client for storing Valuables
<b>INTERNET</b>	a communication network and a worldwide system of integrated computer networks for storing and transmitting information
<b>REMOTE BANKING SYSTEM FOR INDIVIDUALS (hereinafter referred to as the RBS SYSTEM)</b>	software accessible to the Client through the Mobile Application installed on a mobile device and allowing the use of the Mobile Application to receive Electronic Banking Services
<b>PAYMENT CARD SYSTEM</b>	a set of software and hardware tools, documentation and organizational and technical measures that ensure the implementation of payments and (or) money transfers using payment cards
<b>OGO Card</b>	a payment card/Card (including digital) that allows for 24/7 Card Transactions within the limits of the Client's available cash balance on the personal account opened with a partner (a legal entity, telecommunications operator that has entered into a partnership agreement with the Bank), in accordance with the terms of the banking product.
<b>STOP LIST</b>	a list of Cards prohibited for use and subject to confiscation upon presentation for servicing, generated by the IPS based on written requests from Issuers
<b>PARTY/PARTIES</b>	The Bank and/or Clients who have signed the Application for opening an account/other applications for receiving products/services of the Bank and its integral parts, provided for by the Internal Documents of the Bank in connection with the opening, maintenance, closing of accounts, making payments and transfers, accepting foreign exchange contracts for registration, providing banking products/services to the client
<b>SPECIAL ACCOUNT</b>	a special current account of an individual - a resident of the Republic of Kazakhstan, opened in the Bank, separately for the crediting of funds paid from the following money senders: <ul style="list-style-type: none"> <li>1) benefits and social payments paid from the state budget and/or the State Social Insurance Fund;</li> <li>2) pensions paid from the state budget and/or</li> </ul>

	<p>the Unified Accumulative Pension Fund and/or a voluntary accumulative pension fund;</p> <p>3) alimony (funds intended for the maintenance of minor children and disabled adult children);</p> <p>4) lump-sum pension payments from the Unified Accumulative Pension Fund for the purpose of improving housing conditions and/or paying for medical treatment;</p> <p>5) targeted assets and payments of targeted savings from the Unified Accumulative Pension Fund for the purpose of improving housing conditions and/or paying for education;</p> <p>6) compensation for material damage and provision of necessary assistance from the state budget to individuals affected by natural or man-made emergencies;</p> <p>7) housing and rotation payments.</p>
<b>ACCOUNT</b>	a current (including a payment card account) and/or savings account opened by the Bank for the Client on the basis of the Application, its integral parts and these General Conditions for the provision by the Bank of services stipulated by the Current Legislation and the Internal Documents of the Bank
<b>PAYMENT CARD ACCOUNT</b>	a current account in any currency, accessed through a payment card, opened by the Bank for the Client on the basis of an Application for opening an account, as provided for by the Current Legislation, these General Conditions and the Internal Documents of the Bank
<b>TARIFFS</b>	the Bank's tariffs, which determine the amount of remuneration and commissions of the Bank, charged for any provided banking services and transactions, valid at the time the Bank provides the service or conducts the transaction during the validity period of the Application for opening an account/other Applications/agreements joining these General Conditions
<b>SESSION TIMEOUT</b>	a period of time after which, if the Client fails to perform any actions in the Remote Banking System, the session is automatically terminated. The session timeout is 5 minutes by default and can be configured by the Client from 1 to 10 minutes.
<b>CURRENT ACCOUNT</b>	a bank account in any currency, including an account for the self-employed opened by the Bank for the Client on the basis of the Application for opening an account and these General Conditions,

	<p>which are an integral part of the bank account, regulating the rights and obligations of the Bank and the Client in connection with the opening, maintenance and closing of the Account/Payment Card Account, conducting transactions on it, and providing services stipulated by the Current Legislation and these General Conditions</p>
<p><b>TECHNICAL (UNAUTHORIZED) OVERDRAFT (hereinafter referred to as OVERDRAFT)</b></p>	<p>an overdraft is an amount spent in excess of the Client's own funds on the Payment Card Account, as well as in excess of the credit limit. The Bank's system may reflect both a negative balance on the Payment Card Account during the transaction day and an accumulated debt reflected in a separate account. An overdraft may arise due to exchange rate differences in transactions involving conversion, a difference between the authorization amount and the financial confirmation amount for a Card Transaction, transactions without prior online authorization in the Bank's card system, transactions submitted by acquiring banks late in accordance with the submission deadlines established by the IPS rules, erroneous/double debiting of amounts from the Payment Card Account, transactions carried out as a result of a technical failure in the Remote Banking System, etc.</p>
<p><b>3D SECURE TECHNOLOGY</b></p>	<p>a technology developed by IPS to provide enhanced security for online payment card transactions. The security standard of MASTERCARD Worldwide, which supports 3D Secure technology, is called «MASTERCARD SecureCode», while the security standard of Visa IPS, which supports 3D Secure technology, is called «Verified by Visa»</p>
<p><b>TOKEN</b></p>	<p>a digital representation of the Card details, which is generated and stored in encrypted form in a dedicated secure area on the mobile device on which the tokenization process was performed, including that created when connecting the Card to Click to Pay and used instead of the Card number (PAN) when performing transactions.</p>
<p><b>TOKENIZATION</b></p>	<p>the process of replacing confidential Card details with a special digital equivalent (token). This is accomplished through confirmation by the Cardholder by entering an OTP code sent by the Bank via one of the OTP code delivery channels provided for in these General Conditions.</p>

<b>NOTIFICATION</b>	messages of the Parties, notifications, documents, correspondence and other information sent in the ways stipulated by these General Conditions, Current Legislation, the Application for opening an account, and the Bank's Internal Documents
<b>INSTRUCTION</b>	an order from the initiator of a payment and/or money transfer to the Bank to make a payment and/or money transfer, which is expressed in the form of an order, a request, or in the form of the Client's consent when using an electronic payment facility or a remote access system
<b>AUTHORIZED PERSON</b>	a person duly authorized by the Client or by the Current Legislation to open and conduct transactions on the Client's Account that do not contradict the Current Legislation
<b>AUTHORIZED BODY</b>	an authorized state body of the Republic of Kazakhstan that, within the limits of its competence, regulates and supervises the provision of services by banks
<b>PARTICIPANT IN THE PAYMENT CARD SYSTEM</b>	an individual or legal entity that, in accordance with the relevant concluded agreement, transfers, processes and (or) executes a payment document drawn up when making payments and (or) money transfers using a payment card of a certain Payment Card System
<b>VALUABLES</b>	cash, precious metals and stones, jewelry, antiques, securities, as well as other valuables and documents, except for items prohibited for storage in accordance with the requirements of Current legislation and Internal documents of the Bank
<b>DIGITAL CARD</b>	a type of payment card issued remotely through remote service channels/Remote Banking System, designed to perform Card transactions online (via the Internet) without the use of a physical medium (by transmitting Card details)/Card transactions using a token (the ability to perform transactions without using Card data)
<b>ELECTRONIC BANKING SERVICES</b>	services related to the Client obtaining/accessing his/her bank account(s) to obtain information about the amount of money in the bank account(s), transactions conducted on the bank account(s), making payments and money transfers and/or performing other types of banking operations provided by the Bank via telecommunications lines or other types of communication. Electronic

	banking services are divided into information banking and electronic payment services related to making payments and/or money transfers, foreign currency exchange transactions using a bank account and performing other types of banking operations not related to information banking services
<b>ELECTRONIC SIGNATURE (hereinafter referred to as EDS)</b>	<b>DIGITAL (hereinafter referred to as EDS)</b> a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and the immutability of its content
<b>ISSUER</b>	a bank that issues payment cards, including the Bank
<b>CVV/CVC CODE</b>	(Abbreviation of the English phrase Card Verification Value / Card Verification Code) is a three-digit identification code intended to identify the Cardholder when paying for goods and services on the Internet
<b>CASHBACK</b>	Income credited by the Bank to the Client's Bonus account for completing a Transaction/Operation (except for payments specified in paragraph 15.107 of these General Conditions) and/or possible Special Offers from the Bank and/or Promotions from the Partner, which can be received by him upon fulfilling the conditions of the Special Offers from the Bank and/or the Partner's Promotion, reflected in the equivalent of the Freedom currency (ETN), except for cases when the Bank has established the accrual of Cashback in the national currency - tenge for certain categories of Clients, which can be spent by him on the terms and in the manner in accordance with the conditions of provision in accordance with the Rules of the loyalty program of «Freedom Bank Kazakhstan» JSC and reflected in the Bank's Tariffs on the website <a href="https://freedombank.kz/">https://freedombank.kz/</a>
<b>Click to Pay (CTP)</b>	an online service for secure payment of goods and services on the Internet, based on tokenization technology and provided within the framework of the Visa and/or EMVCo Secure Remote Commerce international payment system infrastructure
<b>E-MAIL</b>	the Client's email address, which can be used by the Bank to send the OTP code and notifications in cases stipulated by these General Conditions within (the framework of the e-Residency project)

<b>FATCA</b>	The Foreign Account Tax Compliance Act (FATC) is implemented in Kazakhstan through an agreement between the Governments of Kazakhstan and the United States of America to improve international tax compliance.
<b>FLASH CALL</b>	an incoming phone call made by the Bank to the Client's trusted phone number, in which an OTP code is sent to the Client
<b>E-RESIDENCY</b>	a government program providing non-residents with online access to government and business services in the Republic of Kazakhstan, including the ability to remotely register a business within the jurisdiction of the «Astana» International Financial Center
<b>Passkeys</b>	authentication methods on the Cardholder's device (fingerprint, face recognition, device code and other methods)
<b>OTP CODE</b>	a one-time verification code, a unique sequence of electronic digital characters created by the Bank's software and hardware upon the Client's request and sent to the Client via one of the OTP Code Delivery Channels provided for in these General Conditions. It is intended for one-time use when providing access to electronic banking services to the Client.
<b>POS TERMINAL</b>	(abbreviation of the English phrase Point of Sale) an electronic device used to make non-cash payments using Cards in a TSE and to issue cash at a CWP
<b>PUSH NOTIFICATION</b>	a notification intended for one-time use when providing the Client with electronic banking/payment and other electronic services in the Mobile Application, as well as a method of distributing information sent by the Bank to the Client's trusted device via the Internet, including for sending OTP codes, informational and advertising messages
<b>SMS NOTIFICATION</b>	a service related to the provision by the Bank to the Client of information on Card transactions, payments and money transfers made and other information by sending SMS messages to the Registered mobile phone number without the Client making a separate request on the basis of an application signed by the Client to connect to the SMS notification service in the form determined by

	the Bank's Internal Documents and an agreement or on the basis of verbal consent by telephone to connect to the SMS notification service during an incoming/outgoing call to the Client
<b>SMS MESSAGE</b>	a short text message in an established format, transmitted by the Bank through an SMS service provider to the Customer's registered phone number
<b>SMS GATEWAY</b>	a set of software and hardware tools that ensures the exchange of information between the Bank and the SMS service provider, as well as allows the Bank to send SMS messages to a Registered mobile phone number in the network of the Mobile Operator.
<b>UPI Card<sup>2</sup></b>	a payment card with a multicurrency function, issued by the Bank to individuals and intended for performing Card transactions.

## **SECTION I OPENING, MAINTENANCE AND CLOSING OF A CURRENT ACCOUNT**

### **ARTICLE 4. OPENING OF CURRENT AND SPECIAL ACCOUNTS**

#### **§ 1 OPENING AND MAINTAINING A CURRENT ACCOUNT**

- 4.1. The Client shall provide the Bank with a completed Application for opening an account on paper or sign the corresponding application for opening an account in the Remote Banking System using an electronic digital signature, or, when using Dynamic Identification for remote servicing as part of opening digital products, by entering an OTP code sent to the Client via one of the OTP code delivery channels provided for in these General Conditions or using remote access tools in the Bank's Remote Banking System, which are legally equivalent to receiving documents on paper, executed in accordance with the requirements of the Current Legislation.
- 4.1-1. When opening an Account/Payment Card Account for a non-resident of the Republic of Kazakhstan, the Bank is obliged to:
- 1) check the Client's documents confirming the validity of their presence in the Republic of Kazakhstan, which include, taking into account the applicability by type of client and (or) type of account, but not limited to:
    - passport with a stamp indicating crossing the state border of the Republic of Kazakhstan;
    - registration certificate for assignment of an individual identification number;
    - a copy of the application submitted to the authorized government agency for the issuance of a permit to a labor migrant;
    - a notarized copy of the employment contract or training contract;
    - a notarized copy of a foreigner's residence permit in the Republic of Kazakhstan;
    - a copy of the receipt for payment of the advance payment of individual income tax.
  - 2) conduct an analysis of the questionnaire completed by the Client.
- 4.1-2. When establishing business relations and when a client changes the subscriber number of a cellular communication device or the subscriber device of a cellular communication used to access electronic banking services, two-factor identification (authentication) of the client is applied with mandatory biometric identification.

- 4.2. The Client grants the Bank the right to use documents generated and submitted by them in accordance with the procedure and under the conditions specified in Article 21 of these General Conditions, equally with paper documents/instructions. The Client bears full responsibility for the content of such documents/instructions sent to the Bank for execution via the Remote Banking System.
- 4.3. The Bank will make a decision on whether to open or refuse an Account/Payment Card Account within 10 (ten) business days of the Client's submission of a complete set of documents. This period may be extended by the Bank to 45 (forty-five) calendar days if the Account Opening Application specifies that the source of funding for transactions conducted on the Account/Payment Card Account being opened is borrowed funds. The Bank may refuse to open such an account without prior notice if, within the period extended in accordance with this clause, the Bank has not issued a loan to the Client by crediting funds to such account.
- 4.4. The Bank has the right to refuse the Client to open an Account/Payment Card Account in the cases provided for in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions.
- 4.5. The Bank does not accept the Application/Application for opening an account:
  - 1) containing unclear instructions;
  - 2) not completed or signed by the Client/Authorized Person;
  - 3) not containing information required by the Current legislation;
  - 4) containing incorrect information;
  - 5) filled in pencil;
  - 6) containing corrections;
  - 7) containing instructions on conducting operations that violate Current legislation;
  - 8) in other cases stipulated by the Current Legislation and the Bank's Internal Documents.In these cases, the Bank returns such statements to the Client unexecuted. The Bank shall not be liable for any consequences arising from the Bank's refusal to execute such instructions.
- 4.6. After checking the documents submitted by the Client and making a positive decision on opening, the Bank opens an Account/Payment Card Account and assigns an individual identification code.
- 4.7. The terms of service of the Account/Payment Card Account shall come into force from the moment of opening of such an account and shall remain valid until its termination in the manner and cases established by the Current Legislation.
- 4.8. The Bank undertakes to accept funds received in favor of the Client, executes the Client's instructions to transfer (issue) sums of money from the Account/Payment Card Account to the Client or third parties, and provides the Client with other services stipulated by the Current Legislation and these General Conditions, except for the cases specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions.
- 4.9. By signing the Application/Application for opening an account, the Client fully accepts and agrees to the provisions of the General Conditions and also confirms that all provisions of the General Conditions and the Application/Application for opening an account fully comply with the interests and will of the Client.
- 4.10. The Client undertakes to pay for the services provided by the Bank in the manner and under the conditions stipulated in the Application for opening an account, these General Conditions and Tariffs.
- 4.11. The Bank reserves the right, at its sole discretion and without further approval from the Client, to amend the list of documents required to open/maintain/close an Account/Payment Card Account, or issue and service a Card, in order to comply with the requirements of Applicable Law and/or the Bank's Internal Documents. If additional documents are required, the Client, by accepting these General Conditions, expresses

their consent and undertakes to provide them within the timeframe specified by the Bank, in accordance with the list specified by the Bank.

- 4.12. In the event of changes to personal data and/or information related to the Account/Payment Card Account (including, but not limited to, changes in the legal status of the company, the names of persons authorized to sign on behalf of the Client, etc.), the Client is obligated to notify the Bank within two (2) business days, enclosing copies of documents confirming such changes, and to provide the original documents for verification. Any such changes become effective for the Bank only after the Bank receives the notification and the relevant supporting documents.
- 4.13. The Account/Payment Card Account opened for the Client is used to accept, transfer, and issue money to the Client or third parties at the Client's direction, and to provide other services stipulated by the Current Legislation.
- 4.14. In accordance with the Current Legislation, the balances of funds on Accounts/Payment Card Accounts of individuals are subject to mandatory guarantee (insurance) of deposits in accordance with the Law of the Republic of Kazakhstan «On compulsory insurance of deposits, placed in second-tier banks of the Republic of Kazakhstan». The Client confirms that he/she has been informed of the Bank's participation in the mandatory deposit guarantee system and has also read the Notification form of an individual client who has entered into a bank account agreement and (or) a bank deposit agreement, regarding the terms and procedure for paying out the guarantee compensation, including the transfer by the organization implementing the mandatory deposit guarantee of the unclaimed compensation amount to an individual pension account for recording voluntary pension contributions, opened in the manner prescribed by the legislation of the Republic of Kazakhstan on social protection, which are posted on the official website of the Bank at <https://freedombank.kz/>, as well as with the certificate of the Bank-participant in the mandatory collective guarantee (insurance) system of deposits of individuals.
- 4.15. The Client agrees that remuneration for the use by the Bank of funds deposited in the Account/Payment Card Account is not accrued or paid to the Client.
- 4.16. The Bank carries out the following types of transactions on the Client's Account/Payment Card Account:
- 1) acceptance/crediting of funds in favor of the Client;
  - 2) execution of the Client's orders for the transfer of money in the manner prescribed by the General Conditions;
  - 3) issuance of cash to the Client in the manner prescribed by the Current Legislation, the General Conditions and the Internal Documents of the Bank;
  - 4) execution of orders from third parties to withdraw the Client's funds on the grounds provided for by the Current Legislation and/or these General Conditions.
- 4.17. By signing the Application/Application for opening an account, the Client gives consent to the Bank to inform the Client about new/changed types of banking services and their conditions, by means of the Bank sending advertising and informational messages in the manner prescribed by these General Conditions, to a mobile phone number, e-mail.
- 4.18. By signing the Application/Application for opening an account, the Client gives his/her unconditional and irrevocable consent to the Bank to debit funds from the Current Account/Payment Card Account, as well as from any other bank accounts of the Client opened with the Bank and/or other banks, organizations that carry out certain types of banking operations by debiting the Client's bank accounts or in any other way not prohibited by the Current Legislation in the following cases:
- 1) erroneous crediting of funds by the Bank to the Client's Account/Payment Card Account;
  - 2) receipt from the sending bank of a notification about an Unauthorized Payment

- received by the Client;
- 3) crediting funds to an Account/Payment Card Account based on counterfeit payment documents in the presence of documents confirming the forgery and the presence of an Application and the consent of the Client;
  - 4) failure to fulfill or improper fulfillment by the Client of monetary obligations under the Account/Payment Card Account or under other transactions concluded between the Bank and the Client;
  - 5) repayment of the Client's commission debt in accordance with the Tariffs;
  - 6) occurrence of an Overdraft on an Account/Payment Card Account;
  - 7) write-off/refund/withholding of the accrued/paid Cashback amount in the event of a full or partial cancellation/return of a Card transaction (return of goods purchased with a Card or refusal of a service paid for with a Card), with the exception of special current accounts;
  - 8) failure to receive reimbursement from the sending bank for the amount of an incoming transfer Card transaction when the Bank has previously credited such amount to the Payment Card Account;
  - 9) receipt from the recipient bank of a notification of the success of the outgoing transfer Card transaction, if the Bank has previously returned such amount to the Payment Card Account.
- 4.19. The Parties hereby agree and confirm that the execution of any expenditure transactions/debit actions on the Current Account/Payment Card Account in tenge and foreign currency, as well as the replenishment of the Current Account/Payment Card Account in foreign currency by a third party on behalf of the Client, is possible only if all of the following actions are performed:
- 1) A power of attorney on behalf of the Client to a third party must be notarized and contain a list of transactions/actions that the third party is entrusted to perform on behalf of the Client;
  - 2) Either Party has the right to terminate the relationship regarding the Account/Payment Card Account unilaterally by notifying the other Party in writing 5 (five) business days prior to the expected date of such termination.
- 4.20. For Client Representatives/Authorized Persons, the authority of such persons to act on behalf of and/or in the interests of the Client is additionally verified. For Clients with whom the Bank has established a business relationship through a Client Representative acting on behalf of the Client based on an issued power of attorney, the Bank additionally conducts biometric identification of the Client prior to processing debit or credit transactions. In this case, the Client (Account Holder) must independently register and undergo biometric identification in the Mobile App.
- 4.21. Upon termination of the Account/Payment Card Account servicing relationship, the Client and the Bank are obligated to fully fulfill all remaining instructions and obligations arising from the Account Opening Application but not fully completed as of the date of termination. The Client agrees that the Bank has the right to set off all claims it may have against the Client.
- 4.22. The balance of funds on the Account/Payment Card Account shall be paid to the Client in cash, if permitted by the Current Legislation, transferred to another account with the Bank or another bank upon the Client's written instruction, or debited by the Bank to the Bank's income upon the Client's written instruction, or other instructions of the Client shall be executed that do not contradict the Current Legislation. At the request of the Bank, the Client shall, within 3 (three) business days from the receipt of such request from the Bank, provide the Bank with written instructions on the transfer to another account with another bank and/or the withdrawal of the balance of funds on the Account in cash;
- 4.23. In the event that there was no movement of funds on the Account/Payment Card

Account (including expired Cards (except for Deposit Cards)) (note: transactions to withdraw the Bank's commission for account maintenance do not apply to movement of funds) (if any) and/or there were no funds on such account for 1 (one) calendar year, the Bank shall notify the Client by any available means provided for in these General Conditions of the absence of funds and movement of funds on such account and of its closure upon expiry of 3 (three) months from the date of Notification. If the Client fails to resume operations on such account within 3 (three) months from the date of the Notification, the Bank shall unilaterally terminate and discontinue the servicing relationship for such account and close such account (except for savings account/accounts intended for the crediting of benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the unified accumulative pension fund, and (or) the voluntary accumulative pension fund, as well as alimony (money intended for the maintenance of minors and disabled adult children), compensation for material damage and the provision of necessary assistance from the state budget to individuals affected by a natural or man-made emergency, target assets, payments of target savings from the unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for education.

- 4.23-1. If there has been no movement of funds on the Account/Payment Card Account opened with a Deposit Card (regardless of the expiration date) (note: transactions to withdraw the Bank's account maintenance fee are not considered movement of funds) (if any) and/or there have been no funds on such account for 1 (one) calendar year, the Bank shall notify the Client by any available means provided for in these General Conditions of the absence of funds and movement of funds on such account and of its closure after 3 (three) months from the date of sending the Notification. If the Client does not resume transactions on such account within 3 (three) months from the date of receipt of the Notification, the Bank shall unilaterally terminate and discontinue the account servicing relationship and close the account.
- 4.24. If, within 3 (three) months from the date of sending the Notification by the Bank to the Client, the Client does not resume transactions on the Account/Payment Card Account (taking into account Cards with expired validity period), as well as Deposit Cards ((regardless of the validity period), if there is a balance of money on such Client account (except for accounts intended for crediting benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the unified accumulative pension fund, and (or) voluntary accumulative pension fund, compensation for material damage and provision of necessary assistance from the state budget to individuals affected by an emergency of a natural or man-made nature, target assets, payments of target savings from the unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for education, as well as alimony (money intended for the maintenance of minors and disabled persons (adult children)), the Bank has the right to transfer the remaining funds to the notary's deposit in accordance with the Current Legislation and close such an account without an additional application to close the account.
- 4.25. In the event that any debt arises on the Client's Account/Payment Card Account for servicing the Account/Payment Card Account within the framework of the General Conditions, the Client hereby grants the Bank the right (consent) to provide any third party, without notifying the Client, for the purpose of receiving services for pre-trial debt collection and settlement, as well as the collection of information related to the debt, debt collection, including assignment, the following information about the Client:
- 1) any information about the Client available to the Bank;
  - 2) the amount of his debt to the Bank under these General Conditions;
  - 3) any conditions of these General Conditions and security agreements concluded to

secure the Client's obligations

- 4.26. In the event that any debt arises in connection with the servicing of the Client's Account/Payment Card Account within the framework of these General Conditions, the Bank shall have the right to transfer the rights of claim for the debt incurred by the Client for the use of the Account/Payment Card Account to the Bank for pre-trial collection and settlement to third parties, including collectors, without notifying the Client of such transfer.
- 4.27. The suspension of debit transactions on bank accounts or the seizure of funds in a bank account shall be carried out in accordance with the Current Legislation on the basis of decisions and (or) orders of authorized state bodies or officials on the suspension of debit transactions on the client's bank account or information from the authorized body on organizations and individuals included in the list of organizations and individuals associated with the financing of terrorism and extremism, and (or) in the list of organizations and individuals associated with the financing of the proliferation of weapons of mass destruction, as well as the list of persons involved in terrorist activities, as well as a temporary restriction on the disposal of property on the basis of acts on a temporary restriction on the disposal of property, the seizure of funds in the bank account of the sender of money, on the basis of acts on the seizure of the client's money are carried out in the manner and in the cases stipulated by the Current Legislation.
- 4.28. The resumption of spending operations on bank accounts is carried out after the withdrawal by an authorized state body or official of a decision and (or) an order to suspend spending operations on a bank account, as well as in cases provided for by Current Legislation. The seizure of the money held in the client's bank account is lifted on the basis of a corresponding written notification from the person entitled to seize the client's money on the cancellation of the act of seizure previously adopted by him or after the Bank executes a collection order submitted in execution of the previously seized money held in the bank account, as well as in cases stipulated by the Current legislation.
- 4.29. The imposition of an arrest, suspension of expenditure transactions, temporary restrictions on the disposal of property, restrictions on transactions and other operations with property are not permitted for the following bank accounts:
- 1) intended for the crediting of benefits and social payments paid from the state budget and (or) the State Social Insurance Fund, housing payments, one-time pension payments from a unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for treatment, target assets, payments of target savings from a unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for education, payments of savings from an educational savings deposit or insurance payments under an educational savings insurance contract for improving housing conditions;
  - 2) on funds held in bank accounts under an agreement on an educational savings deposit concluded in accordance with the Law of the Republic of Kazakhstan «On state educational accumulative system», assets of the social health insurance fund and funds of the target contribution allocated for the guaranteed volume of free medical care held in bank accounts;
  - 3) on funds in bank accounts intended for the transfer of compensation for material damage and the provision of necessary assistance from the state budget to individuals affected by a natural or man-made emergency;
  - 4) on funds in bank accounts designated for targeted assets, payments of targeted savings from the unified accumulative pension fund for the purpose of improving housing conditions and/or paying for education.
- 4.29-1. The Bank opens a current account for operations under the special tax regime for self-employed individuals, taking into account the requirements of the legislation of the Republic of Kazakhstan.

The Bank opens and maintains such a current account subject to the Client's passing the checks stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents, including checks against internal and external databases, AML/CFT/FPWMD lists, and international economic sanctions. The Bank reserves the right to refuse to open an account or suspend transactions on it in cases stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

All requirements established by the legislation of the Republic of Kazakhstan and applicable regulations apply to this current account.

The Client is responsible for compliance with the terms of the special tax regime for the self-employed, including adhering to the established income limit, providing information on accepted payments, paying taxes, and submitting tax reports in accordance with the legislation of the Republic of Kazakhstan. The Bank does not monitor the Client's compliance with these terms and is not liable for the consequences of their violation.

By submitting an application to open a current account, the Client confirms that this current account is being opened and intended for activities under the special tax regime for self-employed individuals. The Client undertakes to use this current account exclusively for the purpose of such activities.

## **§ 2 OPENING AND MAINTENANCE OF A SPECIAL ACCOUNT**

- 4.30. When opening a Special Account, the Bank accepts funds received in favor of the Client into such account only in the form of benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) a unified accumulative pension fund, and (or) a voluntary accumulative pension fund, and (or) alimony (money intended for the maintenance of minors and disabled adult children), one-time pension payments credited from a unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for treatment, target assets, payments of target savings from a unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for education, compensation for material damage and provision of necessary assistance from the state budget to individuals affected by a natural or man-made emergency; housing and rotation payments.
- 4.31. In the event that funds are received into the Special Account from other sources/persons, the payment document is returned to the initiator without execution in accordance with the Current Legislation.
- 4.32. When opening a Special Account for individuals-residents of the Republic of Kazakhstan, at their request, for the crediting of benefits and social payments paid from the state budget and (or) the State Social Insurance Fund, or when opening a special current account for the LSPP, educational deposits, target assets, target savings, housing and rotation payments, the Client submits to the Bank:
- 1) identity document;
  - 2) application containing the purpose of the current account.
  - 3) other documents regulated by the Current legislation depending on the purpose of the account.
- 4.33. The Bank maintains a Special Account taking into account the following:
- 1) depositing cash by the Client and/or third parties into the Special Account is prohibited;
  - 2) non-cash receipts to the Special Account are carried out in accordance with paragraph 4.2 and paragraph 4.30 of this Article of the General Conditions and the Current legislation of the Republic of Kazakhstan;
  - 3) non-cash transfers from the Special Account are permitted to the client's current account/payment card account opened with the Bank, subject to the requirements of

the legislation of the Republic of Kazakhstan for accounts opened within the framework of:

- crediting of benefits and social payments paid from the state budget and (or) the State Social Insurance Fund;
- pensions paid from the state budget and (or) the Unified Accumulative Pension Fund (UAPF) and (or) a voluntary accumulative pension fund;
- crediting of alimony (money intended for the maintenance of minors and disabled adult children).

They are also permitted for the purposes stipulated by the Law of the Republic of Kazakhstan “On Housing Relations”, including paragraphs 4.42-1 and 4.42-2 of this article of the General Conditions for accounts opened within the framework of:

- crediting one-time pension payments from the Unified Accumulative Pension Fund for the purpose of improving housing conditions and (or) paying for treatment;
- payments of target savings, target assets from the Unified Accumulative Pension Fund for improving housing conditions and (or) paying for education (in US dollars);
- housing and rotation payments.

In all other cases, non-cash transfers from the Special Account are prohibited.

- 4) funds in the Special Account are not subject to foreclosure, seizure, suspension of expenditure transactions, temporary restrictions on the disposal of property, or restrictions on transactions or other transactions with property, with the exception of funds deposited in the pension and rotational payment account. Payment demands for overdue loan debts cannot be issued against the account for alimony payments;
- 5) The Special Account cannot be used for settlements under bank deposit agreements and loan agreements, for depositing/withdrawing money from a Savings Account, or for crediting/repaying a loan, with the exception of the procedure for using the Lump Sum Pension Payment to improve housing conditions in accordance with the «Rules for the use of lump sum pension payments to improve housing conditions in accordance with the legislation of the Republic of Kazakhstan», approved by Order No. 24 of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated January 21, 2021, these General Conditions, and the Bank's internal documents.
- 6) In the event of failure to provide a full package of supporting documents, their provision in violation of the deadlines, the Client's refusal of target savings, or the formation of a positive difference between the amount of target savings actually received after conversion and the amount specified in the agreement and payment documents, the Bank has the right to withdraw the amount of payments of target savings subject to return to the UAPF as part of payment for education from the Special Account opened with the Bank by direct debiting it.
- 7) The Bank has the right, in the event of one of the following cases:
  - failure to provide/untimely complete package of supporting documents
  - failure of the Client to use the LSPP amount within the time period established by law;
  - If a difference arises between the amount received from the UAPF and the amount actually used to improve housing conditions, withdraw the amount of the LSPP to be returned to the UAPF within the framework of improving housing conditions from a special account opened in the Bank by direct debiting it;
- 8) The Client unconditionally and irrevocably agrees that the Bank has the right to write off from his Special Account for housing and rotational payments any amounts erroneously credited as housing and rotational payments, including cases of return of such amounts to a government agency or third parties, without the Client's additional consent and without prior notice, within the limits of the amounts actually erroneously

credited, in the manner and under the conditions stipulated by the current legislation of the Republic of Kazakhstan and the terms of the relevant tripartite agreement.

- 4.34. When opening, at their request, a current account for resident individuals of the Republic of Kazakhstan who are recipients of alimony (funds intended for the maintenance of minor children and incapacitated adult children) for the purpose of crediting alimony (funds intended for the maintenance of minor children and incapacitated adult children), the Client shall provide the Bank with:
- 1) an identity document of the recipient of alimony (money intended for the maintenance of minors and disabled adult children);
  - 2) Application for opening an account containing the purpose of the current account;
  - 3) a copy of the court order on the collection of alimony (money intended for the maintenance of minors and disabled adult children) or a notarized agreement on the payment of alimony (money intended for the maintenance of minors and disabled adult children), concluded in accordance with the Code of the Republic of Kazakhstan «On Marriage (Matrimony) and Family».
- 4.35. When opening a Special Account for Alimony, the Bank accepts money into such an account with the payment purpose of «alimony».
- 4.36. The Bank maintains the Special Account for Alimony, taking into account the following: a payment request cannot be issued for money in the Special Account for alimony;
- 4.37. Expenditure transactions on Special Accounts may be carried out by the Client's representative only on the basis of a notarized power of attorney issued by the Client, as well as by the Client's legal representatives, including guardians and trustees, in the manner prescribed by the Current Legislation.
- 4.38. The procedure for using the lump sum pension payment to improve housing conditions is carried out in accordance with the «Rules for the use of lump sum pension payments to improve housing conditions in accordance with the legislation of the Republic of Kazakhstan», approved by Order No. 24 of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated January 21, 2021, these General Conditions and the Bank's Internal Documents.
- 4.39. The LSPP may be used to make a down payment to obtain a mortgage housing loan for the purchase of housing and (or) housing with renovations under a single bank loan agreement, partial or full repayment of the debt on a mortgage housing loan for the purchase of housing and (or) housing with renovations under a single bank loan agreement, or refinancing of a mortgage housing loan;
- 4.40. In case of assignment, the LSPP is transferred from the applicant's Special Account to the recipient's Special Account within 3 (three) working days from the date of submission of supporting documents;
- 4.41. After funds are received into the Special Account, the recipient is obliged to submit documents to the Bank in accordance with the procedure established by the «Rules for the use of lump-sum pension payments to improve housing conditions in accordance with the legislation of the Republic of Kazakhstan».
- 4.42. The commissions stipulated by the Bank's Tariffs are not deducted from Special Accounts.
- 4.42-1. The Bank opens a special account for housing payments to individuals - citizens of the Republic of Kazakhstan in the national currency of the Republic of Kazakhstan in accordance with the Law of the Republic of Kazakhstan "On Housing Relations" and these General Conditions.
- A special account for housing payments is opened for recipients of housing payments, which include employees of a special government agency and military personnel (except for conscripts, military personnel serving in the reserves, cadets, trainees, cadets, and those liable for military service called up for military training), as well as employees of

law enforcement agencies and civil defense agencies (except for cadets) holding a position eligible for housing payments, who have been assigned housing payments, as well as family members of the said employees and military personnel who died (passed away) while serving.

A special account for housing payments is intended for the crediting of funds in the form of special monetary support paid from budgetary funds in exchange for the provision of official housing, as well as in other cases stipulated by the Law of the Republic of Kazakhstan «On Housing Relations».

The Bank opens and maintains a special account for housing payments subject to the recipient of housing payments passing the checks stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents, including checks against internal and external databases, AML/CFT/FPWMD lists, and international economic sanctions. The Bank reserves the right to refuse to open or suspend transactions on a special account in cases stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

A special account for housing payments is opened upon presentation of an agreement signed by the government agency and the client.

The recipient of housing payments shall manage the funds in the special account for housing payments exclusively for the purposes stipulated by the Law of the Republic of Kazakhstan «On Housing Relations», including:

- acquisition of ownership of housing, including through the use of a mortgage housing loan, as well as repayment of obligations under such a loan;
- replenishment of housing construction savings in accordance with the Law of the Republic of Kazakhstan «On housing construction savings in the Republic of Kazakhstan» provided that the said funds are used exclusively for the purchase of housing;
- payment of rent for housing in accordance with the housing lease agreement.

The Client is not permitted to use housing payments to purchase or rent housing from close relatives, or from close relatives of the Client's spouse, in accordance with the requirements of the legislation of the Republic of Kazakhstan. The Bank does not verify and is not responsible for the Client's compliance with this requirement.

A residential lease agreement concluded between the landlord and the client for a term of at least one year is subject to state registration of rights to real estate in cases stipulated by law. The Bank does not verify the content, authenticity, or validity of the residential lease agreement submitted by the client and is not responsible for the legal consequences of its conclusion and execution.

Payments to the special housing allowance account can only be made from the corresponding government agency account via bank transfer. No other methods of depositing funds are available. Expenditure transactions are processed using bank transfers. Cash withdrawals are not permitted.

It is not permitted to impose an arrest, foreclosure, suspension of expenditure transactions, temporary restrictions on the disposal of property, restrictions on the execution of transactions and other operations with property on an account opened as a special account for housing payments.

Housing payments credited to the Special Account are not subject to withdrawal by the budget and cannot be the subject of a pledge or other encumbrance for the obligations of the Client or third parties, with the exception of contracts for the provision of personal housing needs of recipients of housing payments.

If housing payments are terminated, the recipient of housing payments must contact the Bank to close the special account. The Bank will transfer any remaining unused funds to the bank account of the relevant government agency, using the details specified in the agency's notification.

Commissions are not debited from the Special Account for Housing Payments. The same commissions apply to current accounts for servicing and processing transactions on the Special Account for Housing Payments. The commission is paid by the Client through the Bank's cash desk or from another bank account opened with the Bank, in accordance with the Bank's commissions. The Client is obligated to pay the commission before the Bank services and processes transactions on the Special Account for Housing Payments.

4.42-2. The Bank opens a Special Account for rotational payments to individuals - citizens of the Republic of Kazakhstan in the national currency of the Republic of Kazakhstan in accordance with the Rules<sup>1</sup> and these General Conditions.

A special account for rotation payments is opened for recipients of rotation payments, which include civil servants subject to mandatory rotation and rotated to another locality without the provision of official housing for the period of performance of their official duties, with the exception of civil servants filling positions on an elective basis in accordance with the laws of the Republic of Kazakhstan.

A special account for rotational payments is intended for the crediting of funds in the form of rotational payments provided for the purpose of paying the rent of housing for civil servants rotated to another locality, in the manner and under the conditions established by the legislation of the Republic of Kazakhstan.

The Bank opens and maintains a Special Account for Rotational Payments subject to the recipient of rotational payments passing the checks required by the legislation of the Republic of Kazakhstan and the Bank's internal documents, including checks against internal and external databases, AML/CFT/FPWMD lists, and international economic sanctions. The Bank reserves the right to refuse to open a Special Account or suspend transactions on it in cases stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

Funds in the special account for rotational payments may only be used by wire transfers for the purpose of paying rent. The Bank transfers funds from the recipient's special account for rotational payments to the landlord's bank account based on the recipient's instruction and the lease agreement they entered into. The Bank does not register the lease agreement with authorized government agencies.

A residential lease agreement concluded between the lessor and the recipient of rotational payments for a term of at least one year is subject to state registration of rights to real estate in the cases and according to the procedure stipulated by the legislation of the Republic of Kazakhstan. The Bank does not verify the content, authenticity, or validity of the residential lease agreement and is not responsible for the legal consequences of its conclusion and execution.

A special account for rotational payments may be subject to seizure, suspension of expenditure transactions, temporary restrictions on the disposal of funds, as well as the establishment of other restrictions on transactions in cases and in the manner stipulated by the legislation of the Republic of Kazakhstan.

In the event of closure of a special account for rotational payments, the remaining unused funds are subject to transfer by the Bank to the bank account of the relevant government institution sending the funds.

Commissions may not be debited from the special account for rotating payments. The same commissions apply to current accounts for servicing and processing transactions on the special account for rotating payments. The commission is paid by the Client independently through the Bank's cash desk or from another bank account opened with the Bank, in accordance with the Bank's commissions. The Client is obligated to pay the commission before the Bank services and processes transactions on the special account

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<sup>1</sup> Rules for calculating the amount, assignment, recalculation, implementation, termination, return, suspension and resumption of rotational payments to civil servants rotated to another locality, approved by Resolution of the Government of the Republic of Kazakhstan dated June 6, 2023 No. 449.

for rotating payments.

4.42-3. By accepting these General Conditions, the Client expresses their unconditional consent to the Bank automatically transferring to the relevant government agencies of the Republic of Kazakhstan the details of the Special Account opened by the Bank linked to the Card for the «Social Card» product, including the account number and other necessary identification data.

This consent is confirmed by entering a one-time password (OTP code) sent by the Bank to the Client through the Delivery Channels provided for in these General Conditions and is recognized as equivalent to a handwritten signature, equivalent to signing a written consent on paper.

### **§ 3 SERVICE FOR PWD, PLM**

- 4.43. Services for PWD and PLM are provided by the Bank's trained and qualified personnel and include:
- provision of priority services to PWD and PLM by banks in front offices/branches of the Bank;
  - the opportunity for PWD and PLM to use situational assistance from staff;
  - staff awareness of the regulatory framework, the approach to understanding disability, including the possibility of identifying PWD and PLM;
  - preparation and training of personnel involved in servicing PWD and PLM;
  - availability of an online sign language interpreter service for clients with disabilities and hearing impairments.
- 4.44. To provide services to PWD and PLM, including the issuance of payment cards for these individuals, the Bank must have qualified and trained personnel, as well as a sign language interpreter for PWD with hearing impairments.
- 4.45. Refusal to provide services to PWD and PLM is not permitted.
- 4.46. Financial services must be accessible to PWD of all categories in accordance with the Law of the Republic of Kazakhstan dated February 20, 2015, No. 288-V ZRK «On Ratification of the Convention on the Rights of Persons with Disabilities».
- 4.47. The Bank ensures that the electronic queue number and the corresponding service window are announced loudly and clearly on the electronic display in a timely manner. If necessary, repeat the information, simplifying the sentence as much as possible while maintaining its essence.
- 4.48. On the Bank's premises, participation in negotiations is provided by a sign language specialist or an online video consultation with a Bank employee who speaks sign language, or through written communication, or communication through a personal sign language interpreter, or the use of a remote sign language interpretation service using a mobile device belonging to a PWD or PLM.
- 4.49. The presence of a personal sign language interpreter or a tactile interpreter is permitted.
- 4.50. If the person accompanying a deaf-blind, deaf, or hard-of-hearing client claims to be a sign language specialist (sign language interpreter, tactile sign language interpreter), the Bank employee will ask the sign language specialist to present the relevant documents according to established templates/samples and make copies of them. In addition to an identity document, the Bank will request proof of education and qualifications from the interpreter.
- 4.51. For security purposes, if technically feasible, the Bank will videotape the service with a sign language specialist, notifying them and the Client in advance. The sign language specialist will also sign the document (Application for opening an account, payment card, etc.) indicating that the document has been translated accurately.
- 4.52. A sign language specialist – a sign language interpreter, a tactile interpreter, in addition to confirming their qualifications and confirming the accuracy of the translation,

must sign a non-disclosure agreement regarding information that has become known to them (banking, commercial secrets, protection of personal data).

- 4.53. The Bank informs the Client of the possibility of receiving for review an electronic copy of the document, the content of which must be accurately and completely communicated to the Client, from the Bank's Website or Mobile Application.
- 4.54. When interacting with and providing situational assistance to a Client with various types of bodily dysfunctions, the Bank is obliged to ensure:
- timely visual identification of the Client (presence of a guide dog, wheelchair, glasses and/or cane for the blind, hearing aid or other assistive technologies and devices);
  - compliance with the rules of etiquette when communicating;
  - compliance with the rules for accompanying Clients when the employee and the Client perform the necessary operations within the framework of the service;
  - clarification directly with the Client about the actions of Bank employees for the most effective interaction;
  - application of available measures for the most comfortable service;
  - communication with the Client himself, and not with his accompanying person, unless the Client has chosen another method of communication;
  - minimizing stress factors in the process of servicing the Client.
- 4.55. Activities related to opening a bank account and providing banking services/products to persons with disabilities and persons with limited mobility are carried out in accordance with the requirements of the current legislation, regulatory legal acts of the Republic of Kazakhstan and the Bank's internal documents, similar to opening bank accounts and providing banking services/products to other Clients without the status of persons with disabilities and persons with limited mobility, taking into account the following:
- 1) payment cards with the card number and expiration date embossed on them shall be provided to Clients with visual disabilities (persons with visual impairments).
  - 2) do not interfere with the presence of an accompanying person during the service of the Client, subject to the consent of the Client, including if there are appropriate notes in the information about him;
  - 3) inform the Client about the adaptive solutions available in the branch that are suitable for him/her, for his/her comfortable movement around the premises, service and self-service (about the presence of contrasting markings, tactile floor and wall signs and plates, sound amplifiers (induction loops), sound information in service halls, special places for servicing the Client, the location of ATMs adapted to the needs of Clients, etc.), as well as about the availability in the branch of assistive technologies and devices that may be required by Clients with various types of disabilities for comfortable service and the implementation of transactions, as well as the full receipt of services;
  - 4) at the Client's request, inform the Client about the special products and services available at the Bank, as well as about existing preferential terms, rates, tariffs and service options (if any);
  - 5) offer the Client, who is unable to independently sign due to existing violations, available options for signing the document, taking into account the requirements of the Current Legislation (facsimile (if there is a decision of the authorized body and/or on the basis of an administrative document of the Bank), an electronic signature, including with the additional use of the Client's biometric data, or the signature being affixed by the Client's representative, as well as the signature being affixed using such an adaptive device as a specialized stencil (if available) to mark the boundaries of a specific field of the document intended for the signature);
  - 6) inform the Client about the possibility of remote servicing using the Website and/or Mobile App, about adaptive solutions designed for remote servicing of this category

of Clients, as well as other options for accessing financial services using remote channels (Online Banking, online video consultations) and remote identification and authentication. Ensure the availability and use of several alternative channels for confirming important transactions for Clients: phone call, chat, SMS message, video chat, etc.

- 7) provide the ability for the Client to copy (download) the documentation required by the Client onto an electronic medium (with protection from changes) during remote servicing of the Client through a personal account on the Website or in the Mobile Application, including in a format suitable for reading by screen access programs for Clients with visual impairments;
- 8) at the request of the Client or his representative, if possible, certain information and service channels are disconnected (blocked);
- 9) during the initial service of the Client and with their consent, notes are made in their information regarding the type of impairment, any restrictions and service specifics, as well as the identity of the accompanying person. In addition to standard identification and authentication methods (PIN codes, passwords, code words, etc.), the Client is offered available identification and authentication methods, which can then be used by the Client during remote service and self-service, using suitable biometric identification and authentication methods.
- 10) provide individual on-site home services at the request of the Client (potential Client), in the manner prescribed by the Bank's Internal Documents (if such a service is available).

## **ARTICLE 5. PAYMENTS AND MONEY TRANSFERS**

- 5.1. The Bank carries out payments and transfers of money in national and foreign currency in accordance with the instructions of the Client, except for the cases provided for in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions.
- 5.2. The Bank processes payments and money transfers, including mobile payments, based on the Client/Authorized Person's written instructions, either submitted to the Bank in person or electronically using the Remote Banking System. Connection to this system is accomplished by the Client independently via the Mobile Application or based on the corresponding Account Opening Application signed between the Bank and the Client (for individuals, an application for the establishment/cancellation of additional services is sufficient).
- 5.3. Instructions must contain all information necessary for the proper execution of the Client/Authorized Person's instructions by the Bank, as stipulated by Current Legislation and the Bank's Internal Documents. Instructions may be completed on Bank letterhead.
- 5.4. The Bank accepts only those payment documents and/or instructions that are executed in accordance with the requirements stipulated by the Current Legislation.
- 5.5. If any discrepancies, deficiencies or comments are identified, the Bank shall return the orders to the Client without execution within the timeframes stipulated by the Current Legislation.
- 5.6. The bank does not accept payment documents for execution:
  - 1) containing unclear instructions;
  - 2) not completed or signed by the Client/Authorized Person;
  - 3) not containing information required by the Current legislation;
  - 4) containing an incorrect value date;
  - 5) orders in which the amount in words does not correspond to the amount in figures;
  - 6) filled in pencil;
  - 7) containing corrections;
  - 8) containing instructions on conducting operations that violate Current legislation;

- 9) in other cases stipulated by the Current Legislation and the Bank's Internal Documents. In these cases, the Bank returns such instructions to the Client without execution within the business day on the day of their receipt. The Bank shall not be liable for any consequences arising from the Bank's refusal to execute such instructions.
- 5.7. The Client assumes all risk and liability associated with incorrect details in payment documents.
- 5.8. All payments and money transfers are subject to execution by the Bank taking into account the time required to execute the banking transaction and in the order determined by the Client, unless otherwise provided by the Current Legislation and the Internal Documents of the Bank, including the legislation of the Republic of Kazakhstan on currency regulation.
- 5.9. The execution of a payment document, with the exception of a collection order, a payment demand for the collection of overdue debt on a loan and in cases of execution of a payment document within an unspecified time frame, is carried out by the Bank on the day of its initiation by the Client.
- 1) Collection orders are executed no later than 3 (three) business days following the day of their presentation, with the exception of the execution of a collection order within an indefinite period, as well as cases stipulated by the tax legislation of the Republic of Kazakhstan;
  - 2) A payment demand submitted for the collection of overdue debt on a loan shall be executed no later than 3 (three) business days following the day of its submission;
  - 3) The execution of a collection order from tax authorities to collect tax arrears and bailiffs under writs of execution, as well as a payment demand submitted to collect overdue debt on a loan, in the event of insufficient funds in the Client's Account/Payment Card Account, is carried out as funds are received no later than 1 (one) business day following the day of their receipt in such Account/Payment Card Account;
  - 4) The Client's instruction is considered executed only after the Bank has debited the Client's Account. The Bank's stamp on the Client's payment document only confirms the receipt of the payment document by the Bank and does not confirm the instruction's execution.
- 5.10. The Bank's obligations to the Client regarding money transfers are considered fulfilled from the moment the Bank executes the Client's instructions in accordance with Current Legislation. The Bank shall not be liable to the Client for failure to execute or improper execution of instructions by the beneficiary's bank or correspondent banks involved in the money transfer.
- 5.11. . The Bank will process payments and transfer funds in accordance with the Client's instructions within the available balance in the account, except as provided in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the General Conditions of Transactions. If there are insufficient funds in the account, the Bank reserves the right to return payment documents to the Client without execution. Partial execution of the Client's payment documents is not permitted.
- 5.12. The Client accepts and agrees that all Client instructions, including those regarding the payment of taxes and other mandatory payments to the budget, will be accepted only during the business day, unless otherwise specified in the Bank's Tariffs. Instructions submitted by the Client after the business day will be accepted by the Bank on the following business day. The Client assumes all risk and liability associated with providing instructions to the Bank, including those regarding the payment of taxes and other mandatory payments to the budget after the business day.
- 5.13. The Client's revocation of the instruction and suspension of the execution of the instruction shall be carried out in the manner and within the timeframes established by the Current Legislation.

- 5.14. The Bank shall credit the amounts transferred in favor of the Client to the account within the timeframes established by the Current Legislation, except for the cases provided for in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the General Conditions for Conducting Transactions.
- 5.14–1. If funds are received in a foreign currency into an account other than the bank account currency, the amount is credited by conversion into the account's primary currency, using the international payment system's conversion rate on the day of the transaction, without the need for additional instructions from the Client. By signing the Account Opening Application, the Client expresses unconditional and irrevocable consent to such conversion.
- 5.15. If the Client establishes that funds have been erroneously credited to his Account/Payment Card Account or that the Bank has erroneously executed his instructions, the Client is obliged to immediately notify the Bank thereof.
- 5.16. In the event that the Bank detects errors in transactions on the Account and/or Payment Card Account, as well as in confirmations, statements on the Account and/or Payment Card Account and (or) other information provided to the Client, the Bank is obliged to correct the relevant transactions and (or) information within a reasonable time.  
The Bank has the right to make adjustments to settlements by crediting and/or debiting funds from the Account and/or Payment Card Account without the prior consent of the Client.
- 5.17. Electronic submission of instructions for payments and transfers of Funds, as well as orders for their revocation, is carried out on the basis and in the manner prescribed by the relevant conditions and the Account Opening Application, which govern the relationship between the Bank and the Client regarding servicing the Client through the Remote Banking System. This Account Opening Application and the General Conditions govern the Bank's processing of payment documents received through the Remote Banking System to the extent not regulated by the above conditions and the Account Opening Application.
- 5.18. The Client hereby acknowledges and agrees that it complies with the requirements of the Current Legislation, including the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign Legislation, these General Conditions and supports the Bank in that the Bank is actively working to prevent cases of the Bank's involvement in criminal activities and money laundering schemes, including, without limitation, legalization of proceeds from crime, the financing of terrorism/financing the proliferation of weapons of mass destruction, fraud, corruption, violation of the requirements of international economic sanctions, etc. In this regard, the Bank, at its own discretion, establishes certain requirements for the Bank's Clients, the establishment of business relationships with them and for transactions/payments/money transfers made by the Bank's Clients, which may be periodically amended in accordance with the requirements of the Current Legislation and the Bank's Internal Documents.
- 5.19. The Client hereby accepts and agrees that the Bank reserves the right to refuse to accept any payment document submitted by the Client that does not meet the requirements specified in Section 5.17 of these General Conditions and/or to request any additional information necessary to analyze the payment/transfer. If such information is not provided within the timeframe specified by the Bank, the Bank reserves the right to refund the funds received by the Client or refuse to accept the payment document.
- 5.19-1. The Client hereby accepts and agrees that the Bank has the right to refuse to execute the instruction or suspend the execution of the instruction and/or debit transactions on the Account, block the payment amount and/or transfer of funds for identified payment transactions with signs of fraud in accordance with the Law on Payments and Payment Systems of the Republic of Kazakhstan.
- 5.20. The Client hereby accepts and agrees that the Bank has the right to suspend/refuse to

execute the Client's payment/transfer, to accept and service a foreign exchange agreement, to provide a product/service of the Bank on any of the grounds specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions of transactions.

- 5.21. The Client hereby accepts and agrees that the Bank shall not be liable for any damage caused to the Client in the event of suspension/refusal to execute the Client's payment/transfer on the grounds of paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the General Conditions of Conducting Transactions, as well as due to suspension/refusal to execute the Client's payment/transfer by the correspondent bank.
- 5.22. The Bank has the right to withhold a 30% tax on the amount received in favor of the beneficiary — the Bank's Client for certain types of income received from U.S. sources. This tax withholding, followed by payment to the U.S. Internal Revenue Service, is carried out if the Client fails to provide the Bank with supporting documents/information regarding their U.S. person status, or provides the Bank with false information regarding their U.S. person status:
- 1) An individual who has one or more of the following characteristics: U.S. citizenship, U.S. residence, U.S. birthplace, or U.S. permanent residence.
  - 2) A legal entity that has one or more of the following characteristics: a place of registration in the U.S., a shareholder who is a U.S. Person with a shareholding of more than 10% or, if it is an investment company, more than 0%, and a beneficial owner who is a U.S. Person.
- 5.23. In accordance with FATCA requirements, the Bank has the right to provide information about U.S. persons and transfer their personal data to the U.S. Tax Service.
- 5.24. If the Client refuses to give the Bank consent to provide the necessary information to the US Tax Authorities, the Bank has the right to close the account or not establish a business relationship.
- 5.25. The Client provides the Bank with consent to disclose information on payments/money transfers/payment documents to the Authorized Body, the Correspondent Bank at its request, the US Tax Service, law enforcement agencies and other government agencies and institutions in cases established by the Current Legislation.
- 5.26. The Bank shall not be liable to the Client if transactions on the Client's Account are delayed due to the fault of Joint-Stock Company “National Payment Corporation of the National Bank of the Republic of Kazakhstan”, authorized bodies and correspondent banks participating in the settlement transaction.

## **ARTICLE 6. CASH SERVICE.**

- 6.1. The Bank conducts cash transactions in national and foreign currencies held by the Bank. Cash transactions are carried out by the Bank during business hours in accordance with the procedure established by the Current Legislation and the Bank's Internal Documents, with the exception of transactions involving the use of ATMs.
- 6.2. The Bank deposits into the Client's account the amount of funds actually received after a sheet-by-sheet recount. If the Client deposits large amounts of cash into the account (the Bank determines this amount independently), the Client agrees that the Bank has the right to request documents confirming the origin of the deposited/withdrawn funds.
- 6.3. Cash is issued within the limits of the account balance minus the Bank's commission, stipulated by the Bank's Tariffs, upon a request for cash withdrawal, having previously notified the Bank by any available means, at least 3 (three) calendar days in advance of the withdrawal of cash from the Client, except for the cases provided for in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions of transactions.
- 6.4. When carrying out exchange transactions, the Parties shall apply the current rate

- approved by the Bank on the day of the conversion transactions;
- 6.5. Cash services in foreign currency are carried out in accordance with the requirements of the legislation of the Republic of Kazakhstan on currency regulation.
  - 6.6. If, when issuing cash in foreign currency, the Bank does not have the corresponding denomination of money in foreign currency, the Bank has the right to issue the remaining amount in tenge at the exchange rate set by the Bank on the date of such issuance, in agreement with the Client.
  - 6.7. Cash withdrawals from the accounts of individuals engaged in entrepreneurial activities without forming a legal entity are carried out on the basis of checks and cash disbursement orders, except for cases stipulated in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the General Conditions of Transactions. Checkbooks are issued by the Bank to the Client based on the Client's Application in accordance with the requirements of the Current Legislation and the Bank's Internal Documents;
  - 6.8. The Bank carries out cash transactions for the acceptance and issuance of cash after taking due diligence measures stipulated by the AML/CFT Law, Foreign Legislation and the Bank's Internal Documents.
  - 6.9. The Bank shall be notified by the Client immediately of lost or stolen checks, checkbooks, or changes in the composition of persons authorized to sign checks in the manner prescribed by these General Conditions;
  - 6.10. When closing an account, the Client is obliged to return to the Bank checkbooks with the remaining unused check forms and damaged check forms, indicating in the application for account closure the numbers of the unused and damaged check forms.

#### **ARTICLE 7. FOREIGN CURRENCY OPERATIONS**

- 7.1. The procedure for carrying out foreign exchange transactions is established by the legislation on currency regulation and currency control, regulatory legal acts of the National Bank of the Republic of Kazakhstan, taking into account compliance with the requirements of the Law on AML/CFT, Foreign legislation.
- 7.2. The Bank carries out the procedure for monitoring foreign exchange transactions carried out by Clients, the procedure for export-import foreign exchange control, as well as the conditions for residents to obtain accounting numbers for foreign exchange contracts on export and import (including the threshold value in relation to the contract amount, above which it is necessary to obtain an accounting number for a foreign exchange contract) on the basis of the foreign exchange legislation of the Republic of Kazakhstan On currency regulation and currency control, as well as regulatory legal acts of the National Bank of the Republic of Kazakhstan.

#### **ARTICLE 8. FOREIGN CURRENCY CONVERSION**

- 8.1. Conversion is carried out within the limits of the balance of funds in the Client's current account and on the basis of the Client's application prepared in accordance with the Bank's form;
- 8.2. The Bank carries out conversion operations in accordance with the current legislation in the following order:
  - 1) Kazakhstani tenge – foreign currency;
  - 2) foreign currency – Kazakhstani tenge;
  - 3) foreign currency - foreign currency;
- 8.3. When carrying out a conversion using one of the above schemes, the current exchange rate set by the Bank on the day of the transaction is applied, unless otherwise agreed between the Parties.
- 8.4. For card transactions:
  - 1) when conducting a Card transaction (in a currency other than the currency of the

- Payment Card Account) for withdrawing and/or replenishing cash in the Bank's network (CWP/ATM), the Bank's conversion rate equivalent to tenge is applied;
- 2) when conducting a Card transaction (in a currency other than the currency of the Payment Card Account) when paying for goods and/or services (in the TSE) within the Republic of Kazakhstan, the Bank's exchange rate is applied;
  - 3) when conducting a Card transaction to withdraw cash (CWP/ATM) and/or when paying for goods and/or services (in the TSE) outside the Republic of Kazakhstan (in a foreign currency other than US dollars and euros, made through an IPS), the amount of the Card transaction is converted into US dollars at the exchange rate set by the IPS on the day the Card transaction is processed by the IPS for subsequent settlements with the Bank;
  - 4) when making payments and/or money transfers through remote service channels received from other banks and/or from any third parties outside the Bank, the amount of the Card Transaction is credited by the Bank to the Payment Card Account in tenge at the Bank's exchange rate, less commissions and expenses associated with the receipt of such payments and/or money transfers (if they are subject to collection in accordance with the Tariffs), within the timeframes established by the Current Legislation.
  - 5) in other cases, the rate of the relevant IPS (outside the Republic of Kazakhstan) and/or the Bank is applied.

#### **ARTICLE 9. PAYMENT OF SERVICES PROVIDED BY THE BANK**

- 9.1. For opening, maintaining, closing an account, conducting transactions, as well as other services provided by the Bank in accordance with these General Conditions, the Client shall pay the Bank a commission fee in accordance with the Bank's current Tariffs.
- 9.2. Settlements between the Bank and the Client are made by the Bank's undisputed debiting of the commission amount from the Client's Account/Payment Card Account or by the Client's depositing cash in the amount of the Bank's commission into the Bank's cash desk.
- 9.3. If the funds in the Account/Payment Card Account in the currency from which these fees are to be debited are insufficient, the Bank reserves the right to convert the necessary equivalent of the fee amount from the Account/Payment Card Account in another currency and cover the fee amount. The conversion is made at the current exchange rate set by the Bank on the day of debiting.
- 9.4. In the event that the amount in the Account/Payment Card Account is insufficient to pay for the Bank's services, the Bank has the right, at its own discretion, to collect the amounts owed by the Client in accordance with the Current Legislation, including by uncontested debiting of the amount of the debt from any of the Client's accounts opened in any banks, with the exception of benefits and social payments, one-time pension payments for improving housing conditions, which are available in special bank accounts.
- 9.5. The Client's signing of the Application for opening an account means that the Bank has given its consent to the uncontested write-off of any amounts of the Client's debt from the Client's bank accounts opened in any of the banks of the Republic of Kazakhstan and abroad, with the exception of money in bank accounts intended for the crediting of benefits, social payments paid from the state budget and (or) the State Social Insurance Fund, or pensions paid from the state budget and (or) the unified accumulative pension fund, and (or) voluntary accumulative pension fund, and (or) alimony (money intended for the maintenance of minors and disabled adult children, as well as under an agreement on an educational savings deposit concluded in accordance with the Law of the Republic of Kazakhstan "On state educational accumulative system", intended for the crediting of payments and subsidies for the purpose of paying for rented housing in a private housing stock, one-time pension payments credited from the unified accumulative pension fund

for the purpose of improving housing conditions and (or) payment for treatment, targeted assets, payments of targeted savings from the unified accumulative pension fund for the purpose of improving housing conditions and (or) payment for education, compensation for material damage and provision of necessary assistance from the state budget to individuals affected by a natural or man-made emergency.

- 9.6. The Parties have agreed that changes to these General Conditions in terms of changing the amounts of the current Tariffs and/or introducing new Tariffs may be made at the initiative of the Bank in compliance with the following procedure:
- 1) The Bank shall notify the Client of the amended Tariff/new Tariff 5 (five) calendar days prior to the planned implementation date of the amended Tariff/new Tariff by posting information on the Bank's website and/or at the Bank's branches. In the event of an increase in Tariffs for payments and transfers, the Bank shall notify the Client of the increase no later than 3 (three) months prior to the planned implementation date of the amended Tariff by posting information on the Bank's website and/or at the Bank's branches.
  - 2) If, after such Notification, the Client continues to use the Bank's services, it will mean that an agreement has been reached between the Parties to amend the General Conditions regarding changes in the size, current Tariffs and/or the introduction of new Tariffs of the Bank.

#### **ARTICLE 10. STATEMENTS/CERTIFICATES/ACCOUNT INFORMATION**

- 10.1. The Bank may provide the Client/Authorized Representative/authorized person with Account Statements/Card Account Statements at the request of the Client/Authorized Representative/authorized person and, at their discretion, in the following ways:
- 1) by personal delivery during a visit to the Bank by a Bank employee to the Client/authorized person, and the Parties agree that the fact of issuance of the Statement does not require documentary confirmation in each case;
  - 2) through the Mobile Application in electronic form;
  - 3) by sending it to the email address specified by the Client in the Application.
- 10.2. The statement is provided in a form that complies with the requirements of the Current Legislation and the Bank's Internal Documents and is sufficient evidence that the transactions indicated therein took place.
- 10.3. Account statements are provided upon the Client's request, received in hard copy or via the Mobile App. Hard copy statements are issued by a Bank employee to the Client/Authorized Person/Representative.
- 10.4. Statements on the Client's accounts may also be provided upon request of the Authorized Body/another Bank on paper, subject to the requirements of the Current Legislation regarding the provision of such statements in the form established by the Authorized Body.
- 10.5. The Client has the right to receive information about the current balance of funds on the Account/Payment Card Account, transactions on it, submit applications for the issuance of certificates, and independently generate Statements for any period of time through the Mobile Application.
- 10.6. The Client has the right to receive information by telephone about the status of the Account/Payment Card Account, transactions carried out on it, and the balance of funds in the account after the Bank employees have successfully identified the Client, provided that the Client provides the following information:
- 1) Account numbers/Payment card account numbers;
  - 2) Name/Full Name of the Client;
  - 3) identification document numbers.
- 10.7. The Client has the right to receive information about all transactions carried out on the Account/Payment Card Account at the time of their execution through the OTP code

delivery channels provided for in these General Conditions.

- 10.8. The Client must review all correspondence received from the Bank (statements, certificates, payment documents, confirmations, and any other information) immediately upon receipt. Furthermore, the Client must verify that the Bank has correctly executed its instructions regarding its Account/Payment Card Account. If the Client discovers any inaccuracies and/or incomplete execution, they must immediately notify the Bank.
- 10.9. Statements properly prepared by the Bank have the force of proof that the Client is aware of such errors and if the Client has not reported them, he cannot claim to be unaware of them.
- 10.10. The Client assumes responsibility and all possible risks associated with the refusal to receive statements and other information on the Account/Payment Card Account, as well as those associated with inaccurate indication of their details/untimely notification of the Bank about changes in their details.
- 10.11. The Client agrees that the Client's receipt of information about the Account/Payment Card Account and transactions on it via the Mobile Application will be lawful and legally equivalent to receiving the relevant documents on paper, certified by the signatures of authorized persons of the Bank and the imprint of its seal.

#### **ARTICLE 11. NOTIFICATIONS. USE OF OPERATIONAL COMMUNICATION FACILITIES**

- 11.1. All Notifications provided for by these General Conditions and signed in the Application and related to it/the account/the Client, shall be sent by the Bank to the Client by one of the following methods:
  - 1) delivered personally by a Bank employee to the Client or through a courier or other service against acknowledgment of receipt;
  - 2) sent by email or through a courier or other service with or without acknowledgment of receipt;
  - 3) sent by email with confirmation of receipt automatically generated by the relevant software and technical means;
  - 4) communicated to the Client by posting information in mass media and/or at the Bank's offices and/or by publication on the Bank's Website on the Internet;
  - 5) by including additional information in the Account Statement/Card Account Statement;
  - 6) communicated to the Client orally by telephone using landline or mobile communication, with or without preparation of a telephone message record, and with or without recording of the conversation;
  - 7) sent via SMS messages, push notifications through the Mobile Application, and other OTP delivery channels provided for by these General Conditions.
- 11.2. The Bank is notified by the Client by submitting written applications/requests/notices to the Bank at the Bank's address specified in the Application, or by sending a message to the email addresses specified on the Bank's official website, or in person when visiting the Bank.
- 11.3. In the event that the Parties change their postal address, telephone/fax number, or e-mail address, the Parties must notify each other of this no later than 2 (two) calendar days from the date of such change.
- 11.4. In the absence of/failure by the Client to provide, information regarding changes to their contact details, all Notifications shall be sent to the postal/email address or mobile phone number specified in the Bank's database and shall be deemed validly and duly sent/delivered to and received by the Client, regardless of whether the Client is located at such postal address or uses the specified mobile phone number/email address. The Bank shall not be liable for any losses that the Client may incur in connection with the sending of Notifications via rapid communication channels, including, but not limited to,

losses arising from the Client's non-receipt or late receipt of Notifications, as well as from unauthorized access by third parties to the transmitted information, including those caused by failures of communication channels, service providers, or equipment used for transmitting Notifications, or resulting from the Client's provision of inaccurate information when opening the account and/or updating their details, or failure to timely update contact information.

## **SECTION II PAYMENT CARDS**

### **ARTICLE 12. MAIN PROVISIONS**

- 12.1. In addition to the Current legislation and to the extent that it does not contradict it, the rules of the IPS, international banking practice, policies, standards and procedures of the Bank shall apply to relations regarding the issuance and servicing of Cards.
- 12.2. In the event of any conflict between the rules of the IPS and the General Conditions, the rules of the relevant IPS shall apply, taking into account the requirements of the Current Legislation.
- 12.3. In the part not regulated by the General Conditions, the rules of the relevant IPS, the requirements of the Current Legislation, Foreign Legislation, and international treaties ratified by the Republic of Kazakhstan shall apply.

### **ARTICLE 13. CARD ISSUANCE AND CARD TRANSACTIONS**

- 13.1. The Bank shall issue the Card within 10 (ten) business days from the date the Client submits the relevant application to the Bank and pays the Bank the fee for servicing the Card in accordance with the Tariffs, provided that a Payment Card Account is available, except for cases stipulated by paragraph 40.11 of Article 40 of the General Conditions and paragraph 243 of the Rules on the General Conditions of Transactions. The specified period may be extended by the Bank to 45 (forty-five) calendar days if the Bank has extended the period for making a decision on opening or refusing to open a Payment Card Account on the grounds stipulated by these General Conditions. The Bank may refuse to issue a Card to the Client without prior notice if the refusal is based on the grounds stipulated by these General Conditions.
  - 13.1-1. The Bank applies two-factor identification (authentication) of the Client with mandatory biometric identification when establishing a business relationship with the Client and when the Client changes the subscriber number of the cellular communication device or the subscriber device of the cellular communication used to access electronic banking services.
  - 13.1-2. In cases stipulated by the legislation of the Republic of Kazakhstan and the internal documents of the Bank in relation to non-residents of the Republic of Kazakhstan, the Bank has the right to establish restrictions on:
    - remote establishment of business relations or through a representative, extension of such business relations, as well as the issuance and reissue of a payment card remotely and/or through a representative;
    - issue and reissue of more than one payment card;
    - the validity period of the issued debit card is up to 12 (twelve) calendar months.
- 13.2. The maximum number of Cards issued to one Holder by the Bank does not exceed the number established by the Current Legislation as a factor of increased risk of ML/FT, except in cases of the Bank's decision to issue an additional number of Cards to a certain Holder.
  - 13.2-1. The Bank sets a limit, determined by the decision of the authorized body/person of the Bank, on the initiation of applications/submission of statements for the issue of Cards by one Client within one calendar year.
- 13.3. The Bank, on the basis of the General Conditions and the relevant application received from the Client and payment to the Bank of a fee for servicing the Card (the

annual servicing fee is charged at the time of issuing the payment card and is charged automatically when replenishing the Card/Payment Card Account), in accordance with the Bank's Tariffs:

- 1) opens a payment card account for the Client;
- 2) issues the Card (including through the Card ATM, both in the Bank's branches and in other locations of the Bank's card ATMs on the territory of the Republic of Kazakhstan, namely in the cities where the Bank's branches/offices are located), provides its servicing, and the Client uses the Card in accordance with these General Conditions and the Bank's Internal Documents regulating the procedures/processes for issuing and servicing payment cards, including in the context of bank card products.

13.3-1. Excluded.

13.4. The Client's age on the date of issue of the payment card must comply with the terms of the banking product and the Bank's Internal Documents.

13.5. The Cardholder uses the Card for the purpose of making payments for the purchase of goods and services, as well as for receiving cash, exchanging currencies and other transactions determined by the Bank and under its terms and conditions that do not contradict the Current Legislation at service points equipped with signs with the logos of the Payment Card Systems to inform Cardholders of the possibility of servicing with the Card at that point.

13.6. The Card may not be used for any illegal purposes, including, but not limited to, making non-cash payments for goods and/or services prohibited by local legislation (legislation of the country of residence), prohibited activities that require a permit/license from authorized government agencies that may be applied to the Cardholder, prohibited activities defined by the Bank's Internal Documents.

13.7. Card transactions are carried out by preparing a payment document or card details when purchasing goods and services.

13.8. The procedure for transferring and presenting a payment document for its execution is determined by the rules of the Payment Card System in which the payment was made and/or by agreements concluded between the Participants of the Payment Card System.

13.9. Currency card transactions are carried out in compliance with the requirements defined by the currency legislation of the Republic of Kazakhstan for conducting currency transactions.

13.10. Payments using Cards on the territory of the Republic of Kazakhstan are made only in the national currency of the Republic of Kazakhstan, except in cases specified by the currency legislation of the Republic of Kazakhstan.

13.11. The Client shall provide the amount of money on the Payment Card Account necessary for the execution of the payment document drawn up when carrying out the Card Transaction, with the exception of transactions within the Credit Limit.

13.12. The authorization amount is excluded from the available balance on the Client's Payment Card Account until it is withdrawn from the Payment Card Account, or until the Bank receives confirmation that payment for the authorization amount has not been made.

13.13. The Bank blocks funds in the Payment Card Account in the amount of the authorization until the receipt of a payment document from the Payment Card System for a period of up to 30 (thirty) calendar days from the date of authorization.

13.14. The Client will unconditionally pay for the Card transaction if the Card has not been blocked before it is carried out.

13.15. The Bank partially/fully refuses the Cardholder to authorize a Card transaction and/or completely refuses a debit transaction if a seizure is imposed on the funds in the Payment Card Account within the established amount of the prohibition on the use of funds or if debit transactions on the Payment Card Account are suspended in accordance with the

Current Legislation until the seizure is lifted from the funds in the Account with the Payment Card and/or until debit transactions on the Payment Card Account are resumed, or until the decisions of state bodies and/or officials are executed/revoked in accordance with the Current Legislation.

- 13.16. For executing a Card Transaction, the Client pays the Bank a fee in the amount and at the rates established by the Tariffs. The fee is charged in the current account currency by direct debit of the current account.
- 13.17. The Client is responsible for failure to comply with the currency legislation of the Republic of Kazakhstan when conducting card transactions. The Cardholder, upon request of the Bank, must provide supporting documents for currency Card transactions within three (3) business days from the date of receipt of the corresponding request.
- 13.18. When making calculations, the number of days in a calendar month is taken to be equal to 30 (thirty) days, in a year – 360 (three hundred sixty) days.
- 13.19. To carry out Card transactions, the Cardholder presents the Card to the cashier of the TSE or CWP or performs operations with the ATM in self-service mode.
- 13.20. The Instant Card is issued by the Bank on the business day after receiving the relevant application from the Client and payment to the Bank of the annual Card servicing fee in accordance with the Tariffs, subject to the availability of a Payment Card Account.
- 13.21. At the Client's request, a Card with the identification data of the Cardholder (including the last name and first name) printed on it is issued as an additional Card to the Instant Card.
- 13.22. The Virtual Card is issued on a plastic carrier to a separate payment card Account.
- 13.23. The issuance of a Virtual Card in electronic form is carried out only as an additional Card to the main Card and on the basis of a corresponding application previously submitted by the Client to the Bank, provided that a Payment Card Account is available.
- 13.24. The issuance of a Virtual Card in electronic form is carried out by the Client independently through the channels for providing this service.
- 13.25. The Digital Card is issued remotely using Biometric Identification tools when establishing a business relationship with the Client, as well as when providing Electronic Banking Services to the Client.
- 13.26. The Investment Card is issued in physical form/remotely to a separate Payment Card Account, which is linked to the Brokerage Account balance. The issuance of an additional card to the Investment Card is provided for in the terms of the banking product and Tariffs.
- 13.27. The Investment Card is issued remotely by the Client independently through remote service channels/the Remote Banking System.
- 13.28. When a debit card transaction is carried out using an Investment Card, funds are automatically debited from the Brokerage Account through the Client's Payment Card Account based on a standing order from the sender of the funds.
- 13.29. When an incoming Card transaction (replenishment) is carried out on an Investment Card through the Client's Payment card Account, it is automatically transferred to the Brokerage Account based on the permanent order of the money sender.
- 13.30. In cases of absence/revocation of the permanent order of the sender of the money and (or) closure of the Brokerage Account, the Payment card Account is automatically blocked and then closed. The Payment Card Account is closed in accordance with the internal document governing the rules for opening, maintaining and closing accounts of individuals, and these General Conditions.
- 13.31. In the event of a seizure of funds within the established amount of the prohibition on the use of funds located in the Payment Card Account, and (or) in the event of suspension of expenditure transactions on the Payment Card Account in accordance with the Current Legislation, the standing order of the sender of the money cannot be executed by the Bank.

Authorization of Card Transactions and/or debit transactions on the Payment Card Account will not be available to the Client until the arrest on the funds in the Payment Card Account is lifted and/or until debit transactions on the Payment Card Account are resumed.

13.32. The issue of a Multicurrency Card/Investment Card is carried out simultaneously in 4 (four) currencies (KZT, USD, EUR, RUB).

For a Multicurrency Card, the main currency of the account is KZT. For an Investment Card (with multicurrency functionality), the main currency of the account is USD. At the same time, the issued Investment Card allows the Client to subsequently open additional accounts in any of the other 3 (three) currencies (CNY, TRY, AED) during the validity period of such a card based on an application for opening an additional account to the payment card approved by the Bank.

13.33. For a Multicurrency Card/Investment Card (with multicurrency functionality) linked to four accounts in different currencies simultaneously, provided that the required amount is available in the account in the corresponding currency of the Card transaction, the amount in the currency of the Card transaction is immediately debited without conversion.

13.34. If there is insufficient money or no money in the account:

a) To debit the amount in the currency of the Card Transaction on a Multicurrency Card, the missing amount is covered from the Payment Card Account in another currency and simultaneously converted into the currency of the Card Transaction at the exchange rate set by the Bank on the date of the transaction. The priority for debiting in the currency of the Multicurrency Card accounts is established as follows:

KZT → USD → EUR → RUB;

USD → KZT → EUR → RUB;

EUR → KZT → USD → RUB;

RUB → KZT → USD → EUR;

b) For an Investment Card with multicurrency functionality, for debits in the card transaction currency, the missing amount is covered from the Client's brokerage account in a different currency, simultaneously converting the amount into the card transaction currency at the rate set by the Broker. The priority for debits in other currencies from the Client's Brokerage Account is set in descending order, from the largest to the smallest amount in US dollar equivalent, regardless of the currency of the debit.

In the event of a refund of the amount of a Card transaction made using a Multicurrency Card/Investment Card (with multicurrency functionality), the missing amount debited in another currency is credited to the account from which the missing amount was debited, with simultaneous conversion into the account currency at the exchange rate set by the Bank on the date of refund.

If the currency of the Card transaction does not match any of the currencies of the Multicurrency Card/Investment Card (with multicurrency functionality), the amount of the Card transaction is debited from the account in USD.

In this case, the priority of debiting in foreign currency on a Multicurrency Card is set as follows: the currency of the Card transaction USD → KZT → EUR → RUB.

The priority for debiting in foreign currency under the Investment Card is set as follows: Card transaction currency USD → KZT → EUR → RUB → CNY → TRY → AED depending on the availability of the account.

When transferring between accounts, conversion is carried out at the exchange rate set by the Bank for transactions at the time of the transfer.

When replenishing a Multicurrency Card/Investment Card (with multicurrency functionality), funds are credited to the account corresponding to the deposit currency.

When replenishing a Multicurrency Card/Investment Card (with multicurrency

functionality) in a currency other than the primary account currency, funds are credited after conversion into the primary account currency at the exchange rate set by the Bank on the date of receipt of the financial document.

- 13.35. The Bank automatically processes card transactions on the FreePay Card for microloan/installment/loan repayments. Payments are debited from the Client's Payment Card Account based on the sender's standing order.
- 13.36. The issuance of a Child's Card in electronic form or on a plastic carrier is carried out only as an Additional Card to the Parent's main Card, and on the basis of a corresponding application submitted by the Parent to the Bank.
- 13.37. If funds in the Parent's Payment Card Account are seized or spending transactions on such account are suspended in accordance with the Current Legislation, the restrictions will also apply to the Child's Card.
- 13.38. The parent sets, at their discretion, in the Mobile Application a spending limit/amount restriction for the Child Card for spending transactions through cash desks/ATMs/terminals and transfer transactions, as well as for payments on the Internet.
- 13.39. Deposit Cards/Children's Cards are issued simultaneously in two currencies (KZT, USD). During the validity period of such Cards, additional accounts may be opened for the Client (based on an application to open an additional account to a payment card approved by the Bank) for the issued:
- Deposit Card in 9 (nine) currencies (EUR, RUB, CNY, TRY, AED, KGS<sup>2</sup>, TJS<sup>2</sup>, GEL<sup>2</sup>, UZS<sup>2</sup>);
  - Children's Card in 5 (five) currencies (EUR, RUB, CNY, TRY, AED).
- In this case, for the Deposit Card/Children's Card, the main account currency is KZT.
- 13.40. The Deposit Card is linked simultaneously to all accounts opened upon its issue and allows the amount of the Card transaction to be debited instantly, without conversion, provided the required amount is available in the corresponding account, in a currency that matches the currency of the Card transaction.
- 13.41. If there are insufficient or no funds in the account to debit the currency of the Card transaction using the Deposit Card, the missing amount is covered from another account, with the amount in the currency of the Card transaction simultaneously converted at the exchange rate set by the Bank on the date of the transaction. The priority for debiting the account currency is determined as follows (if the relevant currencies are available):
- KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - USD → KZT → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - EUR → KZT → USD → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - RUB → KZT → USD → EUR → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - CNY → KZT → USD → EUR → RUB → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - TRY → KZT → USD → EUR → RUB → CNY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - AED → KZT → USD → EUR → RUB → CNY → TRY → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - KGS<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;
  - TJS<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>;

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<sup>2</sup> After technical implementation

GEL<sup>2</sup>→ KZT → USD → EUR → RUB → CNY→ TRY → AED → KGS<sup>2</sup> → GEL<sup>2</sup>→  
UZS<sup>2</sup>;  
UZS<sup>2</sup> → KZT → USD → EUR → RUB → CNY→ TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup>→  
GEL<sup>2</sup>.

- 13.42. If the currency of the Card transaction does not match any of the currencies of the Card accounts, the amount of the Card transaction is debited from the account in USD. Transaction currency USD → KZT → EUR → RUB → CNY→ TRY→ AED→ KGS<sup>2</sup>→ TJS<sup>2</sup>→ GEL<sup>2</sup>→UZS<sup>2</sup>. When transferring between Card accounts, conversion is carried out at the currency sale/purchase rate set by the Bank for transactions at the time of the transfer.
- 13.43. Cash withdrawals from payment card accounts in CNY/TRY/AED/KGS/TJS/GEL/UZS are not available at the Bank's branches/offices.
- 13.44. In cases of absence/revocation of a standing order from the sender of funds on the Deposit Card (for replenishment of the Deposit/transfer for conducting transactions on the Card), the Account is automatically blocked and subsequently closed in accordance with the internal document regulating the rules for opening, maintaining and closing accounts of individuals.
- 13.45. In the event of a seizure of funds within the established amount of the prohibition on the use of funds located in the Account with a payment card (Deposit Card), and (or) in the event of suspension of expenditure transactions on the Account of a payment card (Deposit Card) in accordance with the Current Legislation, the standing order of the sender of the money cannot be executed by the Bank.
- 13.46. The Freedom currency is opened as an additional currency upon issuance of a Multicurrency and/or Deposit Card in accordance with the terms of the «Freedom Investment Currency» banking product.
- 13.47. When the Client carries out a debit transaction, the total available amount in the payment card accounts (multicurrency and deposit) is calculated taking into account the Freedom Currency.
- 13.48. The priority for debiting in the currency of payment card accounts (multicurrency and deposit) is set as follows (if the corresponding currencies are available):  
For the Multicurrency Card:  
KZT → USD → EUR → RUB → CNY→ TRY→ AED→ Freedom;  
USD → KZT → EUR → RUB → CNY→ TRY→ AED→ Freedom;  
EUR → KZT → USD → RUB → CNY→ TRY→ AED→ Freedom;  
RUB → KZT → USD → EUR → CNY→ TRY→ AED→ Freedom;  
CNY → KZT → USD → EUR → RUB→ TRY→ AED→ Freedom;  
TRY → KZT → USD → EUR → RUB→ CNY→ AED→ Freedom;  
AED → KZT → USD → EUR → RUB → CNY→ TRY→ Freedom;  
Freedom → KZT → USD → EUR → RUB → CNY→ TRY→ AED.  
For the Deposit Card:  
KZT → USD → EUR → RUB → CNY→ TRY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→  
UZS<sup>2</sup>→ Freedom;  
USD → KZT → EUR → RUB → CNY→ TRY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→  
UZS<sup>2</sup>→ Freedom;  
EUR → KZT → USD → RUB → CNY→ TRY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→  
UZS<sup>2</sup>→ Freedom;  
RUB → KZT → USD → EUR → CNY→ TRY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→  
UZS<sup>2</sup>→ Freedom;  
CNY → KZT → USD → EUR → RUB→ TRY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→  
UZS<sup>2</sup>→ Freedom;  
TRY → KZT → USD → EUR → RUB→ CNY→ AED→ KGS<sup>2</sup> → TJS<sup>2</sup>→ GEL<sup>2</sup>→

UZS<sup>2</sup>→ Freedom;  
AED → KZT → USD → EUR → RUB → CNY → TRY → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup> → Freedom;  
KGS<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup> → Freedom;  
TJS<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup> → Freedom;  
GEL<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → Freedom;  
UZS<sup>2</sup> → KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → Freedom;  
Freedom → KZT → USD → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup>.

13.49. If the Card Transaction currency does not match any of the payment card account currencies (multicurrency and deposit), the Card Transaction amount is debited from the account in USD. In this case, the priority of write-off in the account currency is set as follows:

For the Multicurrency card:

- currency of the transaction USD → KZT → EUR → RUB → CNY → TRY → AED → Freedom.

For the Deposit card:

- currency of the transaction USD → KZT → EUR → RUB → CNY → TRY → AED → KGS<sup>2</sup> → TJS<sup>2</sup> → GEL<sup>2</sup> → UZS<sup>2</sup> → Freedom;

- currency of the transaction USD → KZT → EUR → RUB → CNY → TRY → AED → Freedom.

13.49.1. Issuance of the OGO Card is carried out with a Card expiration date established by the terms of the banking product.

13.49.2. The UPI Card is issued with the simultaneous opening of payment card accounts in three currencies: CNY, KZT and USD, with the main currency for maintaining the account being the Chinese yuan (CNY).

During the validity period of the UPI Card, the Bank has the right to open additional payment card accounts for the Client in other currencies (EUR, RUB, TRY, AED, KGS, TJS, UZS, GEL) based on the Client's application in the form established by the Bank.

13.49.3. The UPI Card, linked to Payment Card Accounts opened simultaneously in three currencies, ensures that the Card Transaction amount is debited in its transaction currency without conversion, provided that there is a sufficient balance on the respective Payment Card Account.

If there are insufficient or no funds in the Payment Card Account in the currency of the card transaction, the missing amount is written off from funds placed in other Accounts opened for the UPI Card, with simultaneous conversion into the currency of the Card transaction at the Bank's exchange rate set on the date of the transaction for non-cash transactions.

The debiting of funds from other Accounts is carried out in accordance with the currency priority established by the Bank, depending on the currency of the Card Transaction, if funds are available in the relevant currencies, in the following order:

CNY<sup>2</sup> → KZT<sup>2</sup> → USD<sup>2</sup> → EUR<sup>2</sup> → RUB<sup>2</sup> → TRY<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;  
KZT<sup>2</sup> → CNY<sup>2</sup> → USD<sup>2</sup> → EUR<sup>2</sup> → RUB<sup>2</sup> → TRY<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;  
USD<sup>2</sup> → CNY<sup>2</sup> → KZT<sup>2</sup> → EUR<sup>2</sup> → RUB<sup>2</sup> → TRY<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;  
EUR<sup>2</sup> → CNY<sup>2</sup> → KZT<sup>2</sup> → USD<sup>2</sup> → RUB<sup>2</sup> → TRY<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;  
RUB<sup>2</sup> → CNY<sup>2</sup> → KZT<sup>2</sup> → USD<sup>2</sup> → EUR<sup>2</sup> → TRY<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;  
TRY<sup>2</sup> → CNY<sup>2</sup> → KZT<sup>2</sup> → USD<sup>2</sup> → EUR<sup>2</sup> → RUB<sup>2</sup> → AED<sup>2</sup> → KGS<sup>2</sup> → TJS<sup>2</sup> → UZS<sup>2</sup> → GEL<sup>2</sup>;

AED<sup>2</sup>→CNY<sup>2</sup>→KZT<sup>2</sup>→USD<sup>2</sup>→EUR<sup>2</sup>→RUB<sup>2</sup>→TRY<sup>2</sup>→KGS<sup>2</sup>→TJS<sup>2</sup>→UZS<sup>2</sup>→GEL<sup>2</sup>;  
KGS<sup>2</sup>→CNY<sup>2</sup>→KZT<sup>2</sup>→USD<sup>2</sup>→EUR<sup>2</sup>→RUB<sup>2</sup>→TRY<sup>2</sup>→AED<sup>2</sup>→TJS<sup>2</sup>→UZS<sup>2</sup>→GEL<sup>2</sup>;  
TJS<sup>2</sup>→CNY<sup>2</sup>→KZT<sup>2</sup>→USD<sup>2</sup>→EUR<sup>2</sup>→RUB<sup>2</sup>→TRY<sup>2</sup>→AED<sup>2</sup>→KGS<sup>2</sup>→UZS<sup>2</sup>→GEL<sup>2</sup>;  
UZS<sup>2</sup>→CNY<sup>2</sup>→KZT<sup>2</sup>→USD<sup>2</sup>→EUR<sup>2</sup>→RUB<sup>2</sup>→TRY<sup>2</sup>→AED<sup>2</sup>→KGS<sup>2</sup>→TJS<sup>2</sup>→GEL<sup>2</sup>;  
GEL<sup>2</sup>→CNY<sup>2</sup>→KZT<sup>2</sup>→USD<sup>2</sup>→EUR<sup>2</sup>→RUB<sup>2</sup>→TRY<sup>2</sup>→AED<sup>2</sup>→KGS<sup>2</sup>→TJS<sup>2</sup>→UZS<sup>2</sup>.

13.50. The Bank issues the manufactured Card:

- 1) directly to the Cardholder;
- 2) or to the Cardholder's authorized representative, acting on the basis of a notarized power of attorney issued by the Cardholder;
- 3) or to a responsible employee of the organization, acting on the basis of a power of attorney from the Client, who is an employee of the organization, certified by the signature of the director and the seal of the organization;
- 4) or to an authorized person specified by the Cardholder in the Account Opening Application, indicating the OTP code sent by the Bank to the authorized person via one of the OTP code delivery channels provided for in these General Conditions;
- 5) To a Parent or a Parent's Authorized Person acting on the basis of a notarized power of attorney issued by the Parent within the framework of the «Children's Card» banking product.

13.51. Upon receipt of the Card, the Cardholder, their authorized representative, or the authorized employee of the organization signs the Bank's document certifying its receipt. Upon receipt of the Card by an authorized representative, the authorized representative's provision to the Bank of an OTP code sent by the Bank to the authorized representative via one of the OTP code delivery channels provided for in these General Conditions constitutes receipt of the Card.

13.52. For AML/CFT purposes, before issuing the Card, the Issuer carries out proper identification and verification of foreigners and stateless persons in accordance with the Internal Control Rules for the purpose of countering the legalization (laundering) of proceeds from crime and the financing of terrorism and the financing of the proliferation of weapons of mass destruction, establishes requirements for the documents they provide, and determines the conditions for the issue and use of payment cards.

13.53. Upon receipt of the Card by an authorized person, the Cardholder gives his consent to the authorized person to distribute and disclose information about the Card. The Cardholder is familiar with and agrees with the procedure for issuing a Card on a physical medium (plastic) by the Bank to an authorized person, namely, that the Card is issued by the Bank after the Bank receives an OTP code from an authorized person sent by the Bank to the authorized person through one of the OTP Code Delivery Channels provided for in these General Conditions.

13.54. If the Cardholder fails to appear at the Bank to collect the Card within six (6) calendar months from the date of submission of the Account Opening Application, the Bank will destroy the Card. The Bank's fee for issuing and servicing the Card will not be refunded.

13.55. The Corporate Payment Card is intended for:

- payment of expenses related to the main activities of legal entities and individual entrepreneurs (individuals carrying out entrepreneurial activities without forming a legal entity) (hereinafter referred to as the Company);
- travel and representation expenses of the Company;
- the operating and overhead expenses of the Company;
- transportation expenses of the Company;
- transfer of the microloan amount issued by a microfinance organization in favor of its borrower (an individual) to his/her Bank payment card account (as part of lending to the borrower by the microfinance organization).

13.56. The corporate payment card is issued using one of the following service delivery channels:

- a) through a branch/office of the Bank;

b) through remote service channels, including the Mobile Application.

The corporate payment Card can be issued linked to either an existing current account of a legal entity opened with the Bank or to the opening of a new current account of a legal entity.

13.57. The OGO Card is issued in accordance with the terms of the banking product through the partner's remote channel (the partner's mobile application) in an authorized zone with a transition to a web-view (an independent web page opened by the Bank on the Internet, with a transition to this web page within the partner's remote channel for the issuance and servicing of the Card).

13.57.1. Issuance of the OGO Card is carried out on the basis of relevant documents signed by the Client via an OTP code in accordance with the terms of the banking product.

13.57.2. Issuance of the OGO Card is carried out in KZT.

13.57.3. The OGO Card allows for instant debit/credit transactions while simultaneously increasing/decreasing the balance of the Client's personal account with the partner. The Card balance reflects the balance of the Client's personal account with the partner:

1) When conducting a debit Card Transaction, money is automatically debited from the Client's personal account with the partner and credited to the Client's Payment Card Account;

2) When conducting a credit Card Transaction (top-up), money is credited to the Client's Payment Card Account with a subsequent transfer of funds to the Client's personal account with the partner based on a standing order from the remitter.

In cases where the remitter's standing order is absent or revoked and/or the partner's bank account is closed, the Client's Payment Card Account is automatically blocked followed by its closure. The closure of the Client's Payment Card Account is carried out according to the Bank's Internal Document regulating the rules for opening, maintaining, and closing accounts for individuals, and these General Terms.

In the event of an arrest placed on funds, within the established limits of the prohibition on the use of funds, located in the Client's Payment Card Account, and/or upon suspension of debit transactions on the Payment Card Account in accordance with Applicable Law, the remitter's standing order cannot be executed by the Bank.

Authorization of Card Transactions and (or) debit transactions on the Payment Card Account will be unavailable to the Client until the arrest is lifted from the funds in the Payment Card Account and (or) until debit transactions on the Payment Card Account are resumed.

13.57.4. Credit Card Transactions via OGO Card:

✓ Incoming P2P transfers / by phone number registered in the partner's mobile network, from a Bank payment card to a Card within the Bank;

✓ Incoming P2P transfers / by phone number registered in the partner's mobile network, to the Card from a payment card of another bank (within/outside the territory of the Republic of Kazakhstan);

Debit Card Transactions via OGO Card:

✓ Outgoing P2P transfers from the Card to a Bank payment card;

✓ Outgoing P2P transfers from the Card to a payment card of another bank (within/outside the territory of the Republic of Kazakhstan);

✓ Cash withdrawal at ATMs within the Bank's network / acquirer bank network with NFC functionality;

✓ Payment for goods/works and (or) services via the Internet (*e-POS terminals*) / POS terminals (using a token) / e-com, subject to the spending limits and restrictions established by the Bank's Internal Documents regulating transaction procedures.

13.57.5. By adhering to these General Terms, the Client has the right to independently dispose of funds in the Payment Card Account / OGO Card, in an amount equal to the balance of the Client's personal account with the partner.

- 13.58. The Bank has the right to establish restrictions on servicing the Payment Card Account and/or Card, due to interaction with a partner/Broker, which in certain cases may affect the provision of services.

#### **ARTICLE 14. TECHNICAL (UNAUTHORIZED) OVERDRAFT**

- 14.1. The Overdraft allowed by the Client/Cardholder is subject to immediate repayment by the Client.
- 14.2. If the Client/Cardholder allows an Overdraft, the Bank will block the Card in accordance with these General Conditions. Any overdraft by the Client/Cardholder is considered a material breach of the Card's terms of service and may result in termination of the business relationship with the Bank. The Client/Cardholder undertakes to avoid overdrafts by monitoring the spending of funds on the Payment Card Account and taking into account the Bank's commission for Card transactions.
- 14.3. From the moment any debt of the Client to the Bank is formed, the funds received into the Account/Payment Card Account are used to pay off the total amount of the debt on the Overdraft as of the current date, with the exception of alimony, benefits, social payments and one-time pension payments for improving housing conditions, which are available in special bank accounts.
- 14.4. If there are insufficient funds in the Account/Payment Card Account in the currency from which the Overdraft debt is to be written off, the Bank reserves the right to convert the required equivalent of the debt amount from the Account/Payment Card Account in another currency and write off the debt amount. The conversion is performed at the Market Exchange Rate.
- 14.5. If the amount in the Account/Payment Card Account is insufficient to repay the Overdraft debt, the Bank has the right, at its own discretion, to collect the amounts of the Client's debt in accordance with the Current Legislation, including by uncontested debiting of the amount of the debt from any Accounts/Payment Card Accounts/accounts opened in any banks, including from the Client's brokerage account if there is an available balance in the brokerage account, with the exception of funds that are in Special Accounts.

#### **ARTICLE 15. RULES FOR USING THE CARD**

##### **§ 1 THE PROCEDURE FOR ISSUING AND STORING THE CARD**

- 15.1. Upon receipt of the Card, the Cardholder shall sign in the designated field on the reverse side of the Card.
- 15.2. At the Client's request, an Additional Card may be issued for the Payment Card Account in the name of any person specified by the Client in the relevant application (provided that such person provides all documents stipulated by these General Conditions, and in the event that the issuance of an Additional Card to the specified person does not contradict the Current Legislation or the Bank's Internal Documents).
- 15.3. The Client controls and bears full financial responsibility for the expenses of Additional Cardholders incurred using Additional Cards.
- 15.4. Transferring the Card to third parties for use or as collateral is prohibited. Any Card presented by an unauthorized person will be subject to confiscation.
- 15.5. On the reverse side of the Card (except for a Virtual Card), there is a magnetic stripe containing encoded information. The Card must not be exposed to any adverse factors that may damage the data recorded on the storage medium and, as a result, lead to the inability to perform Card Transactions using the Card. Examples of such adverse factors include electromagnetic fields (proximity to magnetized objects or objects containing magnets), mechanical damage (scratches, contamination, overheating, direct exposure to sunlight), and other similar impacts.
- 15.6. An integrated circuit with information encoded on it is placed on the front side of the

- Card. The integrated circuit is resistant to electromagnetic fields and atmospheric influences.
- 15.7. The Bank is not responsible for damages caused to the Card as a result of use in ATMs and other electronic and mechanical devices.
- 15.8. The Virtual Card differs from other Cards in shape, does not have a hologram of the Payment Card System, as well as a magnetic strip and an integrated circuit.
- 15.9. The Cardholder must ensure that the Card is properly stored in places and in a manner that excludes the possibility of unauthorized access/use by third parties.
- 15.10. The Cardholder assumes all risks associated with the use of the Card, including in connection with unauthorized access to the Card/use by third parties of the Card and/or information contained in the Statement, and/or other information/correspondence intended for the Cardholder;
- 15.11. The Card is the property of the Bank and is issued to the Cardholder, acting as an authorized representative of the Client, only as a means of accessing funds in the Payment Card Account.
- 15.12. Before issuing a Card/Additional Card, the Bank shall carry out the measures necessary to comply with the requirements of the legislation of the Republic of Kazakhstan in the field of AML/CFT in terms of conducting due diligence and identification of the Client/Cardholder in accordance with the Internal Control Rules for the purposes of AML/CFT and the financing of the proliferation of weapons of mass destruction.

#### **§ 1-1. CONDITIONS FOR ISSUING A PLASTIC CARD ISSUED THROUGH THE REMOTE BANKING SYSTEM FOR COURIER DELIVERY**

- 15.12-1. When a Client reorders a plastic Card through the Remote Banking System, delivery is carried out to the address via a third-party courier service with which the Bank has entered into a corresponding agreement. Upon Card issuance, the Client/Cardholder consents to the collection and processing of personal data, including consenting to the Bank providing the Client/Cardholder's personal data to the courier service for Card delivery.
- 15.12-2. Upon delivery of the plastic card, the courier service employee will issue the card to the cardholder in person. Third parties, including those with a power of attorney, are not permitted to collect the plastic card (with the exception of salary cards issued to residents of the Republic of Kazakhstan).
- 15.12-3. To receive a plastic Card from a courier service employee, the Client/Cardholder must present an identity document, provide the OTP code received through one of the OTP code delivery channels provided for in these General Conditions at the time of delivery, and take a photo with the received envelope with the plastic Card enclosed (if there are no objections).
- 15.12-4. In case of receiving an instant plastic Card enclosed in an envelope, after opening the envelope, the Client/Cardholder must show the courier only the front side of the instant plastic Card to scan the number for the purpose of subsequent activation of the instant plastic Card by the Bank.
- 15.12-5. Upon receipt of an instant plastic card, the Client/Cardholder manually signs the documents required by the relevant bank card product.
- 15.12-6. Delivery of a plastic card (including instant delivery) is carried out only within the city limits selected from the list in the Remote Banking System.
- 15.12-7. The fee for delivery of a plastic card (if any) is charged by the Bank in accordance with the Bank's current Tariffs at the time of ordering a plastic card in the Remote Banking System.
- 15.12-8. The validity period for a plastic card delivery request is one month from the date the Client initiates the request. After this period, the request is automatically cancelled by the

Bank. The Bank will store the issued plastic card for six months from the date of issue, and the Client/Cardholder has the opportunity to resume the delivery process during this period. After six months, the Bank will destroy the unclaimed card in accordance with its internal procedures. The Bank's fee for issuing and delivering the plastic card (if any) is not refunded to the Client/Cardholder.

- 15.12-9. In case of additional order (via the Remote Banking System) by the Client/Holder of an instant plastic Card and failure to issue the manufactured plastic to the Client/Holder upon delivery (in cases of the Client's refusal of delivery by telephone/the Client's refusal to receive upon delivery/incorrect confirmation of the OTP code by the Client upon delivery/the Client's refusal to present an identity document upon issue/other), such Card will not be stored by the courier service/Bank, and a new application in the Remote Banking System is initiated by the Client to receive the instant plastic Card.
- 15.12-10. In cases where the plastic Card is not issued to the Client/Cardholder (refusal of delivery by phone/refusal to receive upon delivery/incorrect confirmation of the OTP code upon delivery/refusal to present an identity document upon receipt/other), the accrued Bank commission for issuing and delivering the plastic Card will not be refunded to the Client/Cardholder.
- 15.12-11. In case of the Client/Cardholder's refusal to have the plastic (including instant) Card delivered to the address (initially specified in the re-order request) and the Client/Cardholder's subsequent wish to receive it at a branch/office of the Bank, the request is recognized by the Bank as an order with courier delivery, and the Bank's accrued commission for delivery is not refunded to the Client/Cardholder.

## **§ 2 PIN CODE**

- 15.13. Excluded;
- 15.14. The Cardholder must assign a PIN code via the Remote Banking System/ATM.
- 15.15. The PIN code is not known to Bank employees and is not disclosed or transferred by the Cardholder to third parties. The Cardholder ensures the secrecy of the PIN code for the entire duration of the Card's use.
- 15.16. The Cardholder may, at their discretion, change their current PIN code via the Bank's ATM or the Remote Banking System to a new four-digit PIN code, provided the Bank provides this service. It is recommended to adhere to the following rules to ensure the secrecy of the PIN code:
- 1) If the PIN code is written down somewhere by the Cardholder, the Card and the recording should be kept separately;
  - 2) do not allow anyone to see the PIN code being entered on the device's keyboard;
  - 3) when changing the current PIN code to a new one at your own discretion, do not use combinations consisting of repeating (for example, 7777) or sequential (for example, 1234) digits, or those consisting of the digits of the Cardholder's date of birth.
- 15.17. When entering a PIN, the numbers on the display of electronic devices appear as symbols. It is important to avoid entering the PIN incorrectly. If an incorrect PIN is entered three times in a row (at any time, using the same or different electronic devices), the Bank will block the Card upon a fourth consecutive error. The Client understands and agrees that their Card may be retained by the ATM or confiscated by the vehicle title or cash register until the cause of the incorrect PIN entry is determined.
- 15.18. All transactions carried out using electronic devices and confirmed by entering a PIN code are considered to be carried out by the Cardholder.
- 15.19. If the PIN code has been forgotten, the Cardholder has the opportunity to change the PIN code via the Mobile Application/ATM.

## **§ 3 CARD USAGE**

- 15.20. To carry out Card transactions, the Cardholder presents the Card to the cashier of the

- TSE or CWP or carries out actions using the ATM in self-service mode or carries out Card transactions in another way using the Card details.
- 15.21. The cashier reserves the right to request identification from the Cardholder. In the absence of such identification, the cashier reserves the right to refuse the Cardholder's transaction.
- 15.22. After accepting the Card, the Cashier sends a request to the Bank via the POS terminal to authorize the Card Transaction. The Cashier inserts the Card into the POS terminal reader and enters the transaction amount on the keypad. The Cashier may prompt the Cardholder to confirm the transaction by entering a PIN on a special keypad. The request is sent to the Bank via operational communication channels. If there are sufficient funds in the Payment Card Account and the correct PIN is entered (if the PIN was entered by the Cardholder), a receipt is printed in duplicate, confirming the transaction. The Cashier gives the Cardholder one copy of the receipt. When authorizing using contactless payment methods, the Cashier may request a PIN and signature (depending on the POS terminal settings configured by the acquiring bank). The Cardholder verifies the accuracy of the information entered on the receipt. Depending on the technology adopted, the printed receipt may be certified by the signatures of the Cardholder and the cashier.
- 15.23. Entering the correct PIN code and/or signing on behalf of the Cardholder on checks constitutes the Cardholder's order to withdraw Money from the Account.
- 15.24. The cashier has the right to retain the Card until the circumstances stipulated by the General Conditions are clarified, and in the event of suspicions regarding the Client or the transactions carried out by him in accordance with the Internal Documents of the Bank.
- 15.25. The Bank and the Client hereby agree that payment of invoices for Card Transactions made by the Cardholder shall be made by means of the undisputed withdrawal by the Bank from the Payment Card Account of the required amount on the basis of the General Conditions and without any additional consent of the Client, with the exception of benefits and social payments that are available in special bank accounts.
- 15.26. The Cardholder is fully responsible for ensuring the safety of his Card, as well as the confidentiality of its details (Cardholder's full name, Card number, Card expiration date, CVV/CVC code, etc.).
- 15.27. The Bank transfers funds from the Payment Card Account in favor of the Beneficiary based on the Client's written application for the transfer of the Beneficiary's Electronic Document/Payment Document received by the Bank, no later than 3 (three) business days from the date of submission of the Client's written application to the Bank or the Bank's receipt of the Beneficiary's Electronic Document/Payment Document.
- 15.28. For a Card Transaction initiated by the Client/Cardholder/Payment Card System Participant, the Bank reserves the right to block funds in the Payment Card Account equal to the Authorization amount (subject to the Bank's commission) until the receipt of supporting documents for the completed Card Transaction. The Bank may debit any funds blocked in the Payment Card Account, including after the Bank receives a request to block the Card.
- 15.29. The Client undertakes to unconditionally pay for Card Transactions:
- 1) confirmed by entering the correct PIN code and/or the signature of the Cardholder;
  - 2) carried out using a physical card chip (contact or contactless method);
  - 3) carried out using a token (the token is created by the Cardholder confirming the OTP code sent by the Bank via one of the OTP code delivery channels provided for in these General Conditions)
  - 4) carried out by specifying the Card details and/or confirmed by entering the correct CVV/CVC code/3D Secure password/OTP code sent via one of the OTP code delivery channels provided for in these General Conditions when performing Card transactions on the Internet.

Card transactions will be considered valid if the Bank has not received an application to block or cancel the Card before they are completed.

- 15.30. If there are any objections regarding the Card Transaction carried out, the Client/Cardholder has the right to submit a claim to the Bank regarding it within 35 (thirty-five) calendar days from the date of the Card Transaction, attaching the available documents.
- 15.31. If the Client/Cardholder's claim is justified, the Bank, based on the investigation conducted, may cancel the relevant Card Transaction within the time period specified by the IPS, if such cancellation is possible.
- 15.32. In the event of a cancellation of a Card Transaction, the Bank will credit the funds returned by the Beneficiary to the appropriate account as and in the amount received by the Bank. The fact that funds are reimbursed to the appropriate current account (upon cancellation of a Card Transaction) confirms the Bank's fulfillment of its obligations to the Client/Cardholder. The commission charged by the Bank for a Card Transaction (at the acquiring bank's ATMs within/outside the Republic of Kazakhstan), including for a disputed Card Transaction, is non-refundable to the Client/Cardholder for such transaction.
- 15.33. The Bank's settlement currencies with international payment systems are US dollars and tenge. The amount of a Card Transaction conducted in a currency other than US dollars or tenge is converted into US dollars at the exchange rate set by the international payment system on the day of settlement with the Bank for the Card Transaction and is debited by the Bank from the Client's Payment Card Account without dispute, using the international payment system's conversion rate.
- 15.34. Funds deposited into the Account/Payment Card Account are processed in accordance with applicable law. The Bank credits funds received by the Bank in favor of the Client to the Account/Payment Card Account, with the relevant details provided, within three (3) business days of the Bank's receipt of all required documents. If the currency of the incoming funds differs from the currency of the Account/Payment Card Account, the Bank converts the incoming funds at the current currency conversion rate set by the Bank on the day of the conversion.
- 15.35. Account/Payment Card Account Statements are provided in accordance with the Bank's Internal Documents. The Client is provided with a statement reflecting Card transactions on the Payment Card Account for all Cards issued under the General Conditions.
- 15.36. When conducting Card transactions in self-service mode, the Cardholder undertakes to strictly adhere to the instructions of the technical equipment used (ATMs, bank kiosks, etc.). The Client is fully responsible for the Cardholder's failure to comply with the terms of this clause of the General Conditions.

#### **§ 4 RECEIVING CASH**

- 15.37. The Cardholder receives cash using the Card at the CWP of the acquiring Bank or through an ATM.
- 15.38. Cash withdrawals are generally issued using the Card in the currency of the host country. In some countries, the frequency and maximum amount of cash withdrawals may be limited by the laws of the host country.
- 15.39. Due to the fact that the rules of different IPS may differ, the Bank is not responsible for charging the CWP any additional remuneration (not related to the Bank's Tariffs).
- 15.40. Cash withdrawal at the CWP of the acquiring bank is made during Authorization.
- 15.41. Cardholders can withdraw cash from an ATM using self-service. At the same time, it is recommended to recalculate the cash received.
- 15.42. After the Card Transaction is completed and the banknotes are withdrawn from the ATM, the receipt is printed (if the Cardholder has selected the option to print the receipt).

Due to the confidentiality of the information contained in the receipt, it is recommended to take the printed receipt with you and never leave it near the ATM.

- 15.43. If you enter an incorrect PIN code, a corresponding notification will appear on the ATM display, and the Card transaction will be denied.
- 15.44. A transaction for a valid Card may be rejected if the correct PIN code is entered for the following reasons:
- 1) the requested amount cannot be issued using banknotes available in the ATM cassettes, you should request an amount that is a multiple of the minimum banknote denomination specified in the instructions for the ATM;
  - 2) the requested amount exceeds the one-time withdrawal limit determined by the dimensions of the ATM's cash dispenser. You must split the requested amount into parts and repeat the operation several times;
  - 3) the requested amount exceeds the one-time withdrawal limit determined by the Bank servicing the ATM. It is necessary to split the requested amount into parts and repeat the operation several times;
  - 4) the requested amount exceeds the balance on your Payment Card Account. In this case, it is recommended to request a smaller amount, which can be verified by using the printout function for the balance on your Payment Card Account or through the Mobile App;
  - 5) the requested amount exceeds the daily limit for cash withdrawals through the ATM set by the Cardholder/Bank;
  - 6) for other technical reasons.
- 15.45. When using an ATM, please remember that if the returned Card and/or dispensed banknotes are not withdrawn by the Cardholder from the dispensing device within 20 (twenty) seconds, the security system will be activated and, to protect the Client's cash, the Card and/or banknotes will be drawn into the ATM and held in a special compartment. In such cases, the Card may be returned to the Cardholder by the acquiring bank, at the Customer's request, only after clarification of the reasons for the Card's retention and consultation with the acquiring bank. The amount of the Card Transaction withdrawn from the Payment Card Account following Authorization (or the unrecovered portion of this amount) may be restored only after the ATM has been collected and the amount of cash not withdrawn by the Cardholder has been clarified. The Cardholder has the right to contact the Bank for assistance in negotiations with the acquiring bank.
- 15.46. Receiving cash using a Deposit Card:
- 1) at the Bank's CWP (with/without the use of plastic), payments are made in the following currencies: KZT, USD, EUR, RUB, with the exception of the following currencies: CNY/TRY/AED/ KGS/TJS/GEL/UZS;
  - 2) at the CWP of the acquiring bank/at the acquiring bank's ATMs (using plastic):
    - within the territory of the Republic of Kazakhstan, payments are made in KZT, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
    - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
  - 3) at ATMs of the Bank/acquiring bank on the territory of the Republic of Kazakhstan is carried out in KZT.
- 15.47. Receiving cash with a Digital Card:
- 1) at the Bank's CWP, payments are made in the following currencies: KZT, USD, EUR, RUB, with the exception of the following currencies: CNY/TRY/AED/ KGS/TJS/GEL/UZS;
  - 2) at the CWP of the acquiring bank: according to the internal decisions of the acquiring bank within/outside the territory of the Republic of Kazakhstan;

- 3) at the Bank's ATMs<sup>2</sup>: in KZT, according to the Bank's internal decisions within/outside the territory of the Republic of Kazakhstan;
- 4) at the ATMs of the acquiring bank: in accordance with the internal decisions of the acquiring bank within/outside the territory of the Republic of Kazakhstan.

## **§ 5 PAYMENT FOR GOODS AND SERVICES IN TSE**

- 15.48. According to the rules of the IPS, TSE is not entitled to inflate the price of goods or services when accepting a Card for payment. The Cardholder is obligated to notify the Bank of any instances of inflated prices for goods or services.
- 15.49. Cashless payment for goods and services of the TSE using the Card is made in the automated Authorization mode;
- 15.50. Subject to the restrictions established by Current Legislation, the Cardholder has the right to return a purchase paid for with the Card or refuse a service paid for with the Card. To do this, at the Cardholder's request and with the consent of the TSE, the cashier will perform a «return of purchase» transaction. A purchase can be returned before or after the TSE receives the Authorization Code. In the first case, the transaction is canceled directly at the TSE by terminating its registration. In the second case, the Cardholder must request a reversal, since after receiving the authorization code, the transaction amount is debited from the Payment Card Account. To perform a reversal, the cashier uses the special POS terminal function («Reversal») to print a special receipt and may request the presentation of an identity document. In this case, the transaction amount will be restored to the Payment Card Account the next business day after the Bank receives information about the reversal transaction from the relevant international payment system. This circumstance should be taken into account when calculating the amount available on the Card.
- 15.51. Online payment is made by the Cardholder using the Card details (CVV/CVC code, if required). When requesting the Cardholder Name, please provide the first and last name in Latin characters, as shown on the Card.
- 15.52. The Bank remains uninvolved in disputes between the Cardholder and the TSE, or between Cardholders. The Bank will advise the Cardholder in the event of disputes regarding transactions presented to them for payment, subject to the submission of the required documents.
- 15.53. Payment for goods and services by Card (using plastic):
- 1) in the Bank's TSE is carried out in KZT;
  - 2) in the acquiring bank's TSE:
    - in the territory of the Republic of Kazakhstan it is carried out in KZT, in other currencies according to the internal decisions of the acquiring bank;
    - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank.
- 15.54. Payment for goods and services by Card (using its details via the Internet)/Digital Card:
- 1) The Bank's TSE is issued in KZT;
  - 2) in the acquiring bank's TSE:
    - within the territory of the Republic of Kazakhstan, payments are made in KZT, as well as in other currencies in accordance with the internal decisions of the acquiring bank;
    - outside the territory of the Republic of Kazakhstan, it is carried out in the currency of the host country, as well as in other currencies in accordance with the internal decisions of the acquiring bank.

**§ 5-1. ONLINE PAYMENT FOR GOODS AND SERVICES VIA THE CLICK TO PAY SERVICE (CTP)**

- 15.54-1. Connecting the Card to Click to Pay (CTP), as well as its use within the CTP, means full and unconditional acceptance of these General Conditions.
- 15.54-2. By accepting these General Conditions, the Cardholder:
- confirms consent to connect the Card to the CTP;
  - instructs the Bank to carry out tokenization of the Card;
  - provides consent to the transfer of personal data to the Visa International Payment System and other participants in the CTP infrastructure;
  - confirms familiarization with the possibility of not using CTP (opt-out);
  - confirms that the use of the CTP service is carried out on its initiative, after familiarization with these General Conditions and taking into account the technological features of the service.
- 15.54-3. CTP is used exclusively for payment for goods and/or services on the Internet.
- 15.54-4. The Bank is not the owner, operator, developer, administrator or provider of the CTP service and does not control its functioning.
- 15.54-5. Visa IPS is not a party to the transaction between the Cardholder and the TSE. All obligations arise solely between the Cardholder and the relevant TSE.
- 15.54-6. The Bank does not guarantee uninterrupted operation of the CTP, service availability at all times, acceptance of the CTP by all Internet resources, the absence of technical errors, or the absence of restrictions from third parties.
- 15.54-7. Transactions confirmed using the authentication means provided by the CTP are considered to be completed by the Cardholder.
- 15.54-8. Connecting and disabling CTP (opt-out):
- 1) The Bank has the right to carry out identification and verification of the Cardholder;
  - 2) connection can be made automatically or at the initiative of the Cardholder;
  - 3) The Cardholder has the right to refuse to use CTP (opt-out) at any time through the Mobile Application;
  - 4) The Bank has the right to exclude the Cardholder from the CTP for the purposes of risk management or compliance with the requirements of the Current Legislation.
- 15.54-9. Authentication and Security:
- 1) OTP codes, Passkeys, and other authentication methods can be used to confirm Card transactions;
  - 2) the use of Passkeys is governed by an agreement between the Cardholder and the mobile device manufacturer;
  - 3) biometric data is not transferred to the Bank or Visa IPS, and does not leave the Cardholder's mobile device;
  - 4) The Cardholder assumes all risks associated with the use of a mobile device, storage of credentials, malware, phishing, compromise of email or mobile device number.
- 15.54-10. The bank is obliged to:
- 1) execute correctly authenticated orders;
  - 2) inform the Cardholder about completed transactions;
  - 3) provide the ability to opt-out of using CTP;
- 15.54-11. The Bank has the right to:
- 1) refuse to connect CTP;
  - 2) limit the use of CTP;
  - 3) suspend or terminate access to the CTP;
  - 4) delete the Card token from the CTP system;
  - 5) request additional documents from the Cardholder.
- 15.54-12. The Cardholder is obliged to:
- 1) use the CTP lawfully;
  - 2) ensure the security of the mobile device;

- 3) immediately notify the Bank of any suspected fraud;
- 4) Use the CTP service exclusively for its intended purpose and not take any actions aimed at bypassing the established authentication and protection mechanisms of the CTP service.

15.54-13. Liability:

- 1) The Bank shall not be liable for: the functioning of the CTP, the actions of the Visa International Payment System and/or other third parties, refusal to carry out a Card Transaction, lost profits and other indirect losses, moral damages, Internet failures, cyber attacks and malicious software, transactions confirmed by the correct use of authentication tools;
- 2) the Bank's liability shall arise solely in the presence of a proven breach of obligations by the Bank and shall be limited to the amount of funds actually written off illegally;
- 3) The Bank shall not be liable for failure to fulfill obligations due to: technical failures, communication interruptions, actions of government agencies, sanctions restrictions, restrictions of the international payment system, or other force majeure circumstances;
- 4) Visa IPS and its affiliates are not liable for any damages related to the use of CTP, except in cases expressly provided for by Applicable Law. Visa IPS's aggregate liability is limited to the lesser of the following amounts: actual damages incurred; the equivalent of US\$100;
- 5) The CTP service is provided subject to its technical specifications. Temporary interruptions, limitations, or unavailability of the service are possible due to reasons beyond the control of the Bank or Visa IPS (e.g., internet connection issues, technical updates, or equipment failures).

15.54-14. Continued use of the CTP by the Cardholder after receiving notice of changes to the terms and conditions (sent in the manner specified in paragraph 44.3 of Article 44 of these General Conditions) shall be deemed to be full and unconditional acceptance of these changes.

15.54-15. The use of CTP is an additional service to the Card and is terminated automatically upon closing the Card or termination of the banking service agreement.

## **§ 6 BLOCKING A CARD**

15.55. Blocking of the Card may be carried out with the initiative of the Cardholder, the Bank or third parties in accordance with the Current Legislation.

15.56. The primary Cardholder has the right to block both the primary and additional cards issued to their Payment Card Account. The additional Cardholder has the right to block the Card issued only in their name.

15.57. In case of loss, theft, detection of unauthorized debits from the Payment Card Account, detention at an ATM, declassification of the PIN code, refusal to use the PC, damage, termination of legal relations and termination of service of the Card, etc., the Cardholder is obliged to immediately block the Card:

- 1) independently via the Mobile app;
- 2) by contacting Online Bank or a Bank branch/office with verbal or written notification of the Card being blocked. In this case, if the Cardholder refuses to block the Card in the cases specified in paragraph 15.57, the Cardholder assumes responsibility for any unauthorized payments made and subsequent payments from the moment of their contact with the Bank. The Bank shall not be liable for such an Unauthorized Payment and shall not reimburse the Client for any losses incurred.

15.58. The Cardholder's notice of blocking of the Card shall come into effect from the moment of his written request to the Bank's branch/office or his registered request by telephone in Online Bank or self-blocking through the Mobile Application.

15.59. The blocking notification must include the Cardholder's last name, first name, and patronymic, and, if possible, additional information such as date of birth, Card number

and expiration date, and the reason for blocking. Contact information, such as address, mobile phone number, and email address, is recommended. The Cardholder is responsible for the full amount of damage caused to the Bank for failing to promptly notify the Bank of the loss or theft of the Card.

- 15.60. The Cardholder hereby unconditionally agrees that the Card is considered to be in their possession and use in the absence of a duly registered Blocking Notice by the Bank, and Card Transactions are considered to be duly authorized by the Cardholder until the Bank registers the Blocking Notice. The Cardholder bears the risk and liability for Card Transactions completed prior to the entry into force of the Blocking Notice.
- 15.61. In the event of a Card being blocked, verbal notification of blocking, with the inclusion of its details on the Stop List, must be confirmed by a written statement from the Cardholder, submitted to the Bank within 2 (two) business days from the date of verbal notification of blocking. If it is impossible to provide written notice of blocking within the above period, the Cardholder is obliged to notify the Bank in advance, stating the reasons for blocking, and, at the first opportunity, provide the Bank with a written statement confirming the verbal notification of blocking the Card. The Bank also informs the Client of the need to independently familiarize themselves with the Bank's Tariffs, which are posted on the Bank's official website <https://freedombank.kz/>.
- 15.62. The Bank reserves the right to record the Cardholder's telephone calls to the Bank, including to avoid any disputes. The Cardholder further agrees that the Bank's recording of the telephone call will constitute sufficient evidence of the content of the Cardholder's verbal blocking notification until such time as it is confirmed in writing in accordance with Section 15.61 of this Article of the General Conditions.
- 15.63. The Client unconditionally agrees that Card transactions made prior to the Bank registering the blocking notice are considered to be duly authorized by the Cardholder.
- 15.64. In the event of blocking a lost/stolen Card without adding the Card details to the stop list, there is a risk of unauthorized use of the lost/stolen Card in any device of the acquiring bank servicing cards, in any region of the world, except for the Bank's devices. In the event of a lost/stolen Card being blocked and its details being entered into a Stop List, which is valid for acquiring bank devices only in a specific region of the world, there is a risk of unauthorized use of the lost/stolen Card in any acquiring bank device in any other region of the world, with the exception of the devices of the Bank and acquiring banks in the region of the world in which this Stop List is valid. The Bank shall not be liable for the consequences of the unauthorized use of a lost/stolen Card due to blocking the lost/stolen Card at the Cardholder's instruction to place the card details on the Stop List, or by adding the card details to a Stop List that is only valid for acquiring bank devices in a specific region of the world, a possible discrepancy between the Blocking Notification and the Cardholder's wishes, or the consequences of the Bank's blocking of the Card. The Bank shall not be liable for the consequences of blocking the Card based on a Blocking Notification on behalf of the Cardholder, transmitted by telephone/fax in accordance with the requirements set forth in the General Conditions.
- 15.65. After blocking the Card, based on a written application from the Cardholder, the Bank issues a new Card with a new number and PIN code.
- 15.66. The Bank reserves the right to make claims against the Cardholder in the event of non-compliance with the requirements for the storage and use of the Card, as well as in the event of non-compliance with the secrecy of the PIN code (including after blocking the Card), as well as in the event of establishing intentional illegal actions of the Cardholder.
- 15.67. Upon discovery of a Card previously reported lost, the Cardholder is obligated to immediately notify the Bank and return the Card to the Bank. In the event of non-return of the recovered Card, as provided in this clause, the Cardholder assumes all risks associated with such non-return of the Card to the Bank and undertakes to reimburse the

Bank for any additional costs the Bank may incur related to the seizure of the Card.

15.68. If the Bank has reason to believe that there is a risk of unauthorized fraudulent transactions being carried out on the Client's Card, the Bank has the right to block the Card without prior notice and subsequently notify the Client.

15.69. Upon receipt of a written notice from the Client's employer indicating the resigning/resigning Cardholder, the Bank shall block the Client's payment card account/card until the Client makes a decision on the further relationship between the Bank and the Client, including the transfer to standard service terms or the closure of such account/card.

This clause applies to Cards issued within the framework of projects related to salary payments.

15.70. The Bank has the right to block the Card in the following cases:

- 1) when funds deposited in a payment card account are seized on the grounds provided for by the Current legislation;
- 2) when suspension of expenditure transactions on the payment card account on the grounds provided for by the Current legislation;
- 3) upon receipt of notification from the Client about the loss, theft and/or unauthorized use of the Card;
- 4) in case of non-fulfilment and/or improper fulfilment by the Client of the General Conditions;
- 5) upon receipt of information from the IPS about data compromise or suspicious activity on the Card;
- 6) if there is a suspicion of unauthorized use of the Card, if this fact is discovered by the Bank, until the circumstances are clarified, including if there is a suspicion of erroneous crediting of funds to the Payment Card Account;
- 7) upon receipt of information from the Client and/or other third parties about unauthorized Card transactions;
- 8) in other cases, provided by these General Conditions and/or the Current Legislation;

15.70-1. In the event of any change of residency, the Client shall contact the Bank with the relevant document confirming the change of residency (for the Bank to change the residency indicator in the Bank's system):

- 1) upon provision of such a document, the Bank shall:
  - a) closing the Card (including an additional Card) (except for the Deposit Card) and the Payment Card Account (if there is no balance on such account, after 30 (thirty) calendar days). If there is a balance on such Account, the Card (including an additional Card) is closed without closing the Payment Card Account. In this case, the Payment Card Account is closed by the Bank if there are no cash flow and/or no funds on such account for 1 (one) calendar year in accordance with the Current Legislation;
  - b) closing of the Deposit Card, Deposit Card Accounts, and Savings Accounts associated with it if there are no balances in the Savings Accounts. The remaining funds (if any) are transferred to the Deposit Card Account. In this case, the Deposit Card and Savings Accounts are closed without closing the Deposit Card Account. In this case, the Deposit Card Account is closed by the Bank (if there are no balances in such accounts) if there are no cash flow and/or no funds in such account for 1 (one) calendar year)) in accordance with the Current legislation;
  - c) issuance of a Card with new terms of the card product on the basis of a corresponding application provided by the Client, taking into account the performance of the actions specified in paragraphs a) or b) of this subparagraph;
- 2) if the Client fails to provide the relevant document confirming the change of residency, the Bank has the right to unilaterally, without an additional application from the Client, within 3 (three) business days from the date of discovery of the

change of residency of the Client, carry out the actions specified in subparagraphs a) or b) of paragraph 1).

## **§ 7 DETENTION/SEIZURE OF CARD**

- 15.71. The detention/seizure of the TSE Card is possible in cases where:
- 1) the Card is blocked, even after the expiration date of the Card;
  - 2) in response to the authorization request, an order was received to confiscate the Card;
  - 3) the person presenting the Card is not its Cardholder;
  - 4) obvious signs of Card forgery have been detected;
  - 5) The Cardholder forgot the Card in the TSE after the Card Transaction;
- 15.72. Detention/seizure of a Card by an ATM is possible in the following cases:
- 1) failure of the Cardholder to comply with the rules for using the card;
  - 2) ATM software failure;
  - 3) the Card is blocked with the status “seizure” and transactions with it are prohibited.
- 15.73. The Card is detained/seized by the ATM/TSE cashier. When a Card is detained/seized (except in cases where it is detained by an ATM), a corresponding report is drawn up.
- 15.74. The reason for the detention/seizure of the Card is determined by the Bank no later than the next business day following the day of the Cardholder’s application to the Bank/acquiring bank, orally (by telephone) or in writing;
- 15.75. The return of a detained/seized Card is made directly to the Cardholder after the Bank/acquiring bank has made a corresponding decision (including in the event of delivery of the detained/seized Card to the Bank), upon written application of the Cardholder.
- 15.76. Unblocking of the Card is carried out on the basis of a written application from the Cardholder submitted to the Bank.
- 15.77. Unblocking a Card (primary or supplementary) previously blocked at the Cardholder's initiative is performed based on a written request from the Cardholder or independently by the Cardholder in the Mobile App, provided that continued use of the PC is safe for the Cardholder. Unblocking a Card previously blocked due to loss/theft/compromise/fraud is not permitted.
- 15.78. Unblocking of the Card is carried out at the initiative of the Cardholder in the event that the Card is found/the Card is returned to the Client/the Card is withdrawn from the ATM/the suspicion of fraudulent use of the Card or its data is not confirmed/the circumstances of blocking are clarified.
- 15.79. Unblocking of a Card that was blocked at the initiative of third parties is carried out in accordance with the Current Legislation.
- 15.80. Unblocking of a Card/Payment Card Account that was blocked at the initiative of the Bank is carried out by the Bank if, upon receipt of a response about the encumbrance of the justice and state revenue authorities/upon repayment of the debt to the Bank in cases stipulated by the terms of the Card/suspensions of certain illegal actions are not confirmed.
- 15.81. Unblocking of a Card whose details are included in the Stop List is not permitted.

## **§ 8 CARD VALIDITY PERIOD, SUSPENSION AND TERMINATION OF CARD USE**

- 15.82. The Card indicates its expiration date (month and year). The Card is valid until the end of the last day of the month indicated on it.
- 15.83. In case of refusal to use the Card, its Holder is obliged to submit a corresponding written statement to the Bank and return the Card.
- 15.84. The Bank has the right, on the basis of these General Conditions, and at its own discretion, at any time to withdraw or block the Card and/or refuse to replace the Card without any compensation for possible expenses of the Cardholder, with subsequent notification of the Cardholder via the Mobile Application or by other means provided for

in these General Conditions, within 10 (ten) business days from the date of the actual blocking procedure.

- 15.85. The Cardholder is obliged to return the Card upon written request of the Bank within the period specified in such notice.
- 15.86. In the event of non-return/late return of the Card by its Holder, the Client assumes all risks that such non-return/late return of the Card to the Bank entails, and also reimburses the Bank for any additional costs that the Bank may incur in connection with the seizure of the Card.
- 15.86-1. The Bank shall inform the Client/Cardholder of the expiration date of the Card (including an additional Card) via the Mobile Application/RBS System or by other means provided for by these General Conditions, 30 (thirty) calendar days prior to the actual expiration date of the Card.
- 15.86-2. In the event of expiration of the Card (including an additional Card), within 30 (thirty) calendar days from the date of its actual expiration, the Client shall contact the Bank with the provision of a corresponding application for reissue of such Card or independently carry out the reissue through the Mobile Application.  
In the event the Client fails to submit such an application / fails to reissue the Card via the Mobile Application within the specified period, the Bank shall have the right, unilaterally and without any additional application from the Client to:
- close the Card (including an additional Card) and the Payment Card Account if there is no balance on such an account. If there is a balance on such an account, the Card (including an additional Card) is closed without closing the Payment Card Account;
  - close the Deposit Card, Deposit Card Accounts, and Savings Accounts if there are no balances in the Savings Accounts. If there are balances in the Savings Accounts, the balance is transferred to the Deposit Card Account. In this case, the Deposit Card and Savings Accounts are closed without closing the Deposit Card Account.
- 15.86-3. If the Child Card Holder reaches the age of majority, the Bank has the right, regardless of the validity period of such card, to unilaterally close the Child Card by transferring the remaining funds to the Parent's bank account (if any) or by unlinking the account from the Child Card while maintaining the remaining funds in the account.

## **§ 9 REISSUANCE OF THE CARD**

- 15.87. Reissuance (replacement) of a Card, including an additional card, is carried out on the basis of an application from the owner of the main Card, submitted to the Bank, in accordance with the Bank's internal procedures.  
Reissuance (replacement) of the Card via a card terminal (in accordance with the terms of the relevant banking product) is carried out both at the Bank's branches and at other locations of the Bank's card terminals in the territory of the Republic of Kazakhstan, namely in the cities where the Bank's branches/offices are located.
- 15.88. The Card is subject to reissue in cases where:
- 1) the Card has expired;
  - 2) the PIN code has been disclosed or lost;
  - 3) The card is damaged, and it is no longer possible to use the card (due to changes in the technical parameters of the chip on the card, etc.);
  - 4) Card is lost/stolen;
  - 5) in other cases at the request of the Cardholder;
  - 6) at the initiative of the Bank:
    - if the data on the Card does not correspond to the data specified in the relevant application for the issue of the Card;
    - in case of loss/theft during delivery of the Card by courier to the address;
    - in case of technical failure of the PC;
    - at the Bank's discretion, if there is reason to believe that there is a risk of unauthorized

fraudulent transactions being carried out on the Client's Card/when using the Card in countries with an increased risk of fraud.

- 15.89. The reissued Card must be returned to the Bank (except for lost/stolen Cards);
- 15.90. The Bank charges the Client for the production of a new Card in accordance with the Bank's Tariffs. The Bank will reissue the Card free of charge in the following cases:
- 1) expiration of the Card;
  - 2) the Cardholder's surname and/or first name indicated on the Card do not correspond to the data provided by the Cardholder in the relevant application for the issue of the Card;
  - 3) within 5 (five) business days from the date of issue of the Card to its Holder, if during the first transaction with the Card the ATM and/or POS terminal does not read the information from the magnetic strip of the Card;
  - 4) reissue of the Card at the discretion of the Bank when the use of the Card has become impossible (due to changes in the technical parameters of the chip on the Card, etc.).
- 15.91. If the Client (represented by the Cardholder or other authorized representative of the Client) fails to appear at the Bank to collect the Card within six (6) calendar months from the Card reissue date, the Bank reserves the right to cancel the Card. In this case, the Bank's fee for reissuing and servicing the Card is non-refundable.
- 15.92. A virtual Card with a new CVV/CVC code shall be reissued in the following cases:
- 1) the CVV/CVC code has been disclosed;
  - 2) the Cardholder forgot the CVV/CVC code;
- 15.93. Upon expiration of the validity period, the Instant Card is subject to re-issue onto a card with the identification data of the Cardholder (last name and first name) printed on it.
- 15.94. The reissued Card is subject to blocking in accordance with the General Conditions.

#### **§ 10 SMS-INFORMATION/PUSH-NOTIFICATION**

- 15.95. As part of the Bank's SMS notification/Push notification service, the Cardholder is sent messages/notifications to (but not limited to):
- 1) cash withdrawal operations via ATM;
  - 2) payment transactions for goods/services;
  - 3) transfers, including transfers of the microloan amount issued by a microfinance organization in favor of the borrower (individual) to his Bank payment card Account;
  - 4) transactions for crediting funds to the payment card Account;
  - 5) transactions for debiting money from a payment card Account;
- 15.96. To receive the SMS notification service, the Cardholder must submit a standard application form to the Bank indicating the mobile phone number to which the SMS message will be sent or provide the Bank with verbal consent over the phone to activate the SMS notification service for incoming and outgoing calls to the Client. If the Cardholder changes their mobile phone number, they must immediately notify the Bank in writing.
- 15.97. To activate the SMS notification service for an additional Card, the Primary Cardholder/Additional Cardholder must submit a standard application to the Bank indicating the mobile phone number to which SMS messages will be sent or provide the Bank with verbal consent over the phone to activate the SMS notification service for incoming/outgoing calls to the Client. The Primary Cardholder's consent to activate the SMS notification service for the additional Cardholder is mandatory.
- 15.98. The text message for expense transactions indicates the details of the transactions performed:
- 1) date and time of the transaction;
  - 2) amount and currency of the transaction;
  - 3) address where the transaction was carried out;

- 4) the first four and last four digits of the Card number;
  - 5) the available balance on the Card.
- 15.99. The text message for incoming transactions indicates the details of the transactions performed:
- 1) amount and currency of the transaction;
  - 2) the first four and last four characters of the Payment Card Account;
  - 3) date and time of the transaction;
  - 4) Bank contact phone number.
- 15.100. The Cardholder must immediately contact the Bank to block the SMS notification service in the event of loss or theft of their mobile phone. The Bank is not responsible for any potential disclosure of sensitive banking information to third parties, fraud, or other actions in cases of loss or theft of the mobile phone prior to the service being blocked.
- 15.101. The Cardholder assumes responsibility and all possible risks associated with refusing to receive the SMS notification service, as well as those associated with inaccurately indicating their details/failure to notify the Bank in a timely manner about changes to their details/disconnection of their mobile phone.
- 15.102. The Bank shall not be liable for any losses that the Client/Cardholder may incur in connection with the sending of an SMS message/Push notification via communication channels (including the Mobile Application), including but not limited to losses arising from the Client's/Cardholder's failure to receive or delayed receipt of an SMS message/Push notification, as well as losses resulting from unauthorized access by third parties to the transmitted information caused by failures in communication systems (including the Mobile Application), service providers, or equipment used to transmit notifications.
- 15.103. The Bank charges a monthly fee for using the SMS notification service in accordance with the Tariffs established by the Bank by uncontested withdrawal of funds from the Client's payment card account.

## **§ 11 CASHBACK**

- 15.104. In cases and according to the procedure established by the Internal Documents of the Bank, as well as the Rules of the Loyalty Program of JSC «Freedom Bank Kazakhstan», the Client is provided with Cashback, according to which the Bank pays the Client a certain amount for completing a Transaction/Operation.
- 15.105. During the entire period of validity of the General Conditions, the Bank has the right, in accordance with the amounts established by the Bank, which are specified in the Bank's Tariffs or on the Bank's website at <https://freedombank.kz/>, to credit Cashback on the day of processing the financial submission and/or at the beginning of the next month following the reporting month in the form of interest/fixed amount.
- 15.106. In the event of a full or partial cancellation/refund of a Card transaction (return of goods purchased with the Card or refusal of a service paid for with the Card), for which the Bank has accrued Cashback, the Bank reserves the right to cancel the Cashback amount in other cases, at the Bank's discretion and not inconsistent with the current legislation. The Client provides their unconditional and irrevocable consent to the Bank debiting funds in the amount of Cashback:
- from the Account;
  - as well as from any other bank accounts of the Client opened in the Bank and/or other banks.
- 15.107. Cashback is not provided for the following transactions:
- 1) in casinos and betting shops;
  - 2) purchase of lottery tickets, bonds;
  - 3) transfer transactions to the Account/Payment Card Account and to the acquiring bank account;

- 4) replenishment of electronic wallets;
  - 5) payment for services via ATMs/CWP to the Cash withdrawal Point of the acquiring Bank;
  - 6) payments to/via the Mobile App;
  - 7) services of telecommunications operators (mobile communications, Internet, television, etc.);
  - 8) utility bills;
  - 9) collateral payments, bonds;
  - 10) tax payments, payments to the budget, fines;
  - 11) cash withdrawal;
  - 12) money transfers and crediting of funds;
  - 13) transactions for which goods/services were returned;
  - 14) in other cases, stipulated by the General Conditions, the Cashback terms for Bank Cards, the Rules of the «Freedom Bank Kazakhstan» JSC loyalty program and/or the Current Legislation.
- 15.108. During the entire Cashback period, the Bank reserves the right to unilaterally set/increase/decrease the Cashback amount, and the Bank also reserves the right to cancel the provision of Cashback at its own discretion.

#### **ARTICLE 16. CARD TRANSACTION FRAUD**

- 16.1. In order to prevent fraud in Card transactions, the Bank has the right to reject/limit/block any Card transactions/Cards for an unlimited period of time.
- 16.2. The Bank has the right to request from the Cardholder confirmation and/or information/documents regarding Card transactions that in the Bank's opinion are suspicious and/or fraudulent.
- 16.3. In the event of a dispute regarding Card Transactions, the Cardholder undertakes to provide all information/documents necessary to resolve such situation.
- 16.4. If the information/documents provided by the Cardholder are incomplete and/or provided late, the Bank has the right to close the dispute without further investigation, and the Cardholder undertakes not to dispute it in the future.
- 16.5. The Cardholder may submit an application for consideration of the dispute no later than 35 (thirty-five) calendar days from the date of the Card Transaction, otherwise the completed Card Transaction is considered confirmed and subsequent claims may be rejected by the Bank without compensation to the Cardholder for losses incurred. Before the settlement of the claim received by the Bank, the money previously debited from the Account will not be restored, and the deadline for reviewing applications is determined by the rules of IPS.
- 16.6. When traveling outside of Kazakhstan, please review the list of fraud-prone countries with a high risk of card fraud, posted on the Bank's website <https://freedombank.kz/>, and exercise extreme caution when using payment cards.
- 16.7. If the Cardholder visits countries with a high risk of card fraud, the Bank recommends taking the following precautions:
  - 1) issue an additional card of a lower class for conducting transactions at ATMs and retail outlets;
  - 2) set a minimum limit or temporarily close the limit on spending transactions on the Card using the Mobile Application;
  - 3) connect to the SMS notification service or other OTP code delivery channels provided for by these General Conditions.
- 16.8. Within three (3) business days of terminating use of the Card in countries with an increased risk of fraud, the Cardholder has the right to contact the Bank for a reissue of the Card. In the event of failure complying with this recommendation and subsequent fraudulent transactions using the Card, all Bank expenses, as well as any damage caused

to the Bank, are subject to unconditional reimbursement by the Cardholder.

- 16.9. In order to minimize the risks of unauthorized access and prevent fraudulent transactions, a number of restrictions and spending limits (Appendix 1 to these General Conditions) are set by default for use with the Card:
- Restrictions on conducting transactions in devices using the magnetic strip of the Card within/outside the territory of the Republic of Kazakhstan;
  - Restrictions on transactions in devices using the magnetic stripe of the Card, if there is a chip on the Card;
  - Restrictions on online transactions without entering a CVV/CVC code;
  - Restrictions on transactions using the printer without entering the CVV/CVC code.
- 16.10. The Client is solely responsible for the consequences of unauthorized use of the Card in the event of an increase in the spending limit initially set by the Bank by default, as well as the cancellation of restrictions on Card transactions by the Client.
- 16.11. Additionally, at the Client's request, a spending limit for cash withdrawals can be set with a cycle frequency of daily or calendar month.
- 16.12. The daily cash withdrawal limit may not exceed the total daily limit for Card transactions.
- 16.13. In the absence of instructions on the establishment/change/cancellation of restrictions/limits on the amount of payments made using an additional card, standard restrictions shall apply in the corresponding application for the issuance of the Card.
- 16.14. Setting/changing/cancelling restrictions on the amount of payments made using an additional card issued to a third party are accepted only from the Client (the Holder of the Primary Card) at a branch/office of the Bank, or in the Mobile Application.
- 16.15. If the Client is unable to submit a corresponding application to establish/change/cancel restrictions for any reason (e.g., being outside the Republic of Kazakhstan), the Bank may establish/change/cancel the Card restriction based on a verbal instruction by telephone from the Online Bank Operator after the Client has been identified. The Client may also independently establish/change/cancel restrictions/limits in the Mobile App.
- 16.16. Upon expiration of the period of validity/absence of the restriction specified by the Client by telephone to the Online Bank Operator, the restriction is cancelled or a restriction is established that is cancelled/changed based on the Client's oral instruction by telephone to the Online Bank Operator.
- 16.17. The Client unconditionally agrees that the recording of the Client's conversations with the Online Bank Operator by telephone, made by the Bank using a recording device, will be sufficient evidence of the content of the oral instruction received from the Client regarding the establishment/change/cancellation of a restriction on the Card and the identification of the Client by the Online Bank Operator by telephone made by the Bank.
- 16.18. When conducting any incoming and outgoing Card transactions (including all incoming and outgoing transfers) within the framework of the services provided by the Bank through any service delivery channels (including through remote service channels/Remote Banking Systems) The Bank has the right to unilaterally set/change restrictions/limits on certain types of Card Transactions (both by types of transactions and by service areas specified in Appendix 1, as well as by the list of countries excluded for AML/CFT purposes, which is posted on the Bank's official website at <https://freedombank.kz/> (path: *About the bank/Compliance/List of countries excluded for AML/CFT purposes*)). The Bank has the right not to carry out money transfer/withdrawal transactions on the Payment Card Account if:
- a) they contradict the Current legislation;
  - b) amount of the debit card transaction exceeds the balance of funds on the payment card Account;
  - c) the Bank or the Client has established limits/restrictions on conducting Card transactions;

- d) the Card is blocked/confiscated or its validity period has expired;
  - e) incorrect/insufficient details for making payments and money transfers are provided;
  - f) the Card transaction is unauthorized.
- 16.19. The Bank has the right to make telephone calls to the Client at any time of the day or night using the telephone numbers listed in the Bank's database in order to prevent fraudulent transactions directed against the Client and/or the Bank.

## **ARTICLE 17. CONSIDERATION OF APPEALS CONCERNING UNAUTHORIZED PAYMENTS AND OTHER CLAIMS CONCERNING CARD TRANSACTIONS**

- 17.1. The Bank will not accept for consideration an appeal regarding an Unauthorized Payment or other claim submitted by the Client/Cardholder after 35 (thirty-five) calendar days from the date of Authorization.
- 17.2. The period for reviewing an appeal regarding an Unauthorized Payment or other claim is determined by the rules of the IPS and may be up to 180 (one hundred eighty) calendar days from the date the Client/Cardholder applies to the Bank with a written application.
- 17.3. The Bank does not accept for consideration requests for Unauthorized Payments on virtual cards, except for transactions made after the card has been blocked by its Cardholder.
- 17.4. If the Cardholder refuses to block the Card in the cases specified in paragraph 15.56 of Article 15 of these General Conditions, the Cardholder assumes liability for any unauthorized payments made or subsequent payments from the moment they contact the Bank. The Bank shall not be liable for such an Unauthorized Payment and shall not compensate the Cardholder for any damages incurred.
- 17.5. If an Unauthorized Payment or other Client complaint is justified, the Bank will restore the Card Transaction amount to the Payment Card Account within 10 (ten) business days from the date the complaint is finalized. Any fees charged by the Bank for Card Transactions processed at ATMs of other banks within/outside the Republic of Kazakhstan, including those charged during the complaint review process, are non-refundable to the Client/Cardholder.
- 17.6. The Client/Cardholder is solely responsible for all transactions conducted with the TSE providing services in the areas of binary options trading, forex transactions, all types of investments, currency exchange, currency speculation, gambling, and other services that may carry the risk of financial loss. The Client/Cardholder has no right to dispute such transactions.
- 17.7. If an Unauthorized Payment is made after the Blocking Notice has come into force, the Bank shall reimburse the Client for losses associated with the Unauthorized Payment.
- 17.8. If the Client's request for an Unauthorized Payment or other claim is unfounded, the Bank has the right to withdraw from the Client's payment card account, without dispute, the amount of all expenses incurred by the Bank in connection with the settlement of the disputed situation.
- 17.9. The Bank shall not reimburse the Client for losses associated with the execution of an Unauthorized Payment if it is established that the Client/Cardholder participated in the execution of the Unauthorized Payment or assisted in its execution.
- 17.10. The period for consideration of other claims is determined by the Current legislation.
- 17.11. The Cardholder is advised to retain receipts to record the spending of funds on the Payment Card Account and to resolve possible disputes.
- 17.12. For all disputes, the Cardholder submits a written request to the Bank, which, if the claim is accepted, acts on behalf of the Cardholder before the IPS. If the claim is valid, the Bank will restore the transaction amount to the Payment Card Account. The validity of the claim, as well as the procedure for its review, is determined by the rules of the

relevant IPS. The Bank will consider Cardholder claims regarding transactions made using the Card only in the cases and according to the procedures stipulated by the rules of the relevant IPS, which the Client/Cardholder can access on publicly available internet resources. The Bank reserves the right to reject a Client/Cardholder's claim without consideration if the IPS rules do not allow for challenging the relevant transaction, including transactions in the «Travel & Entertainment» category. Disputing transactions in the «Travel & Entertainment» category is permitted only if the amount of one disputed transaction is not less than the minimum threshold established by the IPS, which is 25 (Twenty-five) US dollars or the equivalent in another currency at the exchange rate set by the Bank on the date of actual debiting of the amount from the account of the Client/Cardholder.

The Cardholder agrees that the Bank shall not be liable for refusal to dispute a transaction if such refusal is due to the requirements and restrictions established by the rules of the IPS.

- 17.13. If the Cardholder's claim is justified, the Bank, based on the investigation, may cancel the relevant Card Transaction and refund the amount of the Card Transaction, if such a refund is possible. If the claim is justified, the funds are subject to restoration to the Payment Card Account upon full resolution of the disputed transaction with the acquiring banks and the IPS International Arbitration Tribunal;
- 17.13.1. Regular transactions on foreign internet resources or dubious platforms, the use of intermediaries to obtain goods, misleading Bank employees, providing knowingly false information and forged documents followed by challenging such transactions, as well as unreasonable insistence on continuing the challenge and other actions that cause reputational damage to the Bank, will be regarded by the Bank as an abuse of the procedure for reviewing a disputed transaction under the rules of the IPS and an attempt at illegal enrichment of the Client/Cardholder.  
If such facts are revealed, the Bank reserves the right to refuse to consider the application and, if there are grounds, unilaterally terminate the contractual relationship with the Client. All losses, fines and other financial sanctions incurred by the Bank in connection with the abuse of the procedure for reviewing a disputed transaction under the rules of the IPS by the Client are subject to full recovery from the Client.
- 17.14. Claims regarding disputed Card transactions made at the Bank's ATMs are subject to review only after the reasons for non-dispensing of cash have been determined and based on the results of ATM collection.
- 17.15. The Cardholder is responsible for paying the fee for reviewing the disputed transaction in the arbitration panel of the IPS. In the event of an unfounded claim by the Cardholder, the cost of review by the arbitration panel is charged in accordance with the established tariffs of the IPS.
- 17.16. In the event of a violation of the General Conditions by the Cardholder, the Bank has the right to block all Cards issued under the Payment Card Account.

#### **ARTICLE 18. TERMINATION OF PAYMENT CARD ACCOUNT SERVICE**

- 18.1. Each of the Parties has the right to terminate the legal relationship and terminate the Card service by notifying the other Party no later than 5 (five) calendar days before the date of the actual termination of the legal relationship provided for in the General Conditions. The Bank's notification is made using one of the following methods:
- 1) SMS message to the mobile number specified by the Client in the relevant Application for opening an account/issuing a Card;
  - 2) written notices by e-mail or courier;
  - 3) notifications to the e-mail address specified by the Client in the relevant Application for opening an account/issuing a Card;
  - 4) Push notifications via the Mobile App;

- 5) notifications via one of the OTP code delivery channels provided for in these General Conditions.
- 18.2. A sent notification is considered to have been received using one of the following methods:
- 1) when sending an SMS message to a mobile phone number - on the day of sending;
  - 2) when sent by letter - on the 3rd (third) day after sending (according to the date of the document issued by the postal operator upon sending), when sent by courier - on the day of receipt with the appropriate receipt mark;
  - 3) when sending by email - on the day of sending;
  - 4) when sending a push notification via the Mobile Application - on the day of sending.
- 18.3. The Bank shall not reissue the Card; the Card shall be cancelled on the termination date specified by the Bank and the servicing of the Card shall be discontinued. At the same time, the Bank shall have the right to block the Card and/or the Payment Card Account and not execute credit/debit transactions on the Card/Payment Card Account from the date the relevant notice on termination of the contractual relationship and discontinuation of Card servicing is sent to the Client.
- 18.4. The Client undertakes to repay the existing Debt no later than 5 (five) business days prior to the termination date and discontinuance of Card service specified in the Bank's notice. If the Client fails to fulfill the obligations set forth in these General Conditions, Card service will continue to be in effect until the Client fully fulfills their obligations.
- 18.5. By submitting a written notice of termination of the legal relationship, the Client returns to the Bank all Cards issued in accordance with these General Conditions. If, when submitting a written notice of termination of legal relations to the Bank, the Client does not return to the Bank all the Cards issued upon Request, then the written notice of termination of legal relations and termination of service is accepted by the Bank only after blocking the non-returned Cards, paying the cost of blocking them (if necessary) and checking by an employee of the Bank the fact of their blocking.
- 18.6. In the event of cancellation of the Card (if no other Cards have been issued to the Client in accordance with the Application), the Card servicing shall continue to apply in the relevant part until the Client has fully fulfilled his obligations to service the Card.
- 18.7. In the event of expiration of the Card (including an additional Card) and the Client's failure to submit a corresponding application for its reissue, provided that the Client has no outstanding debt to the Bank, the provisions of these General Conditions, provided for in terms of issuing and servicing the Card (including an additional Card), shall cease to be effective.
- 18.8. When a Payment Card Account is closed at the initiative of the Bank/Client, all Cards linked to that Account (including additional Cards) issued to the Client/Cardholder and to a third party are also closed. The Payment Card Account (provided there is no debt, no cash flow, and/or no funds in such account for 1 (one) calendar year) and Card (including additional Cards) shall be closed within 30 (thirty) calendar days from the date the Bank sends the Client notification remotely in accordance with paragraph 18.2 of this Article.

## **ARTICLE 19. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

- 19.1. **The Bank has the right**, taking into account the requirements set out in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions:
- 1) refuse to perform transactions on the Client's Account/Payment Card Account in cases stipulated by these General Conditions, the Bank's Internal Documents, and the Current Legislation;
  - 1-1) refuse to establish business relations with Clients if this contradicts any of the provisions of the Bank's internal policies, rules and/or the Bank has grounds to believe that the establishment/continuation of business relations with such Client may entail

adverse consequences for the Bank, including, but not limited to, the Bank's involvement in illegal activities, activities related to ML/FT or otherwise;

- 2) to refuse to open bank accounts for:
  - a) to a taxpayer recognized as inactive, in the manner specified in Article 91 of the Tax Code of the Republic of Kazakhstan;
  - b) to a taxpayer who has an open bank account with the Bank, if there are unfulfilled requirements for the bank account, including decisions and (or) orders of authorized government bodies or officials to suspend debit transactions on the client's bank account, as well as acts on the seizure of funds in the client's bank account;
  - c) to a taxpayer who has tax arrears, arrears in social payments<sup>3</sup>;
  - d) to the Client, if a current account has already been opened with the Bank (when submitting an Application for opening an account via the Bank's Website during the process of applying for a loan to the Bank);
  - e) anonymous bank account or bank account in a fictitious name;
  - f) in cases stipulated by the Law of the Republic of Kazakhstan «On Combating the Legalization (Laundering) of Incomes Obtained through and the Financing of Terrorism».

At the same time, on the grounds provided for in subparagraphs a) and b) of subparagraph 2) of paragraph 19.1. According to the present article, it is allowed to open bank accounts intended for receiving benefits and social benefits paid from the state budget and the State Social Insurance Fund, pensions paid from the state budget and (or) the unified accumulative pension fund, and (or) the voluntary accumulative pension fund, alimony (money intended for the maintenance of minors and disabled adults children), lump-sum pension payments, those enrolled from the unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for medical treatment, targeted savings and (or) disbursements of targeted savings from the unified accumulative pension fund for the purpose of improving housing conditions and (or) paying for education, compensating for material damage and providing necessary assistance from the state budget to individuals affected by an emergency natural or man-made situations;

3) refuse to accept the Client's instruction if there is not enough money in the Client's Account/Payment Card Account to execute this instruction, to close the Client's Account/Payment Card Account if there are unfulfilled requirements for the Client's Account/Payment Card Account, as well as in other cases stipulated by the Current Legislation;

4) request from the Client documents confirming the validity of the payment and the execution of foreign exchange transactions;

5) close the Account/Payment Card Account/Savings Account (opened as part of the issue of the Deposit Card) of the Client in cases stipulated by the Current Legislation and these General Conditions;

5-1) unilaterally close the Card (including an additional Card)/Deposit Card (including Deposit Card Accounts/Savings Accounts)) of the Client in the event of any change in his residency in the cases provided for in paragraph 15.70-1 of these General Conditions;

6) unilaterally convert the terms of service for a payment card to a paid one, charging a commission in accordance with the Bank's tariffs posted on the Bank's Website after prior notification to the Client by any means specified in these General Conditions, if the Client fails to comply with the criteria for free service and the terms of the product. The Client agrees to the terms of changing the tariffs/Cashback accrual amounts for the payment card in the event of compliance/non-compliance with the conditions for free service, if

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<sup>3</sup> In the event of consent of a taxpayer who has tax arrears or arrears in social payments, the Bank has the right to open a bank account, subject to the execution of expenditure transactions on such bank account after the full repayment of the tax arrears or arrears in social payments, including by transferring these types of debt by the taxpayer from the specified bank account.

such provisions are stipulated by the product terms and conditions. Unilaterally amend the Tariffs and other terms of banking services. The Bank will inform the Client of the changes made in accordance with these General Conditions;

7) debit the Account/Payment Card Account and/or withdraw from the Account/Payment Card Account and/or from any bank accounts of the Client opened both with the Bank and other banks, in an uncontested manner without the additional written consent of the Client/Cardholder, money in the amount of the Client's unfulfilled obligations to the Bank;

8) refuse to issue a Card to the Client or his Authorized Representatives at its sole discretion;

9) determine the method of issuing and reissuing the Card (in electronic form, on plastic, etc.) in accordance with the terms of the banking product, and provide them to the Client in the specification (including form, function, characteristics, design, etc.) that is applied/used in the Bank for the Cards issued by it at the time of reissue;

10) exercise other rights provided for by the Current legislation;

11) in the event that, for reasons stipulated by the Current Legislation, debit transactions on the Account/Payment Card Account are suspended and/or an arrest/order to suspend debit transactions is imposed on the Account/Payment Card Account / a certain amount of the Account/Payment Card Account. Remuneration on the Account/Payment Card Account will be accrued and paid only on the remaining amount on the Account/Payment Card Account to which the above restrictions do not apply, until the restrictions specified in this paragraph are lifted by the authorized bodies in accordance with the requirements of the Current Legislation;

12) terminate the business relationship unilaterally in the event of a violation by the Client of the Current Legislation, the Bank's Internal Documents, the Agreement and/or these General Conditions, taking into account the requirements set out in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the General Conditions for Conducting Transactions;

13) suspend the Client's transaction/Cardholder's card transaction or freeze funds in the Account/Payment Card Account in accordance with the requirements of the AML/CFT Law and/or the requirements of international economic sanctions;

14) transfer the rights of claim for the debt incurred by the Client on the Account/Payment Card Account to the Bank for pre-trial collection and settlement to third parties, including collectors, without notifying the Client of such transfer;

15) partially/fully, within the established amount of the prohibition on the use of funds, suspend the Authorization of Card Transactions, and also not execute the standing order of the sender of money on the Card within the framework of the relevant banking product/Payment Card Account during the period when the funds are seized and/or expenditure transactions on them are suspended in accordance with the Current Legislation, until the resumption of expenditure transactions.

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

1) manage funds in the Client's Account/Payment Card Account at their own discretion, taking into account the requirements and restrictions established by these General Conditions, the Bank's Internal Documents and the Current Legislation;

2) receive statements (certificates) on the Account/Payment Card Account;

3) close the Account/Payment Card Account; in accordance with these General Conditions, the Bank's Internal Documents and the Current Legislation, subject to full and proper fulfillment of obligations;

4) receive an SMS message/Push notification about the receipt of the microloan amount (issued to the Client/borrower by a microfinance organization) on his payment card account, with information about the microloan provided to this Client/borrower reflected in the purpose (purpose) of the money transfer;

- 5) cancel additional services offered by the Bank at any time. To cancel any service, the Client must submit a signed application to the Bank's branch/office, in accordance with the form established by the Bank;
- 6) exercise other rights provided for by the Current legislation;
- 7) accept the risk of third party access to open communication channels due to their lack of protection by the Bank's security systems, including SMS, e-mail, telephone and other OTP code delivery channels provided for in these General Conditions, if the Cardholder has initiated a request via the specified communication channels/delivery channels or has given instructions to send information via the specified communication channels/delivery channels;
- 8) cancel additional services offered by the Bank at any time. To cancel any service, the Client must submit a signed application to the Bank's branch/office in accordance with the form established by the Bank.

**19.3. The bank is obliged to:**

- 1) upon request, provide the Client with statements (certificates) on the Client's Account/Payment Card Account;
- 2) upon receipt of the Client's instruction to carry out transactions on the Client's Account/Payment Card Account, execute or refuse to execute it in the manner and within the timeframes stipulated by the Current Legislation;
- 3) to execute the instructions presented to the Client's Account/Payment Card Account in the order and sequence stipulated by the Current Legislation;
- 4) send a notification to the Client via one of the OTP code delivery channels provided for by these General Terms and Conditions regarding the receipt of the microloan amount (issued to the Client/borrower by a microfinance organization) to his payment card account), reflecting in the purpose of the money transfer information about the microloan provided to this Client/borrower.

**19.4. The Client is obliged,** taking into account the requirements set out in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions:

- 1) bear full responsibility for the use of all Cards issued under his Account/Payment Card Account;
- 2) pay all Bank commission fees in accordance with the Bank's Tariffs;
- 3) fulfill its obligations in a timely manner and in full, including paying off the debt on the Account/Payment Card Account;
- 4) provide the Bank with information about changes to their contact information specified in the last written message to the Bank, but no later than 2 (two) calendar days from the date of change;
- 5) provide the Bank with the necessary documents in accordance with the requirements of the Current Legislation and the Bank's Internal Documents;
- 6) reimburse all expenses incurred by the Bank due to the fault of the Client/Cardholder;
- 7) immediately notify the Bank of any loss, theft, or unauthorized access by third parties to the Card/Payment Card Account by means of a written or oral Blocking Notification to the Bank in accordance with these General Conditions;
- 7-1) contact the Bank with a corresponding application for re-issue of such Card within 30 (thirty) calendar days from the actual expiration date of the Card (including an additional Card);
- 7-2) contact the Bank with the relevant document confirming the change of his residency;
- 8) return to the Bank the erroneously credited amount to the Account/Payment Card Account within 2 (two) calendar days from the date of receipt of the corresponding notification from the Bank;
- 9) The Client/Cardholder undertakes to securely store the Card and not to transfer it for use by third parties. The Client/Cardholder undertakes not to disclose to third parties their

PIN/Card details/CVV/CVC code/3D Secure password/OTP code sent via one of the OTP code delivery channels provided for in these General Conditions;

10) The Client/Cardholder is fully responsible for disclosing to third parties the PIN code/Card details/3D Secure password/SMS message with a password or OTP code sent via one of the OTP code delivery channels provided for in these General Conditions, in the amount of the Card transactions carried out;

11) upon termination of the legal relationship and termination of servicing of the Cards, return to the Bank all Cards issued under the Payment Card Account;

12) bear full financial responsibility for actions related to the violation of the requirements of these General Conditions;

13) immediately contact the Bank to block the SMS notification service in the event of loss/theft of the mobile phone number to which SMS notification services are provided;

14) accepts and agrees that the Bank is not/will not be liable for damage caused to the Client in the event of suspension/refusal to carry out the Client's payment/transfer, as well as due to suspension/refusal to carry out the Client's payment/transfer by the correspondent bank, the beneficiary bank;

15) perform other duties stipulated by the Current legislation.

## **ARTICLE 20. RESPONSIBILITY OF THE PARTIES**

20.1 The Parties shall be liable for failure to perform/improper performance of their obligations in accordance with these General Conditions and the Current Legislation, unless such failure/improper performance is a consequence of force majeure circumstances, which the Parties understand as: natural disasters, social cataclysms, actions, decisions of government bodies and their officials, including the National Bank of the Republic of Kazakhstan, the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market, prohibiting or restricting activities directly related to the subject of these General Conditions, other circumstances entailing equipment failure, software malfunctions, power supply systems and data transmission for reasons beyond the control of the Parties.

20.2 In the event of force majeure circumstances, the deadline for fulfilling the obligations of the Parties under these General Conditions shall be extended in proportion to the time during which such circumstances remain in effect.

20.3 The Bank is responsible for:

1) disclosure by the Bank to third parties of information on Accounts/Payment Card Accounts, except in cases where the Bank intends to assign to third parties the rights (Notifications) to reimburse the Client for the Debt or to instruct third parties to collect from the Client, as well as in other cases established by the Current Legislation and these General Conditions;

2) a Card transaction erroneously executed due to the Bank's fault. The Bank's liability in this case is limited to the cancellation of the erroneously executed Card transaction;

3) delay in crediting funds received in favor of the Client to the Account/Payment Card Account (subject to the Bank receiving all necessary payment and other documents), as well as for delay in executing the instructions of the Client/Cardholder submitted to the Bank in accordance with these General Conditions, except for the cases specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions.

20.4 The Bank is not responsible for:

1) consequences (including losses of the Client/Cardholder) associated with the Client/Cardholder's violation of security rules when using a payment card;

2) consequences of unauthorized use of the Card due to the increase/cancellation by the Client/Cardholder of the limits/restrictions on Card transactions established by default by the Bank;

- 3) a damage caused to the Client in the event of suspension/refusal to carry out the Client's payment/transfer on the grounds of clause 40.11 of Article 40 of these General Conditions and clause 243 of the Rules on the general conditions of conducting transactions, as well as due to suspension/refusal to carry out the Client's payment/transfer by the correspondent bank;
  - 4) refusal by a third party to service the Card or conduct a Card Transaction;
  - 5) the quality of goods, works and services purchased using the Card;
  - 6) impossibility of carrying out a Card Transaction due to technical reasons (malfunction of communication lines or communication equipment outside the direct control of the Bank);
  - 7) consequences of untimely blocking of the Card by the Client/Cardholder, a lost/stolen Card, as well as unauthorized use/access to the Payment Card Account;
  - 8) the impossibility of performing Card transactions on Payment Card Accounts in the event of a seizure of funds or suspension of transactions on Payment Card Accounts based on orders from authorized bodies and officials issued in accordance with the Current Legislation;
  - 9) losses of the Client/Cardholder caused by the Client/Cardholder's failure to comply with these General Conditions, including losses caused to the Client/Cardholder as a result of disclosure to third parties of the Card details/CVV/CVC code/PIN code/3D Secure OTP code sent via one of the OTP code delivery channels provided for in these General Conditions, or third parties gaining access to the Card details/CVV/CVC code/PIN code/3D Secure password/OTP code sent via one of the OTP code delivery channels provided for in these General Conditions;
  - 10) indication by the Client/Cardholder of incorrect/insufficient details when making payments and money transfers;
  - 11) the relationship between the Client and the Cardholder related to the implementation of Card Transactions;
  - 12) any potential negative consequences of the Client/Cardholder's participation in operations to provide services in the areas of binary options trading, cryptocurrency exchange trading, currency exchange trading, stock exchange trading and all other types of investments, including currency exchange, currency speculation, gambling, and other types of services that may carry risks of financial losses;
  - 13) expenses/losses, as well as damage to property or non-property of the Client/Cardholder, arising as a result of the debt accrued under the Overdraft.
- 20.5 The Client is fully responsible for:
- 1) damage caused to the Bank as a result of the Client/Cardholder's failure to comply with these General Conditions;
  - 2) preventing the occurrence of an Overdraft;
  - 3) the completeness, reliability, and timeliness of the information provided to the Bank in accordance with the Application. In case of providing incomplete/ unreliable/ untimely information, the Client reimburses the Bank in full for the damage caused;
  - 4) non-repayment, late repayment of Debts owed to the Bank, in accordance with these General Conditions and the Bank's Tariffs;
  - 5) failure of the Client/Cardholder to timely block a lost/stolen Card, as well as in the event of unauthorized use of the Card/unauthorized access to the payment card account and the resulting losses;
  - 6) non-return/late return of funds to the Bank in cases established by these General Conditions - in the amount of the non-returned/late returned amount, taking into account the penalty established by the Current Legislation for each calendar day of delay;
  - 7) expenses and legal costs incurred by the Bank due to the fault of the Client/Cardholder, or related to the blocking and/or seizure of a lost/stolen Card - in the full amount of expenses incurred by the Bank;

- 8) disclosure of confidential information about the Bank that became known to the Client/Cardholder in connection with the conclusion and execution of the Application, General Conditions - in full amount of the losses caused to the Bank as a result of the disclosure of such information;
- 9) for possible Unauthorized payments on the Internet resulting from disclosure to third parties of the Card details/CVV/CVC code/PIN code/3D Secure Password/OTP code sent via one of the OTP code delivery channels provided for in these General Conditions or third parties gaining access to the Card details/CVV/CVC code/PIN code/3D Secure Password/OTP code sent via one of the OTP code delivery channels provided for in these General Conditions.

### **SECTION III ELECTRONIC BANKING SERVICES**

#### **ARTICLE 21. BASIC CONDITIONS FOR THE PROVISION OF ELECTRONIC BANKING SERVICES**

- 21.1. Electronic banking services are provided remotely via communication channels using personal computers, mobile phones, electronic terminals and other methods that do not contradict the Current legislation.
  - 21.1-1. When establishing a business relationship with a Client remotely, or when the Client changes the subscriber number of the mobile device or the subscriber device of the mobile device used to access electronic banking services, the Bank has the right to apply two-factor identification (authentication) of the Client with mandatory biometric identification of the Client.
- 21.2. The Bank provides electronic banking services:
  - 1) To a Client who has one or more bank accounts with the Bank;
  - 2) only for banking operations provided for by the license issued by the authorized government body regulating and supervising the financial market and financial organizations;
  - 3) through the Mobile Application technologies implemented in the Remote Banking System;
  - 4) in accordance with the security procedures established by Article 22 of the General Conditions.
  - 21.2-1. For Clients belonging to the category of persons under the age of sixteen, transactions in large amounts, the threshold of which is determined in accordance with the Bank's internal documents, when receiving electronic banking services, shall be verified by the parents or other legal representatives.
- 21.3. When providing transaction banking services, the exchange of information between the Bank and the Client is carried out using Dynamic Client Identification.
- 21.4. The provision of transaction banking services through the Mobile Application may be carried out without the use of Dynamic Client Identification based on the application of security procedures established by Article 22 of these General Conditions.
- 21.5. The amount of remuneration paid by the Client for Electronic Banking Services provided by the Bank is determined in accordance with the Bank's Tariffs.
- 21.6. Remuneration for the provision of electronic banking services is indisputably charged or by direct debit of the bank account from which the banking operation is carried out in the currency of the bank account.
- 21.7. Sending an OTP code sent via one of the OTP code delivery channels provided for in these General Conditions, or sending an SMS message/Push notification via the Remote Banking System at the Bank's initiative, is carried out at the Bank's expense without charging a fee to the Client.
  - 21.7-1. When remotely establishing business relations with a Client and (or) providing electronic banking services to him, the Bank establishes control over the Client's use of bank account(s) when conducting transactions/The account of the payment card(s), one

subscriber number of the cellular communication device assigned by the telecom operator - a resident of the Republic of Kazakhstan and registered with the Client or spouse, a close relative of the Client, and has the right to refuse to establish or continue business relations, release products, and conduct operations if this requirement is not met.

## **ARTICLE 22. SECURITY PROCEDURES**

- 22.1. The Bank's information security software and hardware used in providing Electronic Banking Services are based on the following principles:
- 1) the server, which is accessible from the global Internet, does not contain confidential information;
  - 2) the key distribution server and the database containing information for Client service are placed in a separate network segment that cannot be accessed from the global Internet;
  - 3) a secure data exchange is ensured between the Client and the server accessible from the global Internet network - traffic encryption algorithms are used, which prevent the possibility of server substitution, and early detection of security flaws is carried out by comparing the messaging protocols on the client and server sides;
  - 4) if a mismatch is detected, the transaction is cancelled and the user (or server) key is considered invalid.
- 22.2. The confidentiality of the transmitted information is ensured by data encryption (SSL - Secure Sockets Layer). The integrity of the transmitted information is ensured by converting input data of a certain length using a predefined function into other output data of a fixed length.
- 22.3. Access to data for the analysis of disputes is ensured by maintaining an archive of all documents sent/received by the Client and the Bank.
- 22.4. All actions of Clients in the RBS System are recorded in electronic journals created by this system.
- 22.5. In order to ensure protection against unauthorized access to information constituting a banking secret, Authentication of the Client and his right to receive Electronic Banking Services is carried out by checking the correctness of the login and password when entering the RBS System.
- 22.6. The login and password are issued to the Client upon registration in the RBS System in the manner established in accordance with Article 23 of these General Conditions.
- 22.7. For security reasons, there is no provision for storing a password in the RBS System.
- 22.8. Changing the access code (password) to the Mobile Application is carried out using the Client's Biometric Identification using biometric data confirmed by the Identification Data Exchange Center (hereinafter referred to as the IDEC) or using biometric data obtained through the Bank's devices.
- 22.9. An operation related to transaction banking services is confirmed by an OTP code.
- 22.10. Confirmation of transactions related to information and banking services is not required.
- 22.11. The use of the OTP code by the Client when receiving Electronic Banking Services is carried out in the following order:
- 1) when confirming a transaction, the Client requests an OTP code by selecting the appropriate command;
  - 2) when an OTP code is requested, the RBS System automatically generates it and sends it via one of the OTP code delivery channels provided for in these General Conditions.
  - 3) after receiving information about the OTP code, the Client enters it into a specially designated field.
  - 4) after three incorrect attempts to enter the OTP code, access to the Mobile Application is blocked, the RBS System cancels the previous code and sends a new one for re-identification. The client receives a notification about the need to enter a new code to continue the process. In case of repeated three incorrect attempts to enter the OTP code,

access to the Mobile Application is blocked for 15 (fifteen) minutes, after which the Client is given the opportunity to re-enter the Mobile Application and perform the operation;

5) the OTP code is valid only for confirming one transaction.

- 22.12. Upon detection of unauthorized access or attempts of such access to information constituting a banking secret, its unauthorized modification, Unauthorized payment or money transfer and other unauthorized actions arising from the provision of Electronic Banking Services by the Bank to the Client, the Bank:
- 1) notifies the Client of this no later than the next business day from the date of their discovery by sending a corresponding notification in the form of an SMS message to the Registered mobile phone number and/or in the form of a message to the e-mail address specified by the Client in the application for receiving Electronic Banking Services or a corresponding notification in the Mobile Application;
  - 2) suspends the provision of Electronic Banking Services to the Client in the manner established in accordance with Article 26 of these General Conditions.
- 22.13. In the event of unauthorized actions specified in paragraph 22.12. of these General Conditions, the Bank shall immediately take all necessary measures to eliminate their consequences and prevent their occurrence in the future.
- 22.14. In order to prevent Unauthorized Payments or money Transfers when providing Electronic Banking Services to the Client, the Bank sets limits and limits on payments and transfers in the Mobile Application. Information about the restrictions and limits is posted on the Bank's Website.
- 22.15. Upon completion of using electronic banking services, the Client must end the session in the RBS.

### **ARTICLE 23. REGISTRATION IN THE RBS SYSTEM**

- 23.1. The Client's registration in the RBS System is carried out independently in accordance with the requirements of the Bank's Internal Documents and security procedures, with mandatory Biometric identification of the Client through IDEC or using biometric data obtained through the Bank's devices.
- 23.2. When registering in the RBS System, the Trusted Mobile Phone Number is used as a login.
- 23.3. The RBS system automatically registers the Client in its database, generates a password, and sends it via SMS to the Client's Trusted Mobile Phone Number via the SMS gateway. To log in to the Mobile App, the Client can use the Password (short code) or biometric parameters on their mobile device (fingerprint, facial image, etc.) at their discretion.

### **ARTICLE 24. PROVIDING ELECTRONIC BANKING SERVICES THROUGH A MOBILE APPLICATION**

- 24.1. To receive Electronic Banking Services via the Mobile Application, the Client must:
- 1) use a mobile device running on the «Android» platform version 5.0 and higher or «Apple iOS» version 11 and higher, connected to the network of a cellular Operator;
  - 2) for a mobile device running on the «Apple iOS» platform, install the Mobile App from the «Apple Store» app Store;
  - 3) for a mobile device on the «Android» platform, install the Mobile Application from the «Google Play» app store.
  - 4) connect a mobile device to the Internet;
  - 5) use login and OTP password to log in to the RBS System;
  - 6) use a mobile device connected to the Mobile Operator's network to receive an OTP code from the Bank via one of the OTP code delivery channels provided for in these General Conditions.

- 24.2. Through the Mobile Application, the Client receives the following types of Electronic Banking Services:
- 1) information and banking services;
  - 2) transaction banking services;
  - 3) information and service services;
  - 4) other services, including remote (online) registration of banking products/services/change of amounts/limits/minimum balances, temporary blocking/unblocking of the Card/change of PIN code.

#### **ARTICLE 25. RECEIPT OF CLIENT APPEALS ON ISSUES RELATED TO THE PROVISION OF ELECTRONIC BANKING SERVICES AND RESOLUTION OF DISPUTE SITUATIONS**

- 25.1. Client requests for issues related to the provision of Electronic Banking services are accepted:
- 1) Online Banking at the following phone numbers:
    - a) from landline phones - 8 (727) 2 595 595;
    - b) from mobile phones - 595.
  - 2) at the Bank's locations.
- 25.2. The Client's telephone conversations with an Online Bank employee are automatically recorded on a recording device for the purpose of resolving any disputes that may arise between the Client and the Bank. The Client hereby unconditionally agrees that the Bank will record the Client's telephone conversations with an Online Bank employee using a recording device and that such recordings may be used as a tool for resolving disputes and as evidence in court.
- 25.3. The Bank will review any request related to the provision of Electronic Banking Services and provide a response no later than the deadline established by the Bank's internal document governing the procedure for Client inquiries. If a request related to the provision of Electronic Banking Services requires a review of the transaction history and any additional work on the part of the Bank (for example, determining the reason for the inability to provide an electronic banking service to the Client), the Bank will review the transaction history, perform the necessary additional work, and communicate information about the work performed to the Client within the deadline established by the «Rules on the procedure for consideration of appeals of individuals and legal entities in JSC «Freedom Bank Kazakhstan»».
- 25.4. If a dispute arises between the Bank and the Client regarding any electronic banking service, the Client shall submit to the Bank a corresponding application for consideration of the dispute in the form established by the Bank's Internal Documents.
- 25.5. The Bank shall consider a dispute regarding the electronic banking service within 15 (fifteen) business days from the date of submission by the Client to the Bank of the relevant application for consideration of the dispute, or another period established by the «Rules on the procedure for consideration of appeals of individuals and legal entities in JSC «Freedom Bank Kazakhstan»». If the Client's appeal regarding the electronic banking service is justified, the Bank shall take measures to eliminate the cause of the dispute within 15 (fifteen) business days from the date of completion of consideration of the dispute, or another period established by the «Rules on the procedure for consideration of appeals of individuals and legal entities in JSC «Freedom Bank Kazakhstan»».
- 25.6. The Bank shall not reimburse the Client for losses associated with the execution of an Unauthorized Payment, due to which a dispute arose, if it is established that the Client participated in the execution of the Unauthorized Payment or assisted in its execution.

## **ARTICLE 26. SUSPENSION AND TERMINATION OF THE PROVISION OF ELECTRONIC BANKING SERVICES**

- 26.1. The Bank may suspend or terminate the provision of Electronic Banking Services:
- 1) in the event of failure by the Client to fulfill its obligations stipulated by the Application and/or these General Conditions posted on the Bank's Website;
  - 2) in case of violation by the Client of the procedure and conditions for the provision of Electronic Banking Services stipulated by the Application and/or these General Conditions;
  - 3) in case of malfunction of technical equipment ensuring the provision of Electronic Banking Services;
  - 4) upon detection of unauthorized access or attempts to access information constituting a banking secret, its unauthorized modification, the implementation of an unauthorized payment or money transfer and other unauthorized actions arising from the provision of Electronic Banking Services by the Bank, no later than the next business day from the date of their detection;
  - 5) at the initiative of the Client no later than the next business day from the date of submission by him to the Bank of the relevant application in the form established by the Internal Documents of the Bank;
  - 5-1) upon detection of signs of suspicious transactions of a client, as provided for in the AML/CFT Law;
  - 6) on other grounds stipulated by the Current Legislation and/or the Rules on the General Conditions for Conducting Transactions posted on the Bank's Website.
- 26.2. In the event of suspension or termination of the provision of electronic banking services on the grounds stipulated in paragraph 26.1. of these General Conditions, the Bank shall notify the Client thereof no later than the next business day from the date of suspension or termination of the provision of Electronic Banking Services by sending a corresponding notification in the form of an SMS message sent to the registered mobile phone number and/or in the form of a message to the e-mail address specified in the application for receiving Electronic Banking Services and/or a corresponding notification in the Mobile Application.
- In this case, in the cases described in subparagraph 4) of paragraph 26.1 of these General Conditions, the Bank has the right to temporarily or completely suspend the Client's access to electronic banking services without notifying the Client or obtaining his consent until all circumstances are clarified and such threats are eliminated.
- 26.3. In the event of suspension or termination of the provision of Electronic Banking Services due to a malfunction of the technical means ensuring their provision, the Bank may notify the Client thereof by posting a corresponding announcement on the Bank's Website.
- 26.3.-1 In the event of suspension or termination of Electronic Banking Services on the grounds specified in subparagraph 5-1) of paragraph 26.1 of these General Conditions, the Bank has the right to require the Client to visit a Bank branch or to interview the Client remotely (via means of communication permitted by the Bank) in order to determine the reasons for suspicious transactions, and to request confirmation of the source of funds for the transactions.
- 26.4. If the reasons that led to the suspension of the Client's right to receive Electronic Banking Services are eliminated, the provision of Electronic Banking Services to the Client is resumed.
- 26.5. In the event of resumption of the provision of Electronic Banking Services, the Bank shall notify the Client thereof no later than the next business day from the date of resumption of the provision of Electronic Banking Services by sending a corresponding notification in the form of an SMS message to the Registered mobile phone number and/or in the form of a message to the e-mail address specified by the Client in the

application for receiving Electronic Banking Services, or a corresponding notification in the Mobile Application.

- 26.6. In the event of resumption of the provision of Electronic Banking Services after the elimination of a malfunction of the technical means ensuring their provision, the Bank may notify the Client thereof by posting a corresponding announcement on the Bank's Website.

## **SECTION IV SAVINGS ACCOUNTS (DEPOSITS)**

### **ARTICLE 27. GENERAL PROVISIONS**

- 27.1. Depending on the terms of the Deposits, they are divided into the following types:
- 1) A demand deposit is repayable in full or in part upon the Client's first request and has no term. In cases where a demand deposit is requested by the depositor, interest on the deposit is paid for the actual term of the deposit;
  - 2) a term deposit is deposited into a Savings Account for a specified period, in accordance with the Application for Opening a Deposit by an Individual (hereinafter referred to as the Application), or upon receipt by the Bank of documents/instructions sent by the Depositor using remote access tools in the Bank's Mobile Application, which is legally equivalent to receiving paper documents executed in accordance with the requirements of the Current Legislation. The Depositor grants the Bank the right to use documents generated and transferred by him in the manner and under the conditions specified in Article 21 of these General Conditions, equally with paper documents/instructions. In this case, the Depositor bears full responsibility for the content of such documents/instructions sent to the Bank via the Mobile Application for the execution of the instructions within the specified period. In cases where a term deposit is requested by the Depositor before the expiration of the established period, remuneration for the deposit is paid in the amount established for the demand deposit, unless otherwise provided by the Bank Deposit Agreement;
  - 3) a conditional deposit is deposited into a Savings Account until the conditions or circumstances specified in the Bank Deposit Agreement occur. In cases where a conditional deposit is requested before the deposit term expires/before the conditions and circumstances specified in the Bank Deposit Agreement occur, interest on the deposit is paid in the amount established for the demand deposit, unless otherwise provided in the Bank Deposit Agreement;
  - 4) a savings deposit is deposited into a Savings Account for a certain period of time. In cases where the savings deposit is requested by the depositor before the expiration of the established period, the remuneration for the deposit is paid in the amount established for the demand deposit, as well as the Deposit itself no earlier than 30 (thirty) calendar days from the date of receipt of the depositor's claim.
- 27.2. The conditions or circumstances of a conditional deposit must be defined in writing in the Bank Deposit Agreement, clearly formulated, not contradict the Current legislation and not have ambiguities that make it difficult to issue a deposit;
- 27.3. In accordance with the requirements of the Current Legislation and Internal Documents of the Bank, the following operations are carried out on savings accounts:
- 1) acceptance of money from the Client in cash and non-cash form;
  - 2) accrual and payment of remuneration in the amount and manner determined in the Application for opening a Savings Account;
  - 3) return of the Deposit in cash and by bank transfer under the conditions stipulated by the Application and the Current Legislation.
- 27.4. If the Application provides for a condition regarding a minimum balance, the Client has the right to withdraw part of the deposit before its expiration date, however, the remaining deposit must not be less than the minimum balance specified in the Application;

- 27.5. A partial withdrawal of money by the Depositor is allowed for the Deposit, if this is stipulated in the signed Statement, provided that the non-deductible balance specified in the Statement is kept in the Savings Account. In the case of the formation of an amount of money in the Savings Account in the amount of less than the non-deductible balance specified in the Application for any reason and grounds, the Bank has the right to terminate the Bank Deposit Agreement (Application for opening a deposit) prematurely from the moment the non-deductible balance is reduced, while remuneration for the Deposit is accrued in accordance with the procedure provided for in the Application;
- 27.6. The Bank independently sets the maximum interest rates on deposits, the maximum amounts and terms of accepted deposits and may change them unilaterally;
- 27.7. The stated interest rates, terms, and amounts are maximum, within which the Bank, based on various factors, independently determines the amounts, terms, and specific interest rates that the Bank may offer the Client within the established limits. Specific deposit terms for the Client are set by the Bank in the Application.
- 27.8. In order to execute the Application and these General Conditions, the Bank opens a Savings Account for the Depositor and carries out transactions on it in accordance with the procedures in force at the Bank, the terms of the Deposit and the requirements of the Current Legislation.
- 27.9. The Bank assigns the Depositor an individual identification code, which is indicated in the Application and remains unchanged throughout the entire term of the Deposit.
- 27.10. The terms of the Deposit shall take effect upon receipt of funds in the Savings Account opened based on the Client's Application. If funds are not received in the Savings Account within 1 (one) business day or another period specified in the Application (if any) from the moment the Parties sign the Deposit Application, the Deposit shall be deemed cancelled and the Savings Account shall be closed by the Bank. The Depositor has read and agrees to the Bank's Tariffs applicable to the terms of the Deposit.
- 27.11. The Bank undertakes to open a Savings Account for the Depositor, accept funds from him, pay remuneration thereon in the amount and in the manner stipulated by the Application, and return the Deposit under the terms and in the manner stipulated by legislative acts and these General Conditions, except for the cases specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions.
- 27.12. The deposit is guaranteed in accordance with the Current legislation. The Bank is a participant in the mandatory collective deposit guarantee system for deposits placed in second-tier banks of the Republic of Kazakhstan and operates under Certificate No. 041 dated May 30, 2024. In the event of automatic extension of the deposit, the terms of the deposit guarantee will be determined by the Bank in accordance with the applicable legislation in effect at the time of extension. By opening a deposit, the Client confirms that he has been informed of the Bank's participation in the mandatory deposit guarantee system, and has also read the Notification form of an individual client who has entered into a bank account agreement and (or) a bank deposit agreement, regarding the terms and procedure for paying out the guarantee compensation, including the transfer by the organization implementing the mandatory deposit guarantee of the unclaimed amount of compensation to an individual pension account for recording voluntary pension contributions, opened in the manner prescribed by the legislation of the Republic of Kazakhstan on social protection, which are posted on the official website of the Bank at <https://freedombank.kz/>, as well as with the certificate of the Bank-participant in the mandatory collective guarantee (insurance) system of deposits of individuals.
- 27.13. By signing the Application, the Depositor gives the Bank his direct unconditional consent to the undisputed withdrawal of all amounts outstanding on the bank deposit (including commission fees) from the Savings Account.

- 27.14. The deposit is managed by:
- 1) Depositor;
  - 2) representatives of the Depositor - on the basis of a notarized power of attorney;
  - 3) in the event of the death of the Depositor - the heirs in accordance with the Current legislation.
- 27.15. The Parties hereby agree and confirm that any expenditure transactions/expenditure actions on the Savings Account by a third party on behalf of the Client is possible only if all of the following actions are performed:
- A power of attorney on behalf of the Client to a third party must be drawn up in accordance with Article 167 of the Civil Code of the Republic of Kazakhstan and contain a list of operations/actions that the third party is entrusted to perform on behalf of the Client.
- 27.16. The deposit will not be extended if the Bank decides to stop accepting this type of deposit. The Bank will notify the Client at least five (5) calendar days prior to making such a decision by means of a notice, at the Bank's discretion, through the media, an online resource, or by posting a corresponding notice in the Bank's trading rooms. Upon expiration of the Deposit, the deposit amount, along with any interest, will be transferred to the Depositor's Current Account opened with the Bank.
- 27.17. In the event of disagreements or disputes regarding the fulfillment of the terms of the Application, the parties undertake to take all necessary measures to resolve them out of court.
- 27.18. Relations that are not directly regulated by the Statement and these General Conditions shall be governed in accordance with the procedures established by the Current Legislation.
- 27.19. Changes to the terms of the Deposit may be made with the consent of the Parties by concluding an additional agreement to the Deposit, which is an integral part of the Application, General Conditions, except in cases of unilateral changes to the terms of the Deposit<sup>4</sup>, as provided for in the terms of the Deposit.
- 27.20. Any changes and additions to the terms of the deposit are valid if they are drawn up in writing and signed by authorized representatives of the Parties with the affixing of a seal by the Bank, except in cases of unilateral changes and/or termination of the terms of the deposit in accordance with the terms of the Deposit.

## **ARTICLE 28. DEPOSIT PLACEMENT**

- 28.1. The date of receipt of funds into the bank account is the moment of deposit of funds by the Depositor into the Savings Account.
- 28.2. The Deposit is made by the Client in accordance with the Application in the full amount of the deposit in cash or by bank transfer at the time of opening the Savings Account or within the time period specified in the Application in accordance with the terms of the deposit;
- 28.3. If the terms of the bank deposit provide for the Client's right to make additional contributions to the Savings Account, the amount of each additional contribution increases the total amount of the deposit;
- 28.4. If the Deposit allows for additional contributions without any restrictions on the amount or number of contributions, the Deposit amount must not exceed the maximum amount specified in the Application, taking into account the initial deposit amount. Additional contributions made by the Depositor to the Savings Account are added to the principal amount of the Deposit.
- 28.5. The deposit comes into effect from the moment the funds in the amount specified in the Application are received into the Savings Account specified therein.

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<sup>4</sup> with more favorable terms on the Deposit

## **ARTICLE 29. DEPOSIT REMUNERATION**

- 29.1. Remuneration for the Deposit is accrued (determined) and paid in the amount and manner established in the Application and these General Conditions.
- 29.2. The Deposit Remuneration Rates remain unchanged for the period specified in the Application.
- 29.3. In the event of automatic extension of a Deposit after the Deposit term expires, the interest rate applicable to the Deposit will be the Bank's current rate for the given deposit type and term at the time of extension, unless otherwise agreed upon by the Parties in the relevant Bank Deposit Agreement (Deposit Opening Application). The interest rate may be adjusted either upward or downward.
- 29.4. Remuneration for the Deposit is accrued for each calendar day from the day following the day of receipt of money into the Savings Account, until the end of the Deposit period or until the early termination of the bank deposit. If the remuneration for the deposit is less than 0.01 in the nominal value of the deposit currency, then this remuneration is paid when the amount of 0.01 in the nominal value of the deposit currency is reached.
- 29.5. When calculating the remuneration amount, the day the funds are deposited into the Savings Account and the day the funds are returned from the Deposit/the end of the Deposit term are considered one day. For the purpose of calculating the remuneration, a year is assumed to be 360 (three hundred and sixty) days, with a month of 30 days, unless otherwise provided in the terms of the Bank Deposit Agreement (Deposit Application).
- 29.6. When paying interest on Deposits held by non-resident individuals, the Bank withholds income tax from the interest payable at source in accordance with Current legislation for subsequent transfer to the budget. In the event of early termination of the Deposit, the Bank will not refund the amount of income tax previously withheld and transferred to the budget at source. If the Client provides the appropriate document confirming their residency as a non-resident, the Bank will no longer withhold tax, and the Bank will not undertake any measures to reimburse the previously withheld tax.
- 29.7. If the Deposit provides for additional contributions, the amount contributed is added to the initial contribution and the interest is accrued on the total (increased) amount of the deposit from the day following the day of making the Additional Contribution.
- 29.8. If the terms of the Bank Deposit Agreement (Application for Opening a Deposit) provide for the Client's right to make partial withdrawals from his Savings Account, the amount withdrawn reduces the amount of the Deposit and remuneration is credited to the balance on the Savings Account;
- 29.9. If the payment date falls on a non-business day, the remuneration is paid on the next business day;
- 29.10. If the Deposit is requested before the expiration of the term set by the bank deposit, the Deposit is considered terminated and the procedure for payment of remuneration in this case is governed by these General and and the Rules on General Conditions of Operations.
- 29.11. When calculating the Annual Effective Interest Rate, the Client's contributions and/or payments to the Client are taken into account at the time of their actual payment. The effective Interest Rate is affected by the number and amount of the initial and each additional contribution, the period the deposit/contribution remains in the Savings Account, as well as all types of payments, their amounts, and the actual amounts payable to the Client (compensation, partial withdrawal amounts, fees stipulated by the Tariffs) in accordance with these General Conditions, the terms of the Application (Agreement) for opening a bank deposit, the Bank's Internal Documents, and Current Legislation;
- 29.12. The annual effective interest rate is specified in the Savings Account Application. When conducting transactions through the Savings Account, the Depositor has the right to request the Bank to confirm the effective interest rate as of the date of such transaction. The Bank will respond to such request within two (2) business days in the same manner

in which the request was received - written or verbal, through the exchange of messages, requests, and information stipulated by these General Conditions.

### **ARTICLE 30. THE TERM OF THE BANK DEPOSIT AGREEMENT. REFUND OF THE DEPOSIT. CLOSING A SAVINGS ACCOUNT**

- 30.1. The deposit is considered concluded from the date of receipt of the deposit/initial payment by the Bank for the period specified in the Application;
- 30.2. If the terms of the Bank Deposit Agreement (Application for Opening a Deposit) provide for an extension and the Client does not request the Deposit upon expiration of the Deposit term, the Deposit is automatically extended for the term specified in the Application, with the interest rate approved by the Bank for this type and term of the Deposit at the time of extension. In the event of a change in the interest rate downwards upon extension of the Deposit term in accordance with the terms of the Bank Deposit Agreement (Application for Opening a Deposit) and these General Conditions without concluding an additional agreement, the Bank shall notify the Client of the reduction in the interest rate in the manner provided for in the Bank Deposit Agreement (Application for Opening a Deposit) and these General Conditions, 5 (five) calendar days prior to the expiration of the Deposit term. The remaining terms of the Deposit remain unchanged. Upon expiration of the maximum number of automatic Deposit extensions (except for Deposits with an unlimited number of extensions) or the expiration of the term (for Deposits without extensions), the Bank will independently transfer the entire Deposit amount and any due Remuneration to the Depositor's current account opened with the Bank or in the manner specified in the Bank Deposit Agreement (Deposit Application), after which the Savings Account will be closed.
- 30.3. If the expiration date of a Deposit, previously automatically extended 2 (two) times, including a Deposit without extension, falls on a non-working day (a weekend or a holiday recognized in accordance with the Current Legislation), the accrual of Remuneration for the Deposit shall cease for the weekends/holidays following the expiration date of the Deposit, and the return of the Deposit and the due Remuneration shall be made by the Bank on the next business day, in the manner specified in the Application and these General Conditions.
- 30.4. Upon the occurrence of any of the following events:
- 1) early demand of the Deposit by the Depositor;
  - 2) withdrawal of the Deposit in full on the grounds provided for by the Current Legislation;
- The deposit is considered to be terminated early and the Deposit Remuneration is paid for the actual period of placement, unless otherwise provided in the Application. In the event of a partial withdrawal of the Deposit (after which the amount of the Deposit is less than the amount of the minimum balance/minimum amount for the Deposit specified in the Application) on the grounds stipulated by the current legislation of the Republic of Kazakhstan, the Bank has the right to terminate the Deposit early, while the Remuneration for the Deposit is paid for the actual period of placement, unless otherwise provided by the Application.
- 30.5. In the event that, for reasons stipulated by the Current Legislation, expenditure transactions on the Savings Account are suspended and/or a seizure/order to suspend expenditure transactions is imposed on the Savings Account/a certain amount of the Savings Account, the Deposit Interest will be accrued on the entire remaining amount in the Savings Account.
- 30.6. For Conditional Deposits, the term of such Deposit and the terms of return are established individually depending on the terms of the Deposit.
- 30.7. The Deposit shall be terminated upon expiration of the deposit term and payment of the deposit amount and accrued (not previously paid) remuneration on it to the Client, or

- before the expiration of the deposit term in accordance with the terms of the deposit (early termination of the deposit).
- 30.8. The Bank will refund the Deposit upon the Client's first request, unless otherwise provided by Current Legislation. The Bank is obligated to issue the Deposit on demand upon receipt of the Depositor's Notification.
- 30.9. The Bank is obliged to issue:
- 1) in the event of receiving a demand from the Depositor for the return of the Demand Deposit, issue the deposit in full or in part at the first demand of the Depositor;
  - 2) in the event of receiving a demand from the Depositor for the return of a conditional Deposit before the occurrence of circumstances, issue the deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 3) in the event of receiving a demand from the Depositor in the presence of circumstances with the occurrence of which the Bank Deposit Agreement (Application for opening a deposit) links the return of the conditional Deposit, issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 4) in the event of receiving a demand from the Depositor for the return of the Deposit, issue a term deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 5) in the event of receiving a demand from the Depositor for the return of the Deposit, issue a savings deposit no earlier than 30 (thirty) calendar days from the date of receipt of the Depositor's Notification.
- 30.10. The deposit is issued in cash to the Client/Authorized Person in accordance with Current Legislation or transferred to another account with the Bank upon the Client's written instruction. In this case, the Client pays the Bank for the transfer of the deposit amount and accrued interest to the Client's account with another bank in accordance with the Bank's Tariffs.
- 30.11. Upon submission of the Early Termination Notice, the Parties are obligated to fully fulfill all outstanding obligations. The Client agrees that the Bank has the right to satisfy any claims it may have against the Client by direct debiting the savings account.
- 30.12. The deposit is returned to the Client in the currency of the Savings Account. The Bank, by agreement with the Client, has the right to issue the remaining amount in tenge at the exchange rate set by the Bank on the date of such issue.
- 30.13. Upon termination of the Deposit and the return of the Deposit, the Bank closes the Client's Savings Account. By signing the Application, the Client gives their unconditional and irrevocable consent to the closure of the Savings Account without the need for an additional Account Closure Application.
- 30.14. In the event of failure to secure funds/failure to resume operations on the Savings Account, or in the event of failure to reissue the Deposit Card, within the timeframes specified in paragraph 4.23-1 of Article 4, paragraph 15.86-2 of Article 15 and paragraph 27.10 of Article 27 of these General Conditions, the Savings Account shall be closed without an additional application for account closure, based on the application for opening the Savings Account signed by the Client.
- 30.15. Refunds of the Deposit amount, including partial refunds, are made by wire transfer to the Depositor's current account with the Bank or in cash under the conditions stipulated by these General Conditions and Current Legislation. At the Depositor's request, the Deposit amount may be transferred to the Depositor's bank account with another bank, subject to their written request. If transferring to a bank account opened with another bank, the Client will pay a transfer fee in accordance with the Bank's Tariffs.
- 30.16. If a certain amount of the Savings Account is seized/other restrictions are imposed on the suspension of spending operations on the grounds provided for by Current Legislation, then at the end of the Deposit period or at the request of the Depositor, full

or partial withdrawal of the Deposit amount is made to the Client's current account opened with the Bank or to a bank account with another bank only for the amount that is not subject to the above restrictions, until such restrictions are lifted by authorized bodies in accordance with the requirements of Current legislation. After the end of the Deposit period, remuneration is not accrued for the remainder of the Deposit amount within the limits of the imposed encumbrance.

### **ARTICLE 31. RIGHTS AND OBLIGATIONS OF THE PARTIES**

31.1. The Bank has the right, subject to the conditions specified in clause 40.11 of Article 40 of these General Conditions and clause 243 of the Rules on General Conditions of Operations:

- 1) to withdraw money from the Savings Account without the consent of the Depositor in the event of the establishment of an erroneous crediting of funds, as well as in other cases stipulated by the Current Legislation and/or the relevant Applications between the Bank and the Depositor, while the Remuneration for the Deposit, its withdrawn part, the remaining part of the Deposit is paid in the manner and under the conditions stipulated in the Application for opening a deposit;
- 2) within the term of the Deposit, dispose of the Depositor's money at its discretion;
- 3) withdraw from the Savings Account the commission fee provided for by the Bank's Tariffs, paid to the Bank for transactions carried out on the Savings Account, by withdrawing money in an undisputed manner and/or by direct debit of the Savings Account, in accordance with the Current Legislation and the terms of the Deposit;
- 4) in the event of automatic extension of the Deposit placement term in the manner prescribed in the Application and in this clause, unilaterally change the interest rate on the Deposit and set the interest rate in effect at the time of the Deposit extension.
- 5) in other cases, notify Clients of changes in the interest rate (upward or downward) on deposits at least 5 (five) calendar days prior to the date of application of the new interest rate on newly opened/extended Deposits by notification, at the Bank's discretion, through the media, an Internet resource, or by posting a corresponding announcement in the Bank's operating rooms.
- 6) without explaining the reasons, terminate business relations with the Depositor and refuse to comply with the Depositor's orders related to operations on the account, in accordance with the procedure and on the grounds provided for by the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from crime and the financing of terrorism and/or Internal Documents of the Bank;
- 7) terminate the deposit prematurely by notifying the Depositor 7 (seven) calendar days prior to the expected termination date. In this case, Remuneration is paid for the actual retention time of the Deposit amount at the rate, unless otherwise provided by the Application and in accordance with paragraph 30.9. of these General Conditions.
- 8) from the moment of receipt of the Depositor's Notification, issue a term Deposit - no later than 7 (seven) calendar days, a conditional Deposit - no later than 7 (seven) calendar days, a savings Deposit - no later than 30 (thirty) calendar days, a Demand Deposit - at the first request of the Depositor;
- 9) refuse to provide banking services to the Depositor if the documents/information requested by the Bank were not provided or do not meet the Bank's requirements for any reason, or the Depositor's instruction contradicts the requirements of the Current Legislation;

31.2. The Bank undertakes to:

- 1) keep secret the availability and movement of funds in the Depositor's accounts and provide information on them to third parties only in the manner and cases stipulated by the Current Legislation;
- 2) ensure the safety of money and its accounting;

- 3) in the event of receiving a demand from the Depositor in accordance with the terms of the Application for partial withdrawal of the Demand Deposit - issue the Deposit upon receipt of the Depositor's Notification;
  - 4) in the event of receiving a demand from the Depositor for the return of a conditional Deposit before the occurrence of circumstances, issue the deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 5) in the event of receiving a demand from the Depositor in the presence of circumstances with the occurrence of which the Bank Deposit Agreement (Application for opening a deposit) links the return of the conditional Deposit, issue the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 6) in the event of receiving a demand from the Depositor for the return of the Deposit, issue a term deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's Notification;
  - 7) in the event of receiving a demand from the Depositor for the return of the Deposit, issue a savings deposit no earlier than 30 (thirty) calendar days from the date of receipt of the Depositor's Notification;
  - 8) within the balance of the Savings Account, issue the amount of the partial withdrawal from the Deposit and the due Remuneration on the Deposit in accordance with the terms of the deposit, by transferring these amounts to his Bank account.
- 31.3. The depositor has the right to:
- 1) receive the amount of the Deposit within the balance on the Savings Account and the amount of the Remuneration in accordance with the terms of the Application and these General Conditions, by transferring these amounts to his Bank Account;
  - 2) require the Bank to carry out transactions on its Savings Account only in accordance with the terms of the Application and these General Conditions, the requirements of the Current Legislation and other agreements of the parties;
  - 3) receive information about the status of your account from the Bank upon request;
  - 4) for partial withdrawal in accordance with the terms of the Application, early terminate the Application for a demand deposit upon receipt of the Depositor's Notification;
  - 5) early terminate the Application by notifying the Bank 7 (seven) calendar days in advance for conditional/term deposits, 30 (thirty) calendar days in advance for savings deposits.
- 31.4. The Depositor undertakes, taking into account the requirements specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions:
- 1) when placing a Deposit, provide the Bank with a package of documents required to open a Savings Account in accordance with the terms of the Application and these General Conditions in accordance with the requirements of the Current Legislation;
  - 2) deposit/transfer money in the amount specified in the Application to the Savings Account on the day of signing the Application;
  - 3) upon receipt of the Deposit and Remuneration, provide an identity document. The Parties shall be liable to each other only for intentional failure to fulfill or improper fulfillment of obligations under the Application and the General Conditions.
- 31.5. In case of violation of the obligations under the Application and the General Conditions, the Parties are liable only in the amount of actual damage.

## **SECTION V GENERAL CONDITIONS FOR THE PROVISION OF SAFE DEPOSIT BOXES FOR RENT**

### **ARTICLE 32. BASIC PROVISIONS**

- 32.1. These General Conditions define the general conditions for the rental of safe deposit boxes to Clients. Specific terms, payment procedures, and other conditions are the subject of the Safe Deposit Service Application/separate agreement between the Bank and the

Client.

- 32.2. The General Conditions shall be deemed accepted by the Bank's Client in the event of his/her accession to these General Conditions in their entirety by concluding an agreement with the Bank/signing an Application for Safe Deposit Services containing an indication of accession to the General Conditions and the Comprehensive Banking Services Agreement, unless otherwise provided by these General Conditions.

**ARTICLE 33. PROCEDURE FOR RENTING SAFE DEPOSIT BOXES. RENTAL TERM AND RENTAL FEE FOR SAFE DEPOSIT BOXES.**

- 33.1. The Bank provides a Safe deposit box for storing Valuables for rent to individuals over the age of 16 (sixteen) years. Persons aged 16 (sixteen) to 18 (eighteen) years, with the exception of minors declared fully capable (emancipated) by a decision of the guardianship and guardianship authority/court decision, and minors who have married, have the right to sign (conclude) an Application for safe deposit services/Contracts are signed only with the written consent of their Legal Representatives (parents, adoptive parents, guardians, etc.).
- 33.2. When renting safe deposit boxes, the Bank does not issue personalized safekeeping documents to the Client. Valuables placed by Clients in safe deposit boxes are not inventoried, and the Bank does not perform preliminary or subsequent inspections or expert appraisals of the Valuables.
- 33.3. The Bank provides Safe Deposit boxes for rent, which correspond to the following parameters: small safe, medium safe and large safe. Each Safe has its own individual number.
- 33.4. The Safe deposit box is provided to the Client for temporary use on the basis of a signed (concluded) Application for safe Deposit Services with the Bank, according to which the Client subscribes to these General Conditions.
- 33.5. The following items are prohibited from being stored in the Bank's individual safe deposit boxes:
- 1) firearms, gas and cold steel;
  - 2) explosive, flammable substances;
  - 3) narcotic psychotropic and chemical substances;
  - 4) radioactive, toxic and other toxic substances that can have harmful effects on the human body and the environment;
  - 5) food and other items susceptible to spoilage or causing the spread of parasites;
  - 6) items which, by their nature, may damage the individual safe deposit box, including causing it to malfunction, and/or cause damage to the Bank or other Clients, and/or which are otherwise unsuitable for storage in the Safe;
  - 7) other property prohibited for free circulation in the territory of the Republic of Kazakhstan.
- 33.6. The Bank ensures the security of the Safe Depository without having information about the name, quantity, and quality of the Client's Valuables deposited in the Safe Deposit Box.
- 33.7. On the day of signing the Safe Deposit Services Application, the Client pays the Bank a commission fee for the entire rental period of the Safe Deposit Box in accordance with the Bank's Tariffs.
- 33.8. Payment can be made by the Client either by cashless payment or by depositing cash into the Bank's cash desk.
- 33.9. In the event of filing an application to refuse safe deposit box services, the amount of the commission fee paid by the Client for the entire rental period of the safe deposit box is not subject to recalculation and refund.
- 33.10. A safe deposit box is rented for a period of 1 (one) day to 1 (one) year. If the safe deposit box's lease end date falls on a holiday or weekend, the end date is moved to the

next business day without additional payment. By agreement of the Parties, the safe deposit box's lease may be extended by submitting a new Application for Safe Deposit Services. Payment for the new lease term is made by the Client in accordance with the Bank's Tariffs in effect on the date of the lease extension. For calculation purposes, the number of days in a calendar month is assumed to be equal to the actual number of calendar days in a calendar year.

- 33.11. If the Client contacts the Bank to retrieve the contents of the Safe Deposit Box after the lease expires and payment is late, the Client is obligated to pay the Bank a commission fee for the overdue and unpaid period for each calendar day of delay, based on the Bank's Tariffs for the rental of a safe deposit box of the corresponding size for a period of 1 (one) day, in effect on the date of the Client's request to the Bank's branch/office/«Priority Banking» office, or until the date of forced opening of the Safe Deposit Box. The Client will not be allowed access to the Safe Deposit Box until the commission fee for the entire overdue and unpaid period of use of the Safe Deposit Box has been paid after the lease expires.
- 33.12. After all necessary documents have been completed and the Client has paid the commission fee for the rental of the Safe Deposit Box for the period specified in the Safe Deposit Box Services Application, the Bank, represented by its authorized employee, will hand over to the Client a receipt/payment order confirming payment for the service of storing Valuables, as well as a key to the safe deposit box upon signature of receipt.
- 33.13. Access to the Safe Deposit Box is open during the Bank's business hours. Access to the Safe Deposit Box can be granted using a Safe Deposit Box key.
- 33.14. When visiting the Safe Deposit Box, the Client/Client's Representative presents the original or digital form of the identity document for verification through the official digital document service. Copies of paper identity documents may be collected and processed only if the Client cannot be identified using technological means, as well as for non-residents of the Republic of Kazakhstan. The Client's Representative additionally presents the relevant documents confirming their authority and signs the Card authorizing use and access to the Safe Deposit Box. Alternatively, an authorized Bank employee performs the appropriate operation in the ABIS, confirming the Client/Authorized Representative's visit to the Safe Deposit Box.
- 33.15. If the lock is broken/the key is lost, the Safe is opened in the presence of the Client.

#### **ARTICLE 34. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

- 34.1. At the Bank's request, the client is obliged to:
  - 1) present for inspection the Valuables placed in the safe for the purpose of identifying firearms, gas and bladed weapons, explosives, flammable substances, narcotic and psychotropic substances, if the Bank has information about the use of the safe deposit box for storing property prohibited for storage;
  - 2) not to use the Safe to place items specified in paragraph 33.5 of Article 33 of these General Conditions;
  - 3) after receiving the key to the Safe, try it out in the presence of an authorized Bank employee;
  - 4) keep the key to the Safe and your copy of the Safe Deposit Application in good faith;
  - 5) in the event of a lock failure (due to the Client's fault), immediately notify the Bank and reimburse the Bank for all costs associated with opening the Safe and replacing the lock in accordance with the Bank's applicable Tariffs;
  - 6) in the event of loss of the key, within 1 (one) day from the moment the loss of the key is discovered, notify the Bank of this and reimburse the Bank for all costs associated with opening the Safe and replacing the lock in accordance with the Bank's current Tariffs;

- 7) compensate the Bank in full for the damage caused (in the form of damage to the Safe) that arose as a result of its improper opening/closing and use;
  - 8) in the event of a forced opening of the Safe, carried out by the Bank in the manner prescribed by these General Conditions, reimburse, in accordance with the Bank's current Tariffs, all costs associated with replacing the lock;
  - 9) pay the Bank a commission fee in the amount and within the timeframes stipulated by these General Conditions/Lease Agreement;
  - 10) upon expiration of the lease term, or upon early termination of the Application for Safe Deposit Services, vacate the Safe Deposit Box and return it in an undamaged condition, together with the key, to an authorized employee of the Bank;
  - 11) when extending the Safe Deposit Box rental period on the day of signing the Safe Deposit Box Services Application for a new term, pay a commission fee in accordance with the Bank's current Tariffs;
  - 12) provide the Bank with documents confirming changes in the information in the documents previously provided to the Bank when registering a Safe Deposit Box, including changes in the address of the location, postal address, telephone numbers, and identity document data - within 3 (three) Business Days from the date of the relevant changes;
  - 13) if the right of access to the Safe is granted to other persons, present a power of attorney for them to have the right of access to the Safe;
  - 14) if personal presence is necessary, appear at the Bank at the first oral or written request of the Bank;
  - 15) notify the Bank of the cancellation of the power of attorney for the right to use the Safe within 1 (one) Operational Day from the date of cancellation of the power of attorney.
- 34.2. The Client has the right to:
- 1) use the Safe for its intended purpose during the entire lease term;
  - 2) select the size of the safe and the rental period, replace (change) the safe, lock, use additional services by signing the Safe Services Application;
  - 3) withdraw and deposit Valuables from and into the Safe during the Bank's Operating Day;
  - 4) grant the right to use the Safe to a Trusted Person by issuing a power of attorney;
  - 5) extend the lease term of the Safe by signing the Safe Services Application;
  - 6) terminate the Application for Safe Deposit Services before its expiration date;
  - 7) in case of loss of your copy of the Application for Safe Deposit Services, based on the Client's Application, obtain a duplicate of the Application for Safe Deposit Services marked «duplicate».
- 34.3. The Bank is obliged to:
- 1) provide the Client with a Safe, taking into account the provisions specified in Paragraph 11 of the Rules on the general conditions for conducting transactions;
  - 2) guarantee the confidentiality of information about the Client, his Safe transactions and the Valuables placed in the Safe;
  - 3) ensure the protection of the Safe from access by unauthorized persons and other influence during the entire term of these General Conditions and the term of the lease;
  - 4) warn the Client about the possibility of forced opening of the Safe by the Bank, in cases stipulated by these General Conditions;
  - 5) in the event of the Client's failure to appear, after 5 (five) business days from the end of the rental period, send the Client a written notice of the need to extend the rental period of the Safe or vacate the Safe.
- 34.4. The Bank has the right, taking into account the conditions specified in paragraph 40.11 of Article 40 of these General Conditions and paragraph 243 of the Rules on the general conditions for conducting transactions:

- 1) to inspect Valuables placed in the Safe with the help of special technical means in order to identify items prohibited for storage in the Safe: firearms, gas and cold weapons, explosives, flammable, narcotic and psychotropic substances;
- 2) not to accept the Client's Valuables for placement in the Safe in case of non-payment of the commission fee in the amount and terms stipulated by these General Conditions, the Application for Safe Deposit Services;
- 3) to require the Client to reimburse the costs associated with the replacement of the lock in case of loss of the key or damage to the lock due to the Client's fault;
- 4) unilaterally terminate the Application for Safe Deposit Services ahead of schedule if the Client uses the Safe Deposit Box to accommodate the property specified in clause 33.5 of Article 33 of these General Conditions.
- 5) to forcibly open the Safe with the preparation of an act of opening in the cases and in accordance with the procedure provided for in these General Conditions;
- 6) when extending the lease extension, require the Client to pay for the new lease term at the Bank's Tariffs in effect on the day of the lease extension;
- 7) to write off, without further acceptance, the commission fee for the Safe Deposit Services provided by the Bank, payable in accordance with the Bank's current Tariffs, as well as expenses associated with the Bank's costs for opening the Safe Deposit Box and replacing lost keys, from the Client's Account opened with the Bank by debiting the Current Account. The Client hereby grants the Bank the indisputable (unconditional) right to withdraw commission amounts from the Account without further acceptance in the amounts and in the manner established by these General Conditions, the Bank's Internal Documents, without additional acceptance or other consent of the Client;
- 8) after the expiration of 3 (three) calendar months from the date of expiration of the lease of the Safe, specified in the Application for Safe Services, carry out a forced opening of the Safe in the presence of 3 (three) authorized persons of the Bank, with the preparation of an opening report, while the contents of the Safe are sealed and transferred for storage to a separate Safe until the Client or his Authorized Representative applies, in the event of:
  - a) if the Safe rental period was not extended for a new period by the Safe Services Application and the Client was sent a written notice of forced opening of the Safe, indicating the reasons and time of forced opening;
  - b) the Client's (or their authorized representative's) failure to appear at the Bank within three (3) calendar months from the expiration of the Safe Deposit Box lease term. The Client's absence from the address specified in the Safe Deposit Box Service Application, as well as their failure to appear at the Bank, shall not constitute grounds for postponing the forced opening of the Safe Deposit Box.

### **ARTICLE 35. LIABILITY OF THE PARTIES WITHIN THE FRAMEWORK OF SAFE DEPOSIT SERVICES**

- 35.1. The Bank is responsible for maintaining banking secrecy in accordance with the Law of the Republic of Kazakhstan «On banks and banking activities in the Republic of Kazakhstan».
- 35.2. The Client shall reimburse the Bank in full for expenses/the amount of costs incurred as a result of the Bank's implementation of:
  - 1) upcoming replacement of the Safe lock, in the event of loss/breakage of the Safe key by the Client and/or damage/injury to the Safe lock due to the fault of the Client - a fee for replacing the Safe lock;
  - 2) forced opening of the Safe, in cases stipulated in these General Conditions - a fee for replacing the Safe lock;
  - 3) repair/restoration of the Safe in case of breakage/damage/spoilage of the Safe due to the fault of the Client

- 35.3. In case of placement and storage of prohibited items, substances and property in the Safe, the Client shall bear liability as provided for by the Current Legislation.
- 35.4. The Bank shall not be liable:
- 1) for the contents of the Safe due to the lack of reliable information about the contents, for the consequences of placing items, substances and property in the Safe, if such items, substances and property are prohibited from being placed in the Safe;
  - 2) in the event of seizure, confiscation and other confiscation of Valuables placed in the Safe, in the presence of relevant decisions of courts, authorized state bodies and officials, bailiffs;
  - 3) for the safety of Valuables in the case of using the Safe by a person other than the Client, who is allowed access to the Safe in accordance with a power of attorney issued by the Client or a document certifying the status of a Legal Representative;
  - 4) in other cases stipulated by the Current Legislation.
- 35.5. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with these General Conditions and Current Legislation, unless they prove that proper fulfillment was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under these conditions (fire, flood, earthquake, hostilities, strikes).
- 35.6. The Bank protects the Safe from unauthorized access and other influences and is not responsible for the contents of the Safe due to the lack of reliable information about the contents.
- 35.7. The Bank is responsible for the integrity and safety of the Safe Deposit Box rented by the Client. Damages caused to the Client by loss, shortage, or damage to property located in the Safe Deposit Box due to a breach of the Safe Deposit Box's integrity will be reimbursed by the Bank only in the amount of actual damages, provided that the Bank's failure to adequately ensure the Safe Deposit Box's integrity is proven in accordance with the Current Legislation.
- 35.8. In the event of untimely notification by the Client of the cancellation of the power of attorney for the right to use the Safe, the Bank shall not be liable for access to the Safe by the Client's Authorized Person and for the safety of the deposits in the Safe.
- 35.9. The Bank's expenses incurred as a result of the loss of a key by the Client/Client's Representative or the breakage of a lock due to the fault of the Client/Client's Representative (i.e. the costs of replacing the lock) shall be reimbursed by the Client/Client's Representative.
- 35.10. Excluded.
- 35.11. Each Party undertakes not to disclose to third parties, and to maintain strict confidentiality, information regarding the conclusion of these General Conditions, as well as information received from the other Party during the negotiations, conclusion and execution of these General Conditions.
- 35.12. Provision of confidential information to third parties is possible at the request of third parties expressly authorized by the Current Legislation to receive such information.
- 35.13. Sending written notices to the Party at the address specified in the applications in order to ensure proper fulfillment of the terms of these General Conditions does not constitute a violation of the requirements of confidentiality of information.
- 35.14. In the event of disagreements or disputes regarding the execution of these General Conditions, the Parties undertake to take all necessary measures to resolve them out of court.
- 35.15. Relations that are not directly regulated by these General Conditions shall be governed in accordance with the procedures established by the Current Legislation.
- 35.16. Each Party to these General Conditions undertakes to provide the other Party with complete and timely information about any events that affect or may affect the

completeness and timeliness of the fulfillment of the obligations assumed by the Parties under these General Conditions.

35.17. In all other respects not expressly provided for by these General Conditions, the Parties shall be guided by the Current Legislation.

### **ARTICLE 36. VALIDITY AND TERMINATION OF A RENTAL AGREEMENT OR APPLICATION FOR SAFE SERVICES**

- 36.1. In cases stipulated by these General Conditions, the Safe Deposit Box Services Application (Safe Deposit Box rental period) may be extended under the conditions set forth in these General Conditions and the Safe Deposit Box Services Application, subject to the Client's payment of a fee upon renewal of the Safe Deposit Box rental period in accordance with the Bank's Tariffs in effect at the time of the Safe Deposit Box lease extension. The Safe Deposit Box Services Application shall cease to be valid upon full settlement between the parties, including the Client's payment to the Bank of a fee for the late release of the Safe Deposit Box in accordance with the Bank's Tariffs in effect on the date of payment, taking into account Section 33.12 of Article 33 of these General Conditions.
- 36.2. Upon expiration of the Safe Deposit Box lease term or in the event of early termination of the Safe Deposit Box Services Application, the Client (or the Client's Representative, his/her heir, Legal Representative, or Trustee) must vacate the Safe Deposit Box and return it, together with the key(s), in an undamaged condition to the Bank.
- 36.3. The Bank shall notify the Client of the need to extend the lease or vacate the leased Safe Deposit Box 10 (ten) calendar days prior to the expiration of the lease term by telephone call to the Client's mobile phone number, SMS message, or written message to the Client's email address specified in the ABIS. Additionally, a push notification shall be sent regarding the expiration and need to extend the lease term. For Mass and VIP clients, the push notification shall be sent 10 (ten) calendar days and 1 (one) calendar day prior to the expiration of the Safe Deposit Box lease agreement. For Priority Banking clients, the push notification shall be sent 14 (fourteen) calendar days and 1 (one) calendar day prior to the expiration of the lease agreement.
- 36.4. In cases of termination of the Safe Services Application before the expiration of the Safe rental period at the initiative of the Client, the commission paid by the Client for the entire Safe rental period is not refunded.
- 36.5. If the Client contacts the Bank with the intention of vacating the rented Safe during the period of violation of the terms of the Safe Services Application in terms of the untimely vacating of the Safe, the Client shall pay a fee for the untimely vacating of the Safe.
- 36.6. The Bank has the right, at any time, for any reason (at the Bank's discretion) and without compensation for damages, to unilaterally refuse to fulfill the General Conditions, the Application for Safe Deposit Services, by notifying the Client 10 (ten) calendar days prior to the date of termination of the Application for Safe Deposit Services in the manner provided for in these General Conditions.
- 36.7. In the event of a refusal by one of the Parties to the General Conditions, the Lease Agreement/Application for Safe Deposit Services, the Client is obliged to collect the Valuables no later than the date of termination of the Application for Safe Deposit Services specified in the notification of the Party refusing the Application for Safe Deposit Services.
- 36.8. In the absence of another available Safe Deposit Box to provide to the Client in the event of loss/damage to the lock/key to the Safe Deposit Box due to the fault of the Client, the Application for Safe Deposit Box Services shall be terminated before its expiration on the day the Bank delivers to the Client a notice of termination of the Application for

Safe Deposit Box Services by the Bank's refusal of the Application for Safe Deposit Box Services.

- 36.9. In the event of the Client's death or recognition as missing, matters relating to the transfer of Valuables to the Client's Heirs shall be resolved in accordance with the Current Legislation, the Bank's Internal Documents, these General Conditions, and the Safe Deposit Services Application.

#### **ARTICLE 37. PROCEDURE AND CASES OF FORCED OPENING OF A SAFE**

- 37.1. The Bank has the right to forcibly open the Safe Deposit Box without the Client's presence in the following cases:
- 1) if there is information about the Client's use of the Safe for storing property prohibited for storage, listed in paragraph 33.5 of these General Conditions;
  - 2) if there is information about the Client's failure to comply with the rules for using the Safe;
  - 3) in case of smoke, ignition of the contents of the cell, the appearance of putrid and other pungent odors;
  - 4) failure of the Client (or the Client's Representative) to appear after 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Clients) from the date of expiration of the Safe rental period;
  - 5) upon receipt of documents from a court, an authorized government agency, an official of a government agency, or a private bailiff who have the right to make decisions on the forced seizure of the contents of a Safe rented by the Client, in accordance with the Current Legislation;
  - 6) in other cases provided for by the Current legislation.
- 37.2. Starting from the day of expiration of the Safe Deposit Box lease, the Bank shall notify the Client every business day in any manner provided for by these General Conditions of the need to pay a fee for the late release of the Safe Deposit Box and for the release of the rented Safe Deposit Box or for the conclusion of a new Application for Safe Deposit Box services for a new term (if necessary).
- 37.3. The Bank, no later than 10 (ten) calendar days prior to the Bank's forced opening of the Safe, shall send the Client a notice of the Bank's forced opening of the Safe, indicating the date of opening.
- 37.4. After the expiration of 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Clients) from the date of expiration of the Safe Deposit Box lease, the Bank has the right to forcibly open the Safe Deposit Box in the presence of 3 (three) authorized persons of the Bank's branch/office, with the preparation of an opening report, subject to compliance with all of the following conditions:
- 1) if the Safe rental period was not extended for a new period by the Safe Services Application and the Client was sent a written notice of the forced opening of the Safe, indicating the reasons and time of the forced opening;
  - 2) failure of the Client (his Authorized Representative) to appear at the Bank after 3 (three) calendar months / 6 (six) calendar months (for Priority Banking Clients) from the date of expiration of the Safe Deposit Box rental period.
- 37.5. The absence of the Client at the address specified in the ABIS, as well as failure to appear at the Bank, is not grounds for postponing the time of forced opening of the Safe.
- 37.6. The contents of the Safe are sealed and transferred for storage to a separate Safe located in the Safe Depository until the Client or his Authorized Representative makes a request.
- 37.7. The contents stored in the Safe Deposit Box of the Safe Depository/Bank branch, seized during the forced opening of the Safe Deposit Box by the Bank to the Client (or Client's Representative) shall be released upon the application (in any form) of the Client (or Client's Representative) and after payment of a commission for:

- 1) untimely release of the Safe;
  - 2) replacing the lock from an opened Safe (if necessary);
  - 3) storage of the Client's Valuables in the Bank's Safe Depository, in accordance with the Bank's Tariffs in effect on the day of payment.
- 37.8. When a Client or a Client's Representative applies to the Bank for Valuables from an opened Safe, the package (sack, bag) is opened in the presence of a Bank employee and the head of the Bank's structural unit. After opening the package (sack, bag), the Client (or the Client's Representative) indicates in the application that the Valuables and other property have been received in full, that he does not have and will not have a claim against the Bank, indicates the full name (patronymic, if any), affixes the signature and date. The application of the Client (or the Client's Representative) is attached to the Client's dossier. The Client's claims regarding the quantity or quality of Valuables and other property are not accepted, since the Bank did not have information about the cost, qualitative, quantitative, etc. parameters of Valuables and other property found in the Safe, with which the Client unconditionally agrees.
- 37.9. Seized Valuables will remain in storage in the Bank's Safe Deposit Box for 1 (one) year from the lease expiration date. If the Client appears at the Bank within 1 (one) year from the lease expiration date, the Valuables will be returned to them after the Bank's expenses have been paid in accordance with these General Conditions/the terms of the Safe Deposit Box Services Application. If the Client fails to appear within 1 (one) year from the lease expiration date, the seized Valuables will be sold in accordance with the procedure established by the Current Legislation. The proceeds from the sale will be used to reimburse the Bank's expenses. If the amount received from the sale of the seized Valuables exceeds the amount due for reimbursement to the Bank, the remaining amount will be credited to the Client's account or, if this is not possible, will be stored in a specially opened bank account for 5 (five) years, after which it will be written off as income to the Bank. If the proceeds are insufficient to pay off the debt to the Bank, it is collected from the Client through judicial/extrajudicial proceedings in accordance with the Current Legislation.

## **SECTION VI. OTHER PROVISIONS**

### **ARTICLE 38. FORCE MAJEURE**

- 38.1. In cases where the Parties (the Bank and/ or the Client) cannot fulfill their obligations under these General Conditions due to reasons beyond the reasonable control of the Parties, such as: earthquake, fires, floods, strikes, war (declared or undeclared), civil war, general persistent inability of the banking system of the Republic of Kazakhstan to make payments under these General Conditions, as well as compliance by the Parties with any provisions of the Current legislation and decisions of government agencies of the Republic of Kazakhstan, if the obligations of the Parties entered into force after the Parties joined these General Conditions and prevented the fulfillment of these General Conditions (hereinafter referred to as force majeure), then the obligations of the Parties under these General Conditions are suspended for an appropriate period until such circumstances cease;
- 38.2. No later than 5 (five) calendar days after the occurrence of force majeure circumstances, the Party for which such circumstances have arisen is obliged to notify the other Party of the force majeure event, the date of occurrence and the effect of force majeure on its ability to fulfill its obligations under these General Conditions. Confirmation of the force majeure circumstances by the relevant competent authority is mandatory, with the exception of generally known events for which the competent authority does not provide confirmation. If a Party fails to notify the other Party of the force majeure event within the timeframe and in the manner specified in this clause of the General Conditions, it loses its right to refer to the force majeure circumstances as a

basis exempting it from liability for failure to fulfill its obligations under these General Conditions.

- 38.3. After the effect of force majeure circumstances on the fulfillment of the obligations of the Parties under these General Conditions has ceased, the fulfillment of the conditions shall be restored in the previous manner;
- 38.4. In the event that the circumstances of force majeure last more than 30 (thirty) calendar days, either Party has the right to terminate the legal relationship unilaterally by notifying the other Party in writing. In this case, the Parties, within 10 (ten) calendar days from the date of unilateral termination of legal relations, are obliged to make mutual settlements for actually fulfilled obligations and payments made and return to each other everything received under the terms of these General Conditions that have not been counter-fulfilled. In this case, the obligations under these General Conditions will be deemed terminated on the date of receipt by the other Party of the notice of unilateral termination, and neither Party is obligated to compensate the other Party for possible losses caused by such termination.

### **ARTICLE 39. CONFIDENTIALITY**

- 39.1. All information transferred by the Parties to each other in connection with these General Conditions and the signed corresponding application, their contents in whole or in part, as well as financial, commercial and other information received from the other Party during the course of negotiations, conclusion and execution of this corresponding application, are confidential information;
- 39.2. Transfer of confidential information to third parties, publication or disclosure is possible only with the prior written consent of the other Party or in the event that such disclosure is mandatory in accordance with the Current Legislation;
- 39.3. The Client undertakes to immediately notify the Bank of any cases that have become known to it of attempts by third parties to obtain from one of the Parties information constituting the confidential information of the other Party, and also not to use knowledge of the confidential information of the other Party to engage in activities that may cause damage to that Party;
- 39.4. In the event of disclosure or dissemination by either Party of confidential information of the other Party, the guilty Party will be obliged to compensate for the losses incurred by the other Party as a result of the disclosure of such information, and will also bear liability provided for by the Current Legislation;
- 39.5. The Client hereby authorizes the Bank to disclose, in compliance with the requirements of the Current Legislation, but without any additional consent of the Client, all and any information related to the Client, the Deposit, the application, the fulfillment by the Parties of their obligations, to third parties, including Authorized State Bodies, consultants, lawyers, auditors, correspondent banks and other persons and bodies, if such disclosure is required in accordance with the Current Legislation, international requirements and the Internal Documents of the Bank;
- 39.6. The Bank shall not be liable if confidentiality was breached due to the Client's own fault due to failure to comply with the Bank's recommendations regarding confidentiality, as well as in circumstances where confidential information was known or became known to third parties from other sources.

### **ARTICLE 40. SPECIAL CONDITIONS**

- 40.1. The Client acknowledges and unconditionally agrees that the conditions specified in Clause 40.11 of Article 40 of these General Conditions and in Clause 243 of the Rules on the General Conditions for Conducting Operations apply to all types of banking products/services, including when carrying out operations/transactions and in other cases.
- 40.2. The suspension of transactions on the Account/Payment Card Account and/or seizure

- of funds in the account are carried out by the Bank on the grounds and in accordance with the procedure established by the Current Legislation and/or these General Conditions;
- 40.3. In this case, the Bank shall not be liable for failure to perform/improper performance of its obligations under these General Conditions and the signed corresponding application in the event of receipt by the Bank of decisions/resolutions of the Authorized State Bodies and/or officials on the suspension of expenditure transactions on the Account/Payment Card Account, seizure of funds in the account, as well as instructions of third parties entitled to uncontested write-off of funds in accordance with the Current Legislation, as well as in cases provided for by legislation in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign Legislation;
- 40.4. The Bank has the right not to execute the Client's instructions, including those related to the implementation of payments/transfers in cases stipulated by the Current Legislation, these General Conditions, the relevant application, the Bank's Internal Documents, as well as in cases stipulated by legislation in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign Legislation;
- 40.5. The debiting of funds from the Account/Payment Card Account is carried out only with the consent of the Client, except in cases expressly provided for by the Current Legislation, the Application, these General Conditions, and the Bank's Internal Documents;
- 40.6. Payment instructions from a third party are accepted for execution and executed without the Client's additional consent based on a decision of the relevant judicial or other government agency of the Republic of Kazakhstan, with the exception of benefits and social payments held in special bank accounts, as well as on other grounds stipulated by the Current Legislation. The Bank has the right to make uncontested debits from any of the Client's accounts if a third party (second-tier banks and organizations engaged in banking activities) presents to the Bank an instruction accompanied by a document containing the Client's consent to the uncontested withdrawal of funds from their account, with the exception of funds held in special bank accounts (such as (but not limited to) alimony, pensions, allowances and social payments, payments from the unified accumulative pension fund for the purpose of improving housing conditions and/or paying for education, treatment).
- 40.7. The Bank has the right to use the services of third parties when fulfilling its obligations and the Client's instructions and providing other services in accordance with the signed application, including, but not limited to, cases where the use of third parties is expressly established by the Current Legislation. The Bank shall not be liable for any deficiencies in the actions of such third parties that result in a breach of obligations under the relevant application;
- 40.8. The Bank has the right to carry out mass mailing of advertising and informational information about the Bank's services through SMS notifications among Clients;
- 40.9. The Bank shall have the right to debit any and all accounts of the Client without his prior consent in relation to the Bank's adjusting transactions in accordance with paragraph 5.15 of Article 5 of these General Conditions, as well as in order to set off any and all amounts intended to be paid by the Client to the Bank, including any and all fees to which the Bank is entitled on the basis of the Bank's Tariffs, these General Conditions and subsequent amendments thereto;
- 40.10. The Bank strives to protect its reputation and adheres to international standards for combating money laundering, suspicious transactions, combating the evasion/circumvention of international economic sanctions, and evasion of compliance with the requirements of Current Legislation, the Bank's Internal Documents, and these General Conditions.

- 40.11. Within the framework of these General Conditions, the Bank has the right to:
- 1) request from the Client any documents and information, including on the source of origin of funds, their intended use, necessary for the provision by the Bank of a product / service, including Electronic Banking Services, Remote Services, transactions on the Account, the implementation of currency control by the Bank, the Bank's compliance with the requirements of the Current Legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign Legislation, the Internal Documents of the Bank, as well as for the collection, processing and transfer of data / personal data of the Client to the US Internal Revenue Service in accordance with the requirements of FATCA, to the tax services of the Organization for Economic Cooperation and Development in accordance with the requirements of the Organization for Economic Co-operation and Development (hereinafter - OECD), including through authorized government agencies of the Republic of Kazakhstan;
  - 2) in the event of a violation of the requirements of the General Conditions, the terms of the Banking Services Agreements, suspend the banking services agreement for any period and/or terminate and/or discontinue business relations with the Client;
  - 3) block transactions on the Account/Payment Card Account if the Bank suspects fraudulent transactions and/or if the Bank is conducting due diligence on the Client and/or transactions carried out by/in his favor and/or if there is suspicion of possible money laundering, terrorist financing, and/or the involvement/participation of the Client in a suspicious/questionable transaction, and/or if the transactions/actions carried out by the Client are aimed at bypassing/evading the established procedures of the Bank without notifying the Client until the circumstances are clarified;
  - 4) not be liable for damage caused to the Client in the event of suspension/refusal to carry out the Client's payment/transfer, as well as due to suspension/refusal to carry out the Client's payment/transfer by the correspondent bank;
  - 5) request other documents and information from the Client in accordance with the requirements of the Current Legislation and the Bank's Internal Documents, the terms of the agreements concluded by the Bank with correspondent banks/third parties;
  - 6) suspend and/or refuse to carry out a transaction for the Client and/or refuse to accept a foreign exchange agreement/foreign exchange documents for the Client, including the execution of transactions thereon, terminate business relations with the Client and terminate the banking services agreement, including the provision of any banking products/services in cases and on the grounds stipulated by the Current Legislation, including legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, based on a risk-oriented approach in order to comply with the requirements of international economic sanctions, these General Conditions, including in the event of failure to provide or incomplete provision of the requested documents and/or information to the Bank;
  - 7) carry out any actions and measures not prohibited by the current legislation to obtain, verify/reverify any kind of data provided to the Bank for conducting transactions in order for the Bank to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, and the requirements of international economic sanctions.
  - 8) not to accept or issue foreign currency in cash in the presence of decisions of authorized government agencies, decisions of a foreign state and/or international organization that directly or indirectly extend to/affect the operations of the Bank and/or the Client, and/or that make it impossible/difficult/unprofitable for the Bank to carry out operations to accept and issue foreign currency in cash;
  - 9) impose temporary restrictions on the Client's bank accounts, including during the

- Bank's due diligence and/or in the context of compliance with the requirements of the Current Legislation, Foreign Legislation, and international economic sanctions;
- 10) impose temporary restrictions on the Client's bank accounts if, at the time of the Bank's due diligence and/or in the context of compliance with the requirements of the Current Legislation and international economic sanctions, the Client has not submitted to the Bank the supporting documents requested by the Bank orally and/or in writing, or the relevant written explanations;
- 11) suspend/refuse to execute the Client's payment/transfer, to accept and service the foreign exchange agreement/foreign exchange documents, including the execution of transactions on them, terminate the business relationship with the Client and terminate the banking services agreement, the provision of the Bank's product/service on any of the following grounds:
- a) if there are grounds to believe that the Client's/the Client's counterparty's operations are subject to international economic sanctions or are aimed at evading international economic sanctions;
  - b) if the documents/information requested by the Bank were not provided or do not meet the requirements of the Bank for any reason, or the Client's order contradicts the requirements of the Current Legislation, or the Client evades compliance with the requirements of the Current Legislation, or the Client refuses to submit the requested information, documents to the Bank;
  - c) the Client's submission to the Bank of false, incorrect, distorted, contradictory, incomplete information, including the Client's actions to intentionally mislead the Bank and its employees, for the purpose of the Bank providing services to the Client, conducting transactions, accepting and servicing a foreign exchange agreement and other grounds, the submission of falsified documents, information;
  - d) the presence of sanctions against the Client/Client's counterparty, imposed in accordance with the jurisdiction of any country (European Union, USA, UK and others) or state and/or international organization (including, but not limited to OFAC, OFSI, ECFR, UN Security Council, FATF);
  - e) in the event of suspicion that the Client's transactions are carried out, used by the Client for the purpose of legalization (laundering) of proceeds from crime, financing terrorism, financing the proliferation of weapons of mass destruction and/or for the purpose of the Client carrying out illegal, unlawful, criminal activities, and/or the performance of actions by the Client aimed at involving the Bank in the processes of legalization (laundering) of proceeds from crime, financing terrorism and financing the proliferation of weapons of mass destruction or other criminal activities;
  - f) on the grounds provided for by the current legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation, provided for by international treaties ratified by the Republic of Kazakhstan;
  - g) if there is a suspicion of fraudulent actions by the Client when making payments/transfers, as well as the commission or attempt to commission by the Client of operations related to prohibited types of activities in accordance with the requirements of the Current Legislation;
  - h) refuse the Client to carry out operations to withdraw funds from the Account in cases of suspension of expenditure operations on the Account by authorized government bodies, or seizure of funds in the Account, or the presence of grounds stipulated by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, Foreign legislation;
  - i) subject to the prior consent of the Client, provided by signing the relevant

- agreement, to write off funds from the Client's bank accounts opened with the Bank in any way not prohibited by Current legislation, for purposes related to the verification of the Client, its beneficial owners, and their activities, if such verifications cannot be carried out in the established manner due to the fault of the Client;
- j) the Bank has suspicions that the Client's or its counterparty's transactions are related to the activities of a financial (investment) pyramid, are carried out in its interests (not limited to crediting to its account and (or) withdrawing money from its accounts), and are also aimed at financing the activities of a financial (investment) pyramid or advertising its activities;
- 12) refuse to provide banking services/products/banking and other transactions, including, but not limited to, Electronic Banking Services, remote servicing via the Mobile Application, and terminate business relations with the Client/close the Account/cancel the Card unilaterally in cases and on the grounds stipulated by international/intergovernmental agreements, Foreign Legislation, Current Legislation, the Bank's Internal Documents, these General Conditions, including in the event of a violation by the Client of the General Conditions and/or Current Legislation in part and/or in whole, as well as on the grounds stipulated by the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, the Bank's Internal Documents, the General Conditions, including in the event of:
- a) the impossibility for the Bank to carry out measures to properly verify the Client and/or the transactions/deals performed by him, the Client's Authorized Persons, the persons in whose interests the Client performs transactions on the Account, confirming the compliance of the transaction with the requirements of the Current Legislation, including through the Mobile Application;
  - b) the Bank suspects that business relationships and/or transactions/deals carried out are being used by the Client for the purpose of legalizing (laundering) proceeds of crime, financing terrorism, or financing the proliferation of weapons of mass destruction;
  - c) the implementation, in the opinion of the Bank, by the Client of dubious, unusual, suspicious, fraudulent transactions;
  - d) there are no grounds to believe that the operations, transactions, or actions of the Client/Client's counterparty fall under the scope of international economic sanctions or are aimed at evading international economic sanctions;
  - e) the presence of sanctions against the Client/Client's counterparty, imposed in accordance with the jurisdiction of any country (European Union, USA, UK and others) or state and/or international organization (including, but not limited to OFAC, OFSI, ECFR, UN Security Council, FATF);
  - f) the Client's refusal to provide the Bank with documents and/or information, and/or additional information, including written explanations (including on the tax residency of the Client and/or its beneficial owner, the source of origin of funds, their intended use)), their untimely provision, and/or their provision incompletely, invalid/inaccurate documents/information, or if the document contains signs of forgery/falsification, as well as the presentation of documents in a form/type that do not comply with the requirements of the Current legislation, and/or international treaties, and/or the Internal documents of the Bank;
  - g) the Client submitting to the Bank false, incorrect, distorted, contradictory, incomplete information, including the Client's actions to deliberately mislead the Bank and its employees, for the purpose of the Bank providing services to the Client, conducting transactions, accepting and servicing a foreign exchange agreement and other grounds, the submission of falsified documents, information;

- h) when the Client performs or attempts to perform transactions involving prohibited activities in accordance with the requirements of the Current Legislation and/or illegally transfers the Account/Card to the management/use/ownership of third parties;
- i) on the grounds provided for by the Current legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, foreign legislation, provided for by international treaties ratified by the Republic of Kazakhstan;
- j) if the Client and/or the Client's Authorized Persons are included in the national list of persons associated with the financing of terrorism and extremism and/or in the list of persons or organizations subject to global international economic, political and other sanctions, and/or in the internal bank list of persons and organizations, including in cases where the performance of such transactions by the Bank may entail the application of restrictions and/or the above sanctions to the Bank;
- k) when there is information regarding the Client or his representative about their participation in extremist and terrorist activities, their being under the control of such organizations and individuals, or acting on the instructions of such organizations;
- l) if the Bank, the Payment Card System, or the IPS recognizes the Card Transaction made by the Client as fraudulent;
- m) in case of the Client's refusal to undergo Biometric Identification when being served by the Bank;
- n) the Bank identifies a threat of improper performance of any of the Client's obligations under the General Conditions (including, but not limited to, challenging the validity of the terms of the General Conditions);
- o) if one party/participant in the operation/transaction or obligation under the transaction is a person registered/located in a country with significant risks of money laundering and terrorist financing, determined by an international organization or a foreign state, or if such person participates in the execution of this operation/transaction;
- p) if in the process of studying transactions performed by the Client, there is a suspicion that they are carried out for the purpose of legalizing (laundering) proceeds from crime, or financing terrorism and financing the proliferation of weapons of mass destruction;
- q) in the event of the Client's refusal to provide the documents and information necessary for conducting due diligence on the Client, as well as consent to the collection, processing and transfer of data/personal information of the Client to the US Internal Revenue Service in accordance with the requirements of FATCA, to the tax services of the Organization for Economic Cooperation and Development in accordance with the requirements of the OECD, including through authorized government agencies of the Republic of Kazakhstan, except in cases where such closure is not permitted in accordance with the requirements of the Current Legislation;
- r) if the Bank believes that the requirements of the Agreement, the Current Legislation and Foreign Legislation affecting the activities of the Bank, the internal procedures and conditions of the Bank that are public, and the correspondent bank are violated or may be violated, as well as in the event of sanctions in accordance with the jurisdiction of any country, international organization, the effect of which extends to the Bank and the Client (including, but not limited to, those related to the type of transaction, the country of registration and (or) location of the Client, as well as payments made to these countries or from these countries);

- s) amendments to the norms of Current legislation, Foreign legislation, these General Conditions, international treaties ratified by the Republic of Kazakhstan;
  - t) in other cases that may be used to carry out illegal actions against the Bank and its Clients, causing damage to their interests;
- 40.12. The Bank reserves the right to request from the Client any documents/information that, in the Bank's sole opinion, are necessary to provide the Client with banking services, including, without limitation, crediting/debiting funds and depositing/withdrawing cash to/from the Account(s)/Payment Card Account. While reviewing the provided documents/information, the Bank reserves the right to withhold transactions from the Client. The Bank reserves the right to request the Client's personal presence at a Bank branch for the purpose of verification and questioning regarding suspicious transactions, if such a requirement is justified by the legislation of the Republic of Kazakhstan or the Bank's internal documents.
- 40.13. If the documents/information requested by the Bank have not been provided or are not satisfactory to the Bank for any reason, and/or the requirement for the Client's personal presence at the Bank branch is not met, the Bank has the right to refuse to provide banking services to the Client, whose rights to use the account will be restored with the Bank's consent;
- 40.14. The Client is aware and agrees that, in accordance with the Current Legislation regulating anti-money laundering and countering the financing of terrorism, the Bank has the right to refuse to execute or suspend any transaction on the Client's Account/Payment Card Account. However, refusal to execute a transaction on the Client's Account/Payment Card Account, as well as the suspension of a transaction in accordance with the Current Legislation, do not constitute grounds for civil liability of the Bank for violation of the terms of the relevant applications (obligations);
- 40.15. Based on the General Conditions, the Bank has the right to suspend debit transactions on the Account/Payment Card Account with subsequent closure of the Account/Payment Card Account if the Bank has received a duly certified copy of a document confirming the fact of the Client's absence/death/declaration of death.
- 40.16. The disbursement of funds from the account / payment card account of a deceased Client or a Client declared deceased shall be made to the heirs or other persons authorized in accordance with the Applicable Legislation, less the Bank's commissions in accordance with the Bank's Tariffs, within the time limits and on the basis of documents established by the Current Legislation and the Bank's internal documents.
- 40.17. The Bank has the right to block funds in the Client's Account/Payment Card Account (suspend expenditure transactions) in the presence of any unfulfilled obligations arising under agreements concluded between the Bank and the Client.
- 40.18. In the manner prescribed by these General Conditions, the Client is obliged to:
- 1) provide the Bank with all necessary documents for concluding a banking services agreement/receiving banking products/services/conducting transactions determined by the Current Legislation and the Bank's Internal Documents;
  - 2) provide the Bank with information and documents necessary for the Bank to fulfill its obligations stipulated by the Current Legislation, including information on beneficial owners, documents confirming the validity of the payment and the implementation of foreign exchange transactions (copies of contracts and/or agreements, etc., relevant written explanations), on the source of origin of funds, their intended use;
  - 3) fully comply with the requirements of the current legislation, including currency legislation and legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, international economic sanctions when receiving banking products/services/conducting transactions;
  - 4) submit and/or ensure the provision, upon the first request of the Bank within the timeframes established by the Bank, of any documents and information, including

information on the source of origin of funds, their intended use, requested by it for the purposes of implementing currency control, complying with the requirements of the Current Legislation, including on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, fulfilling the requirements of international economic sanctions, as well as to comply with all the requirements of the necessary "Know Your Client" procedures or other similar procedures existing in the Bank and/or established by the Current Legislation, collecting, processing and transferring data/personal data of the Client to the US Internal Revenue Service in accordance with the requirements of FATCA, to the tax services of the Organization for Economic Cooperation and Development in accordance with the requirements of the OECD, including through the authorized state bodies of the Republic of Kazakhstan. Failure by the Client to provide the documentation and information requested by the Bank may be grounds for the suspension or refusal by the Bank to provide payment services and/or grounds for the unilateral termination by the Bank of the banking services agreement in the manner prescribed by these General Conditions;

5) at the Bank's request, submit to the Bank supporting and other documents and information necessary for carrying out the transaction in accordance with the Current Legislation;

6) provide the Bank with consent to conduct biometric identification when servicing the Client;

7) not to carry out prohibited transfers/transactions for prohibited types of activities, including with digital assets, with the exception of the requirements stipulated by the Current Legislation, subject to the submission to the Bank of a supporting package of documents, including the existence of an agreement concluded with a company licensed to operate in the territory of the Republic of Kazakhstan;

40.19. When concluding, executing, amending, or terminating a banking services agreement under these General Conditions, the Parties undertake to refrain from actions that are directly or indirectly classified as corrupt by the applicable legislation of the Republic of Kazakhstan: giving/receiving a bribe/illegal remuneration, commercial bribery, abuse of office, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan, international legal norms, and international treaties of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism (AML/CFT), and other corruption violations – both in relations between the Parties and in relations with third parties and government agencies of the Republic of Kazakhstan (hereinafter referred to as corrupt actions). The Parties undertake to communicate these requirements to their affiliated (interrelated) persons, employees, authorized representatives, and intermediaries.

40.20. The Parties, within the framework of the General Conditions, undertake to:

- 1) carry out its activities on the principle of absolute rejection of any form of fraud, the principle of zero tolerance for corruption and to assume social responsibility for their implementation;
- 2) know and comply with the requirements of the Law of the Republic of Kazakhstan «On Combating Corruption»;
- 3) not to engage in commercial bribery of officials, representatives, employees of the other Party or their affiliates;
- 4) provide assistance to the other Party on issues of prevention and control of corruption and fraud;
- 5) report all instances of corrupt acts and/or intentions to commit such acts, as well as in cases where such cases become known, including by email to the Bank [Compliance@freedombank.kz](mailto:Compliance@freedombank.kz).

**ARTICLE 41. LIABILITY OF THE PARTIES. EXCLUSION OF LIABILITY**

- 41.1. Each Party shall be liable to the other Party for the violation of its obligations under these General Conditions in accordance with the Current Legislation and the specified documents.
- 41.2. The Parties shall be liable to each other only for intentional failure to fulfill or improper fulfillment of their obligations under these General Conditions. In the event of a breach of these General Conditions, the Parties shall be liable only to the extent of actual damages.
- 41.3. The Client shall be responsible for the legality of the transactions concluded by him, for the legality of the payment and the proper execution of payment documents, as well as for the losses incurred by the Bank in connection with the execution of an erroneous payment order by the latter within the amount of the erroneous payment order in the event of a violation by the Client of these General Conditions.
- 41.4. The Bank shall be liable to the Client for improper execution of the Client's instructions regarding payment or transfer of funds in the amount and manner established by the Current Legislation.
- 41.5. The Parties shall not be liable for cases of non-fulfillment or improper fulfillment of obligations under these General Conditions if such cases are a consequence of the occurrence of force majeure circumstances specified in paragraph 20.1 of Article 20 of these General Conditions.
- 41.6. In order to protect against unauthorized payments on the Client's Account/Payment Card Account, the Bank carries out the following actions (but is not limited to):
- 1) when carrying out transactions based on original payment documents on paper, the Bank carries out a visual verification of the signatures of Authorized Persons and the Client's seal on the payment document with a sample of signatures and a seal imprint available at the Bank, for individuals - with a sample signature on the identity document;
  - 2) when carrying out transactions based on the Client's electronic payment documents, protection against unauthorized payments is carried out in the manner prescribed by the relevant conditions.
- 41.7. The Client is responsible for:
- 1) For improper use of the Card and/or failure to comply with, or improper compliance with the General Conditions, the full amount of damage caused to the Bank and/or third parties;
  - 2) For failure to comply with or improper compliance by the Holder of an additional Card with the requirements for the use of Cards and these General Conditions, the full amount of damage caused to the Bank;
  - 3) For losses incurred by the Bank and/or third parties as a result of unauthorized use of the Card/Mobile Application by third parties, which were caused before the Cardholder and/or the Holder of an additional Card notified the Bank of the loss/theft of the Card/Login/PIN code/Password/3D Secure Password/OTP code or the use of this data by an unauthorized person and blocking of the Card by the Bank;
  - 4) For non-return/late return to the Bank of funds erroneously credited to the Payment Card Account - in the amount of the non-returned/late returned amount;
  - 5) For all Card transactions, including those made using Card details, for payment of goods and/or services on the Internet, by mail and/or telephone orders, as well as in the Mobile Application.
- 41.8. The Bank shall not be liable:
- 1) If the currency restrictions of the Cardholder's country of residence, as well as the established limits/restrictions on the amount of cash received at ATMs or at the Cash Withdrawal Point, may affect the interests of the Cardholder to some extent;

- 2) For goods purchased by Card and then returned by the TSE, the Bank reimburses the cost of the goods only by wire transfer by crediting money to the Customer's payment card Account based on a credit transaction executed by the TSE.
- 3) If the Card details are/ CVV/CVC-code/PIN-code/Login/Password/The password of the 3D Secure/OTP code sent via one of the OTP Code Delivery Channels provided for in these General Conditions has become known to third parties//providing access to the Mobile Application to third parties through the fault of the Client/Cardholder;
- 4) For the inability to perform a Card Transaction due to the lack of communication between the IPS and the TSE/CWP, as a result of which the request for a Card Transaction is not received by the Bank;
- 5) For the consequences of the Cardholder's failure to timely block a lost/stolen Card, as well as in the event of unauthorized use of the Card/unauthorized access to the Account/Payment Card Account/Mobile Application by third parties;
- 6) For the impossibility of performing a Card transaction on a Payment Card Account in the event of a seizure of funds or suspension of transactions on a Payment Card Account based on acts of authorized bodies and officials submitted in accordance with the Current Legislation, as well as in cases of suspension of expenditure transactions when placing payment documents that do not require acceptance in the card index, until the obligations under them are fully satisfied;
- 7) For damage caused to the Cardholder in connection with the transfer by the Cardholder to third parties of the Card details/CVV/CVC code/PIN code/Login/Password/3D Secure Password/OTP code, providing access to the Mobile Application to third parties;
- 8) For failure of the functioning of the IPS, electronic devices, ATMs over which there is no direct control;
- 9) For Card transactions, including those made using card details, for payment of goods and/or services via the Internet, by mail and/or telephone orders, as well as in the Mobile Application in the event of successful login to the Mobile Application using the Login/Password/PIN code of the Cardholder/Client;
- 10) In the event that information (text messages about banking transactions, movements on the Account/Payment Card Account, etc.) received or sent from the mobile phone number specified in the Application, as a result of (but not limited to) theft/loss of the mobile phone/Login/Password, fraud and other actions, becomes known to telecommunications employees and other third parties;
- 11) For possible disclosure of information constituting a banking secret to third parties, fraud and other actions in cases of loss/theft of a mobile phone/Login/Password, the number of which provides SMS-information/push-notification services (pop-up messages on the mobile phone screen) for transactions carried out in the Mobile Application, until the service is blocked;
- 12) For disputes and disagreements arising between the Cardholder and the Mobile Operator in all cases where disputes and disagreements regarding the SMS notification service arise through no fault of the Bank;
- 13) For additional expenses/losses of the Client/Cardholder associated with the conversion of the currency of transactions/Card transactions as a result of the resulting Overdraft on the Account/Payment Card Account;
- 14) The Client or counterparty assumes the risks and all consequences (including losses and lost profits) that may arise in connection with the restrictions and prohibitions established:
  - a) state bodies of the Republic of Kazakhstan, the Bank, its correspondent banks, providers of electronic services, interbank money transfer systems, other payment systems and electronic money systems, their operators, and other persons whose participation is necessary to carry out the transaction;

- b) Foreign legislation affecting the activities of the Bank, when any participant, bank participating in an operation carried out by the Bank (or with its participation) and its Client or counterparty is located or temporarily located on the territory of foreign states;
- c) sanctions in accordance with the jurisdiction of any country, international organization, the effect of which extends to the Bank, the Client or counterparty and its transactions (including, but not limited to, those related to the type of transaction, the country of registration and (or) location of the Client or counterparty and its officials, shareholders or participants, beneficial owners, subsidiaries and associated organizations, as well as payments made to these countries or to these persons or from these countries or from these persons or through these persons), carried out by the Bank or through the Bank, as well as through the Bank's channels.

15) For risks and consequences (including damages and lost profits) that may arise in connection with the restrictions and prohibitions specified in paragraph 14) of this clause. This condition also applies to cases related to payment/transfer verification by a correspondent bank or to the activities of financial (investment) pyramid schemes, investigations, or other activities related to transactions conducted by the above-mentioned persons and government agencies of foreign states, as well as penalties, fines, and other consequences resulting from these activities.

16) for refusal to enter into a business relationship, termination of the agreement, refusal to carry out, as well as suspension of any operations in accordance with this article of the General Conditions.

#### **ARTICLE 42. DISPUTE SETTLEMENT**

- 42.1. The Client is obligated to promptly verify all information received from the Bank, including that specified in Notifications. Furthermore, the Client is obligated to verify the Bank's correct execution of the Client's instructions. If the Client discovers any inaccuracies, incorrect and/or incomplete execution, or unauthorized transactions, they must immediately notify the Bank verbally by telephone and then in writing within one (1) business day of the discovery of any inaccuracies, incorrect data, and/or incomplete execution, or unauthorized transactions.
- 42.2. For all disputes, the Client submits a written request to the Bank. The Bank, depending on the nature of the dispute, independently determines the timeframe for its consideration, but no more than 15 (fifteen) calendar days from the date of its receipt by the Bank (from the date of registration with the Bank), in accordance with the Bank's Internal Documents. In certain cases stipulated by the Current Legislation, the request review period may be extended, and the Bank must notify the Client of such extension.
- 42.3. If the Client's claim is found to be justified, the Bank will adjust the completed transaction and take other necessary actions to resolve the situation;
- 42.4. If the Client's claim is found to be unfounded, the Client shall reimburse the Bank for all possible costs associated with reviewing the claim. The Bank reserves the right, in accordance with these General Conditions and without any additional consent from the Client, to debit the amount of the incurred costs from the Account/Payment Card Account.

#### **ARTICLE 43. JURISDICTION. CURRENT LEGISLATION**

- 43.1. With respect to any account, these General Conditions shall be governed by and construed in accordance with Current Legislation.
- 43.2. The courts of the Republic of Kazakhstan shall have exclusive jurisdiction over any account in resolving any disputes arising out of or in connection with these General Conditions. Both the Client and the Bank irrevocably consent to the jurisdiction of such

courts.

#### **ARTICLE 44. FINAL PROVISIONS**

- 44.1. These General Conditions and the Application for Opening a Bank Account supersede all previous written or oral agreements and understandings between the Parties. The Bank reserves the right to amend the terms of the current General Conditions and the Bank's Tariffs by notifying the Client in the manner prescribed by these General Conditions, except for those conditions that are amended by agreement with the Client.
- 44.2. If any one or more provisions contained in these General Conditions/Application/Account Opening Application are found to be invalid, illegal, or unenforceable in any respect under any applicable law, this will not affect the validity, legality, or enforceability of the remaining provisions contained in said documents. In such cases, the Bank reserves the right to unilaterally amend the provisions of these General Conditions in accordance with the requirements of Current Legislation.
- 44.3. The Bank reserves the right to amend these General Conditions by notifying the Client of such amendments five (5) calendar days prior to their effective date, with the exception of those conditions whose unilateral amendment is prohibited by applicable law. The Bank reserves the right to independently determine the methods of notifying the Client as provided in these General Conditions. The Client assumes responsibility and assumes all possible risks associated with failure to receive information about amendments to these General Conditions. After amendments are made, these General Conditions shall remain in effect as amended.
- 44.4. The Bank has the right to independently expand the range of new services provided by the Bank.
- 44.5. Notification of such services is communicated to the Client by publishing information on the Bank's website, at the Bank's branches/offices, by sending a Notification to the Client (no confirmation of receipt of such Notification is required by the Client), or by adding additional information to the Account Statement/Payment Card Account. Information provided in this manner automatically becomes an integral part of these General Conditions from the date and in the manner specified in the relevant notification.
- 44.6. All documents related to these General Conditions are drawn up in the official language of the Republic of Kazakhstan and/or Russian. In the event of discrepancies, the Russian version prevails. Client applications/instructions may be completed and signed by the Client in any of the specified languages acceptable to the Client.
- 44.7. The Parties have hereby defined the fundamental principles of their relationship, and any disagreements and disputes between the Parties shall be resolved based on these principles through fair negotiations. If such disputes are not resolved through fair negotiations, the Parties will resort to the court at the location of the Bank or its branch, at the Bank's discretion. Relationships not expressly regulated by these General Conditions and the signed Application shall be governed in accordance with the procedures established by Current Legislation.
- 44.8. Any amendments and additions to the Application are valid if signed by the Parties, with the exception of amendments and additions made unilaterally by the Bank in accordance with these General Conditions and the signed Application. When signing the Application, amendments, and additions thereto, the Bank reserves the right to use a facsimile of the Authorized Person's handwritten signature and the Bank's seal. The use of a facsimile copy of a signature or an electronic digital signature is permitted when concluding a transaction, unless this conflicts with Current Legislation or the request of one of the parties. The Client confirms that the use of a facsimile is considered authentic.
- 44.9. The Parties acknowledge that these General Conditions and the signed Application do not contain any onerous conditions, are not enslaving, and properly reflect the relations of the Parties based on their reasonably understood interests.

44.10. Anything that is not provided for or regulated by these General Conditions shall be governed and regulated by the Current Legislation.

**APPENDIX 1**  
to the General Conditions for conducting transactions,  
opening, maintaining and closing bank accounts  
and payment cards of «Freedom Bank Kazakhstan» JSC

**Table of restrictions and spending limits for card products**

Segment	Product	ATMs/POS terminals (Cash)	POS terminals (Retail)		Payment on the Internet		Ability to change spending restrictions/limits
			Tokenized transaction	Transaction using a Card	Tokenized transaction	Transaction using a Card	
Mass segment	<b>Invest card</b> (Mastercard Gold/World);  <b>Broker card*</b> (Mastercard Gold/World)	100 000 USD (equivalent in another currency) per month	Unlimited in accordance with the Internal Documents of the Bank/acquiring bank	5 000 000 KZT	Without restrictions in accordance with the Internal Documents of the Acquiring Bank	Unlimited using 3Ds code; 100 000 KZT per month without using a 3Ds code; 35 transactions per day without using 3 Ds code (within one TSE) **	It can be changed upon the Client's verbal request in Online Bank for 30 (thirty) days / independently in the Mobile Application for the specified period / on the basis of a corresponding application for the establishment of restrictions/limits or an application for the issue of a Card (if there is a corresponding clause in it) submitted by the Client to the branch/office of the Bank except for the restrictions/limits on spending approved by the Bank's Internal Documents for the product* cannot be changed**
	<b>Multicurrency card</b> (Mastercard Gold/World, Visa Rewards);  <b>DepositCARD</b> (Mastercard Gold/World, Visa Rewards);  <b>* Social card</b> (Mastercard Gold/World, Visa Rewards);  <b>*Self-employed card</b> (Mastercard Gold/ World, Visa Rewards);  <b>Freepay card</b> (Mastercard Gold/World, Visa Rewards)	500 000 KZT (equivalent in another currency) per month					

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	<b>Freedom Banker Card</b> Mastercard/Visa	100 000 USD (equivalent in another currency) per month				
	<b>*UPI Card</b>	500 000 KZT (equivalent in another currency) per month				
	<b>* OGO Card</b> Mastercard/Visa	500 000 KZT (equivalent in another currency) per month				
<b>Premium segment</b>	<b>Invest card</b> (MasterCard World Elite; Visa Infinite)	225 000 USD (equivalent in another currency) per month	15 000 000 KZT (equivalent in another currency) per month		Unlimited using 3Ds code; 1 000 000 KZT per day without using a 3Ds code; 35 transactions per day without using 3 Ds code (within one TSE) **	
	<b>Broker card*</b> (MasterCard World Elite; Visa Infinite)					
	<b>Multicurrency card</b> (Mastercard World Elite; Visa Infinite)	100 000 000 KZT (equivalent in another currency) per month				
	<b>DepositCARD</b> (Mastercard World Elite; Visa Infinite)					
	<b>Freedom Banker Card</b> Mastercard/Visa;	225 000 USD (equivalent in another currency) per month				
	<b>* OGO Card</b> Mastercard/Visa	100 000 000 KZT (equivalent in another currency) per month				
	<b>*UPI Card</b>	100 000 000 KZT (equivalent in another currency) per month				
<b>Segment</b>	<b>Product</b>	<b>ATMs/POS terminals (Cash)</b>	<b>POS terminals (Retail)</b>	<b>Payment on the Internet</b>		<b>Ability to change spending restrictions/limits</b>
<b>Mass segment</b>	<b>Children's card</b> (Mastercard Gold/World; Visa Rewards)	100 000 KZT (equivalent in another currency) per month	500 000 KZT (equivalent in another currency) per month	Unlimited using 3Ds code; 100 000 KZT per month without using a 3Ds code; 35 transactions per day without using 3 Ds code (within one TSE) **		It can be changed upon the Client's verbal request in Online Bank for 30 (thirty) days / independently in the Mobile Application for the specified period / on the basis of a corresponding application for the establishment of restrictions/limits or an application for the issue of a Card (if there is a corresponding clause in it) submitted by the Client to the branch/office of the Bank

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					**cannot be changed
<b>Mass segment</b>	<b>IE Freedom Box</b> (Mastercard Gold/ World; Visa Rewards)	2 000 000 KZT (equivalent in another currency) per day	1 000 000 KZT (equivalent in another currency) per day	Unlimited using 3Ds code; 100 000 KZT per month without using a 3Ds code; 35 transactions per day without using 3 Ds code (within one TSE) **	It can be changed upon the Client's oral request to the Online Bank for 30 (thirty) days/based on the relevant application for the establishment of restrictions/limits or an application for the issue of a Card (if there is a corresponding clause in it) submitted by the Client to the branch/office of the Bank, but not more than the restriction/limit on cash withdrawals for all bank accounts of this individual entrepreneur (IE) in the amount of 20,000,000 KZT (equivalent in another currency) per month **cannot be changed
<b>Individual Entrepreneur/Legal Entity (Small Business (SB); Medium Business (MB); Large Business (LB))</b>	<b>Corporate payment card</b> (Mastercard Gold /World/ Business/ Business Preferred; Visa Business)	2 000 000 KZT (equivalent in another currency) per day		Unlimited using 3Ds code; 100 000 KZT per month without using a 3Ds code; 35 transactions per day without using 3 Ds code (within one TSE) **	It can be changed upon the oral request of the Client in Online Bank for 30 (thirty) days/on the basis of the corresponding application for the establishment of restrictions/limits or the corresponding application for the issue of the Card (if there is a corresponding clause in it), submitted by the Client to the branch/office of the Bank, but not more than the restriction/limit on cash withdrawals for all bank accounts of a given individual entrepreneur/legal entity in the amount of 20,000,000 tenge (equivalent in another currency) per month for Small Banks; Legal entities in the amount of 120,000,000 tenge (equivalent in another currency) per month for Medium-Sized Banks; Legal entities in the amount of 150,000,000 tenge (equivalent in another currency) per month for Large Banks. **cannot be changed
<b>General restrictions/limits on money transfers from Card to Card (including by phone number) established by the Bank (not subject to change/removal):</b>					
Segment	Product	Limit on the number of transfer transactions per card <b>per day</b>		Limit on the number of transfer transactions per card <b>per month</b>	
		Incoming P2P	Outgoing P2P	Incoming P2P	Outgoing P2P
<b>Mass segment</b>	<b>Invest card</b> (Mastercard Gold/ World);  <b>Broker card</b> (Mastercard Gold/ World);  <b>Multicurrency card</b> (Mastercard				

	Gold/World, Visa Rewards); <b>DepositCARD</b> (Mastercard Gold/World, Visa Rewards); * <b>Social card</b> (Mastercard Gold/World, Visa Rewards); * <b>Self-employed card</b> (Mastercard Gold/ World, Visa Rewards); <b>Freepay Card</b> (Mastercard Gold/World, Visa Rewards); <b>Children's card</b> (Mastercard Gold/World; Visa Rewards); <b>Freedom Banker Card</b> (Mastercard/Visa); * <b>OGO Card</b> (Mastercard/Visa) * <b>UPI Card</b>	<p style="text-align: center;"><b>20</b></p>	<p style="text-align: center;"><b>20</b></p>	<p style="text-align: center;"><b>100</b></p>	<p style="text-align: center;"><b>100</b></p>
<p><b>Premium segment</b></p>	<b>Invest card</b> (Mastercard World Elite; Visa Infinite); <b>Broker card</b> (Mastercard World Elite; Visa Infinite); <b>Multicurrency card</b> (Mastercard World Elite; Visa Infinite);	<p style="text-align: center;">-</p>	<p style="text-align: center;">-</p>	<p style="text-align: center;">-</p>	<p style="text-align: center;">-</p>

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	<b>DepositCARD</b> (Mastercard World Elite; Visa Infinite);  <b>Freedom Banker Card</b> (Mastercard/Visa)  * <b>OGO Card</b> (Mastercard/Visa)  * <b>UPI Card</b>			
<b>General restrictions/limits of the IPS for conducting transactions on money transfers from a Card to a Card (including by phone number) (not subject to change/removal):</b>				
	<b>IPS Master Card</b>	<b>IPS Visa</b>	<b>IPS Union Pay International *</b>	
Limit on the transfer amount per transaction (within the Republic of Kazakhstan)	5 000 USD (equivalent in other currency)	2 500 USD (equivalent in other currency)	3 000 USD (equivalent in other currency)	
Limit on the transfer amount per transaction (outside the Republic of Kazakhstan)	5 000 USD (equivalent in other currency)	2 500 USD (equivalent in other currency)	3 000 USD (equivalent in other currency)	
Limit on the transfer amount per transaction (to a UPI card issued in the China)	-	-	5 000 USD (equivalent in other currency)	
Limit on the number of transfer transactions per day	-	-	-	
Limit on the amount of transfer transactions per day (within the Republic of Kazakhstan)	20 000 USD (equivalent in other currency)	50 000 USD (equivalent in other currency)	10 000 USD (equivalent in other currency)	
Limit on the amount of transfer transactions per day (outside the Republic of Kazakhstan)	10 000 USD (equivalent in other currency)	10 000 USD (equivalent in other currency)	10 000 USD (equivalent in other currency)	
Limit on the number of transfer transactions per week	-	-	-	
Limit on the amount of transfer transactions per week (within the Republic of Kazakhstan)	50 000 USD (equivalent in other currency)	100 000 USD (equivalent in other currency)	-	
Limit on the amount of transfer transactions per week (outside the Republic of Kazakhstan)	25 000 USD (equivalent in other currency)	25 000 USD (equivalent in other currency)	-	
Limit on the number of transfer transactions per month	-	-	-	
Limit on the amount of transfer transactions per month (within the Republic of Kazakhstan)	100 000 USD (equivalent in other currency)	200 000 USD (equivalent in other currency)	-	
Limit on the amount of transfer transactions per month (outside the Republic of Kazakhstan)	50 000 USD (equivalent in other currency)	50 000 USD (equivalent in other currency)	-	
Limit on the amount of transfer transactions during a calendar year (within China)	-	-	50 000 USD (equivalent in other currency)	
Limit on the amount of transfer transactions during a calendar year (outside the Republic of Kazakhstan)	-	-	-	
<b>General restrictions/limits on cross-border transfers from a Card to a Card/Payment Card Account (not subject to change/removal):</b>				
the amount of transfer for one transaction		5 000 USD (equivalent in other currency)		
the amount of transfer transactions per day		10 000 USD (equivalent in other currency)		
the amount of transfer transactions per week		25 000 USD (equivalent in other currency)		
the amount of transfer transactions per month		50 000 USD (equivalent in other currency)		
<b>General restrictions/limits on spending on conversion transactions in the RBS system for card transactions:</b>				
1 500 000 US dollars, 1 500 000 euros, 80 000 000 Russian rubles per day				

**An additional limit, set to ensure an additional security measure, is established based on the results of internal checks on monthly expenditure transactions for card transactions made through POS terminals (Retail)/Internet payments (tokenized transaction/transaction using a Card) and for transfers by card number - 500,000 tenge (equivalent in another currency):**

1) applies to all bank card products, except for those listed below:

- Invest card Prestige
- Invest card
- Broker card
- Children's card
- Freepay card

2) applies to Retail transactions by the following MCC codes:

- 4814 - Telecommunication services;
- 6050 - Purchase of checks, foreign currency, funding of electronic wallets and other quasi-cash transactions in financial institutions;
- 6051 - Non-financial institutions – foreign currency, money orders (non-transferable), travellers' checks, quasi-cash;
- 6012 - Financial Institutions – Trade and Services;
- 7995 - Gambling transactions

**Possibility of removing the additional limit:**

Can be removed when conducting a Retail transaction for the amount of 50 000 tenge (equivalent in another currency), with the exception of the above MCC codes. Cannot be lifted manually.

The spending limit for one card transaction is no more than 1,000,000 tenge (equivalent in another currency) and applies to the following bank card products:

- 1) Children's card (Power Card), the holder of which is a minor between the ages of 5 (five) and 18 (eighteen) years, in accordance with the terms of the card product;
- 2) Student card held by a minor between the ages of 14 (fourteen) and 18 (eighteen) years, in accordance with the terms of the card product).

**List of countries excluded from participation in card-to-card money transfers at the request of the IPS:**

<b>IPS Visa</b>	<i>Cuba, Iran, India (credit cards), Sudan, Syria, USA, North Korea, Russian Federation</i>
<b>IPS Mastercard</b>	<i>Cuba, Iran, Sudan, Syria, North Korea, Crimea, Russian Federation</i>
<b>IPS Union Pay International *</b>	<i>In accordance with the requirements of international organizations and the National Bank of the Republic of Kazakhstan</i>

**Recommendations for service in high-risk countries:**

The limit on the amount of a transaction carried out in an offshore zone for all bank card products is up to 5,000,000 tenge (the list of offshore zones is established by the Resolution of the Board of the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market dated February 24, 2020, No. 8):

- purchases with high-risk MCC - casinos, crypto exchanges, PSP/MSB, MFO, pawnshops, brokers, etc.;
- P2P, ATMs from/to offshore zones, high-risk countries.

Being in high-risk countries, the Bank recommends making purchases using a Card only in large stores of well-known brands, and receiving cash at branches of world-famous banks, airports or hotels.

The use of the Card for illegal purposes, including the purchase of goods and services prohibited by the legislation of the Republic of Kazakhstan, as well as for transactions that cannot be conducted using the Card, in accordance with the legislation of the Republic of Kazakhstan, is prohibited. If there is a suspicion that the client is using the Bank for the purpose of legalizing (laundering) proceeds of crime, or financing terrorism and the proliferation of weapons of mass destruction, the Bank reserves the right to refuse to process transactions using the Card, to issue/reissue the Card, or to unilaterally close the Card.

**Notes:**

The Client has the right to set/change/cancel spending limits/restrictions for both the primary Card and the supplementary Card.

The Client has the right to contact Online Bank by phone and temporarily set/change/cancel spending limits/restrictions for the Card.

The Online Bank Operator can set, change, or cancel spending limits/restrictions on the Card upon the Client's call for a period of 30 (thirty) calendar days. If a spending limit/restriction needs to be set/changed/canceled for a period longer than 30 (thirty) calendar days, the Client must submit an application to a Bank branch/office.

The Client has the right to independently change/cancel spending limits/restrictions on the Card in the Mobile Application for a specified period.

When in high-risk countries, the Bank recommends making purchases using the Card only in large stores of well-known brands, and withdrawing cash at branches of world-renowned banks, airports, or hotels.

Daily limits are set every 24 (twenty-four) hours from the moment of the first operation. In the case of a card transaction in a currency other than the currency of the payment card account, the daily limits are applied equivalently to the currency of the Card account.

A parent has the right to set/change/cancel spending limits/restrictions on the Child Card.

A parent can set/change/cancel spending limits/restrictions on the Child Card through:

- Mobile application;
- Online Bank 595;

- Bank branch/office.  
- With a Child's Card (Power Card)/Student card, it is not possible to rent a car, purchase goods from a wine store (alcoholic beverages), tobacco and religious shops, and other prohibited goods/services under Current legislation (under the age of 18).  
The Client is prohibited from using the Card for illegal purposes, including the purchase of goods and services prohibited by the current legislation of the Republic of Kazakhstan, as well as for transactions that cannot be conducted using the Card in accordance with the legislation of the Republic of Kazakhstan. If there is a suspicion that the client is using the Bank for the purpose of legalizing (laundering) proceeds of crime, financing terrorism, or financing the proliferation of weapons of mass destruction, the Bank reserves the right to refuse to process transactions using the Card, issue/reissue the Card, or unilaterally close the Card.

*\*From the date of technical implementation*