

## RULES on general terms and conditions of operations “Alatau City Bank” JSC

Owner:	Legal Department	
Co-owner:	Product Development Department Custodial Business Department Card Transactions Processing and Support Department Private Banking Department Operations Department Treasury	
Developer:	Legal Department	
Regulation entity:	All subdivisions of the Bank	
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invalidated:	operations	Directors of Tsesnabank JSC (Minutes No. 03/08/10-01 dated 03.08.2010)
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## Chapter 1. General

1. These Rules on General Terms and Conditions of Operations of "Alatau City Bank" JSC" (hereinafter referred to as the Rules) are developed to establish general principles of operation of "Alatau City Bank" JSC (hereinafter referred to as the Bank), as well as compliance with the requirements to the procedure of banking and other operations.

2. The Rules have been developed in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activity in the Republic of Kazakhstan", the Rules for the Formation of a Risk Management and Internal Control System for Second-Tier Banks and Branches of Non-Resident Banks of the Republic of Kazakhstan, approved by Resolution of the Management Board of the National Bank of the Republic of Kazakhstan No. 188 dated 12 November 2019, the Rules for the Provision of Banking Services, Disclosure of Information, and Consideration of Client Appeals by Banks and Organizations Carrying Out Certain Types of Banking Operations, approved by Resolution of the Management Board of the National Bank of the Republic of Kazakhstan No. 136 dated 28 July 2017, as well as other regulatory legal acts of the Republic of Kazakhstan and the internal documents of the Bank regulating the procedure for conducting banking and other operations and for carrying out activities in the securities market.

3. The Rules determine general conditions, requirements, restrictions and procedures for conducting banking and other operations by the Bank, carrying out activities in the securities market, except for deposit and borrowing operations carried out in the interbank lending market. Peculiarities of specific operations (transactions) shall be determined by other internal documents of the Bank.

4. General terms and conditions of banking and other operations (transactions) set forth in the Rules are public information and may not be subject to commercial or banking secrecy. The Regulations shall be submitted at the first request of the Client and posted on the Internet resource.

5. The Bank carries out its activities on the basis of a license to conduct banking and other operations provided for by the banking legislation of the Republic of Kazakhstan and a license to carry out activities in the securities market, issued by the authorized state authority.

6. The Bank has on the territory of the Republic of Kazakhstan a network of branches and their additional premises opened in accordance with the requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank.

The provisions of this clause of the Rules shall not apply to the terms and conditions of a particular operation (transaction), which is a banking secret in accordance with the legislation of the Republic of Kazakhstan or is categorized by the Bank as a commercial secret in accordance with the legislation of the Republic of Kazakhstan.

7. The Rules contain the following information and procedures:

- 1) Limits on the amounts and terms of accepted deposits and granted loans;
- 2) limits on interest rates on deposits and loans;
- 3) terms of payment of interest on deposits and loans;
- 4) requirements to the collateral accepted by the Bank;
- 5) limit values of rates and tariffs for banking operations;
- 6) deadlines for making decisions on provision of banking services;
- 7) procedure for consideration of the applications of the Clients arising in the process of provision of banking services;
- 8) rights and obligations of the Bank and its Client, their responsibility;
- 9) regulations on the procedure for working with Clients;
- 10) corridor of terms and conditions for banking products provided;
- 11) other terms, requirements and restrictions, which the Board of Directors of the Bank deemed necessary to include in the Rules.

Detailed terms and conditions of the Bank's operations on various types of banking products and other services are established by the internal documents of the Bank.

8. When concluding transactions with the Client - resident/non-resident of the Republic of Kazakhstan, the Bank shall be guided by the currency legislation of the Republic of Kazakhstan, the legislation of the Republic of Kazakhstan on combating legalization (laundering) of proceeds

of crime, financing of terrorism and the financing of terrorism and the financing of the proliferation of weapons of mass destruction, generally accepted international rules and customs of business turnover, as well as provisions of international treaties ratified by the Republic of Kazakhstan with the state to whose jurisdiction the activity of the Client belongs.

9. The Bank shall be an agent of currency control. All transactions conducted in the Bank with foreign currency and/or involving non-residents of the Republic of Kazakhstan shall be carried out in accordance with the requirements of the currency legislation of the Republic of Kazakhstan.

10. In accordance with the requirements of the legislation of the Republic of Kazakhstan, the Bank does not provide preferential terms to persons related to the Bank by special relations/related parties.

11. For the purposes of ensuring compliance with the requirements of the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, as well as the Bank's internal control rules aimed at counteracting the legalization (laundering) of proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, the Bank conducts due diligence of Clients (their representatives) and beneficial owners in the following cases:

- 1) establishing business relations with the Client;
- 2) when carrying out transactions with money and (or) other property, including suspicious transactions;
- 3) if there are grounds to doubt the reliability of previously obtained information about the Client (its representatives), beneficial owner.

12. The Bank, in carrying out its activities, shall comply with the requirements of the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, as well as the Bank's internal documents governing procedures for counteracting the legalization (laundering) of proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, for which purpose the Bank shall be entitled to:

- 1) require from the Client any documents and/or information which, in the Bank's opinion, are necessary for the provision of banking services to the Client, including the transfer of such documents and information to third parties (including correspondent banks), if this is required for the provision of a banking service to the Client;
- 2) introduce certain requirements, prohibitions and restrictions on transactions carried out by Clients, arising from the Bank's internal processes, the requirements of the legislation of the Republic of Kazakhstan and other countries, and the recommendations of international organizations.

In the event that the Client fails to provide the documents required by the Bank within the framework of due diligence procedures, including questionnaires/applications/consents in the Bank's prescribed form, as well as in cases of incomplete and/or improper completion thereof, the Bank shall be entitled to refuse to provide banking services to the Client.

12-1. When providing banking services to the Client, the Bank shall comply with the requirements of the Law of the Republic of Kazakhstan On Payments and Payment Systems (hereinafter – the Law on Payments) with respect to the identification and processing of payment transactions bearing signs of fraud, as well as other payment transactions that are deemed illegal and/or prohibited in accordance with the laws of the Republic of Kazakhstan, and with the Bank's internal documents governing the processes for detecting and preventing internal and/or external fraud and the measures aimed at minimizing and/or eliminating the consequences of internal and/or external fraud. For these purposes, the Bank shall be entitled to:

- 1) refuse or suspend the execution of an instruction and/or debit transactions on a bank account, block amounts of money in a bank account upon detection of a payment transaction bearing signs of fraud, as well as block the Client's bank account in the manner prescribed by the Law on Payments;

2) effect the refund of funds blocked upon detection of a payment transaction bearing signs of fraud, in accordance with the Law on Payments;

3) provide the Client with a limited range of services in cases stipulated by the legislation of the Republic of Kazakhstan;

4) where there are grounds or confirmation of the Client's participation in the execution of a payment transaction bearing signs of fraud, send a notification through the anti-fraud center to the criminal prosecution authority for the subsequent conduct of measures established by the laws of the Republic of Kazakhstan, with the simultaneous inclusion of the Client in the database of attempts to execute payment transactions bearing signs of fraud;

5) perform other actions provided for by the legislation of the Republic of Kazakhstan for the purpose of preventing payment transactions bearing signs of fraud and other payment transactions that are deemed illegal and/or prohibited in accordance with the legislation of the Republic of Kazakhstan.

13. The Bank shall not carry out transactions and shall not establish and/or shall terminate business relationships with Clients/counterparties in the event it is impossible to take the measures stipulated by the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds of crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, as well as by the Bank's internal documents governing the conduct of customer due diligence in respect of the Client/counterparty (its representative) and the beneficial owner, and the Bank's internal documents governing country and sanctions restrictions.

14. The Bank shall establish and/or continue relationships with politically exposed persons on the basis of a decision of a senior officer of the Bank.

15. The Bank shall publish at its branches (their premises) and on its Internet resource up-to-date information on rates and tariffs for banking services, including tariffs for payments and/or money transfers, indicating the dates of approval and amendments to the applicable rates and tariffs, the numbers of the internal documents and the body that approved (adopted) them.

The Bank shall also publish on its Internet resource an automated calculation tool (calculator) for calculating monthly payments under a bank loan using differentiated and annuity payment methods, as well as additional loan repayment methods in accordance with the Bank's internal documents, the annual effective interest rate taking into account all payments related to the service, and the display of its final value.

16. The Bank shall distribute advertising on banking services in accordance with the requirements of the legislation of the Republic of Kazakhstan, including the following:

1) advertising is reliable, recognizable without special knowledge or application of special means immediately at the moment of its presentation;

2) advertising in the territory of the Republic of Kazakhstan (except for periodical printed publications, Internet resources, information agencies) shall be distributed in the Kazakh language, and at the discretion of the Bank also in Russian and (or) other languages;

3) advertisements, except for radio advertisements, shall contain the number of the Bank's license and the name of the body issuing the license;

4) interest rates in true, annual, effective, comparable calculation (real value) shall be indicated in advertisements of loans and deposits (except for interbank loans and deposits), in case of indication of interest rates for loans and deposits.

17. The procedure and terms of consideration of the application for provision of banking services for each type of service, as well as the procedure for provision of banking services are regulated by the requirements of the legislation of the Republic of Kazakhstan, Annex 3 and internal documents of the Bank.

18. In order to ensure prompt response by the Bank to possible changes in the market conditions of the financial market or economic factors affecting the pricing of banking services, the Board of Directors is entitled to empower the authorized body(ies) of the Bank to make decisions not referred by the legislation of the Republic of Kazakhstan to its exclusive competence.

## **Chapter 2. Glossary**

19. The Rules use the following basic concepts, definitions and abbreviations:

1) refined precious metals (RPM) mean precious metals processed and purified from impurities and related components, brought to the quality that meets international quality standards adopted by the London Bullion Market Association (LBMA) or the London Platinum and Palladium Market (LPPM) and/or quality standards and requirements established in the member states of the Eurasian Economic Union and/or quality standards and specifications of the country of origin, as well as precious metal coins having a mass fraction of precious metal of at least 99.99 percent for gold and silver;

2) banking ombudsman – an independent individual in the performance of his/her activities who carries out the settlement of disputes arising out of a loan agreement between the Bank and a borrower who is an individual, upon the borrower's application, for the purpose of reaching an agreement on satisfying the rights and legally protected interests of the borrower and the Bank, as well as the settlement of disputes arising between a borrower who is an individual and a person to whom the right (claim) under a bank loan agreement concluded with such borrower has been assigned, on the basis of the borrower's application.

2-1) business client - a legal entity (irrespective of its organizational and legal form and form of ownership, including separate subdivisions of a legal entity (branch, representative office)), a foreign structure without formation of a legal entity, a foreign diplomatic and consular mission, an individual entrepreneur, a peasant (farm) household or a person engaged in private practice in accordance with the procedure established by the legislation of the Republic of Kazakhstan (lawyer, private notary, private bailiff, professional mediator), financial manager;

3) deposit means money transferred by the Client to the Bank on conditions of its return in nominal terms, regardless of whether it is to be returned on first demand or after any period of time, in full or in parts with or without a predetermined surcharge directly to the Client, or transferred to third parties on his/her behalf;

4) additional premises (hereinafter referred to as "AP") mean premises of the Bank's branch located at an address different from the address of the Bank's branch within one region (city of republican significance, capital city), which performs a certain range of banking and other operations for servicing Clients;

5) individual terms and conditions mean the terms and conditions of a transaction concluded between the Bank and the Client, different from the standard (typical) terms and conditions of the transaction and approved by the authorized bodies/persons of the Bank within their competence, or by the Board of Directors for persons related to the Bank by special relations/related parties and (or) a transaction in which the Bank has an interest;

6) Internet resource means the Internet resource of the Bank (website) at [www.alataucitybank.kz](http://www.alataucitybank.kz) or any other address referenced as the official Internet resource of the Bank at [www.alataucitybank.kz](http://www.alataucitybank.kz);

7) client means a legal entity or an individual, including entrepreneurial activity without formation of a legal entity (individual entrepreneur) and a person engaged in private practice, being a resident or a non-resident of the Republic of Kazakhstan, including a foreign structure without formation of a legal entity, being a consumer of banking and/or other services or intending to use banking and/or other services;

8) corridor of terms and conditions means the terms and conditions of the Bank's products and their limits within which the authorized body of the Bank approves the product line. The corridor of terms and conditions is stipulated by Annex 4 to the Rules and other internal documents of the Bank approved by the Board of Directors of the Bank and (or) separate resolutions of the Board of Directors of the Bank;

9) credit (loan) means a bank borrowing, leasing, factoring, forfeiting operation, issue of guarantees, sureties, letters of credit, accounting of promissory notes and other operations related to borrowing operations in accordance with the laws of the Republic of Kazakhstan;

10) personal account means a personal account opened by the Bank to the Client and intended for recording his/her rights on securities and other financial instruments;

11) private practitioner means a private notary, a private bailiff, a lawyer and a professional mediator;

12) PRBSR - a person(-s) related to the Bank by special relations defined as such by the legislation of the Republic of Kazakhstan and internal documents of the Bank;

13) metal account means a way of reflection of contractual relations between the Bank and the Client on transactions with refined precious metals. Metal account is not a bank account;

14) due diligence means measures for verification of the Client, its representative and beneficial owner in accordance with the legislation of the Republic of Kazakhstan on counteraction to legalization (laundering) of proceeds of crime, terrorism financing and the financing of the proliferation of weapons of mass destruction;

14-1) informatization objects – electronic information resources, software, Internet resources and information and communication infrastructure;

15) related party means a person defined according to the criteria established by the internal documents of the Bank in order to implement the requirements of IAS 24;

16) account – a bank account opened on the basis of a bank account (deposit) agreement or a correspondent account agreement for the performance of transactions of the Bank and its Clients, as well as for the provision of other services stipulated by the agreements, the legislation of the Republic of Kazakhstan and the business customs applied in banking practice;

17) tariff (commission) means a commission due to the Bank for rendering banking and other services to the Client;

18) standard transaction terms mean a set of standard transaction terms (interest rates, amounts, terms, currencies and other transaction terms, including tariffs for provision of banking services) determined in accordance with the requirements of the Bank's internal documents, product passports, standard forms of agreements, on which the Bank is ready to conclude a transaction with any Client who meets the criteria for application of the terms (if any) and/or fulfills the established requirements (if any). Requirements for determination of standard terms and conditions of transactions shall be established by the internal documents of the Bank; authorized person of the Bank - an employee(s) of the Bank who, in accordance with the granted powers, is entitled to consider and make decisions on approval and application of individual terms and conditions of banking and other services, and/or perform other actions provided for by the internal documents of the Bank;

19) authorized state body means a state body on regulation, development, control and supervision of the financial market and financial organizations;

20) authorized body of the Bank means a body of the Bank, except for the Board of Directors, authorized to make decisions on the issues of the Bank's activities in accordance with the internal documents of the Bank;

21) branch of the Bank (hereinafter referred to as "branch") means a separate subdivision of the Bank, which is not a legal entity, located outside the location of the Bank, carrying out banking activities on behalf of the Bank and acting within the powers granted to it by the Bank.

All references to parts, sections, chapters, paragraphs, clauses, Annexes in the main text of the Rules without indicating the name of the document refer to the Rules.

Other terms and concepts used in the Rules, not specified in clause 19 of the Rules, shall be used in the meaning set forth in the legislation of the Republic of Kazakhstan and other internal documents of the Bank.

### **Chapter 3. General terms and conditions of banking operations and other services**

20. All operations in the Bank shall be performed in accordance with the procedure established by the legislation of the Republic of Kazakhstan and internal documents of the Bank, on the basis of (if a contract is required) agreements concluded between the Bank and the Client.

21. The Bank may provide services in accordance with the standard form of an agreement of accession, the terms and conditions of which may be accepted by the Client by signing or confirming (expressing consent to the terms and conditions in the required form/method) an application for accession. Standard forms of accession agreements shall be placed on the Internet resource. An agreement on provision of banking and other services with the Client shall be concluded after the Bank has taken measures on due diligence provided for by the legislation of

the Republic of Kazakhstan in the field of anti-money laundering and anti-terrorism financing and internal documents of the Bank regulating proper identification of Clients.

22. Remuneration rates and tariffs (commissions) for provision of banking and other services shall be set by the authorized body of the Bank/Board of Directors of the Bank in respect of all Clients, including PRBSR/related parties and/or persons entering into transactions in which the Bank has an interest, on the basis of the Bank's internal document regulating the Tariff Policy and (or) internal documents adopted in pursuance of the Tariff Policy, within the limits approved by these Rules (Annex 1), taking into account the limitations set by the Bank.

Limit values of remuneration rates, commissions and tariffs for banking and other operations may be revised by the Board of Directors of the Bank at any time as a result of changes in the requirements of the legislation of the Republic of Kazakhstan, financial market conditions or economic factors affecting the pricing of banking and other services.

22-1. The Bank increases tariffs for payments and transfers of individuals after notifying the Client at least 3 (three) months prior to the intended date of the tariff increase;

23. The Bank renders the following types of services to the Clients-individuals:

1) opening and maintenance of accounts both in tenge and in foreign currency. When opening an account, the Bank undertakes to accept funds credited in favor of the Client, to execute the Client's instructions on the transfer (payment) of the relevant amounts of money to the Client or to third parties, and to provide other services stipulated by the bank account agreement;

2) borrowing operations;

3) provision of individual safe deposit boxes for storage of valuables belonging to the Clients in a special room;

4) making payments for payment:

a) utility and telecommunication services;

b) state duties, taxes and fees;

c) pension and social contributions;

d) various types of services rendered;

5) execution of transfer operations. The Bank shall execute orders of the Clients to transfer money:

a) by the system of intrabank transfers;

b) by payment systems of external transfer operators.

Individuals have the right to make payments and transfers without opening a bank account on currency transactions in accordance with the requirements of the currency legislation of the Republic of Kazakhstan.

Amounts of payments and transfers of individuals without opening an account on non-currency operations shall not be limited. The purposes of payments and transfers shall not contradict the legislation of the Republic of Kazakhstan.

6) foreign currency exchange operations. The Bank shall perform operations on sale/purchase of cash foreign currency through the exchange offices of the Bank and non-cash foreign currency by conversion at exchange/conversion rates established by the Bank independently or in accordance with the procedure determined by the legislation of the Republic of Kazakhstan.

The Clients of the Bank may request to decrease the exchange rate when selling currency to them or increase the exchange rate when buying currency from the Client. The Bank may decide to set an individual (preferential) exchange rate for the Client, who is not a PRBSR/related party, depending on the volume of purchased/sold currency, exchange rate, and the need of the Bank for currency;

7) carrying out cash and settlement operations. The Bank shall accept, issue, recalculate, change, exchange, sort and package banknotes and coins, and other operations according to the license issued by the authorized state body;

8) issue and service debit and credit payment cards of international payment systems.

The number and types of payment cards purchased by the Clients shall not be limited, unless otherwise provided by the internal documents of the Bank.

Payment cards issued by the Bank shall be issued on the terms and conditions specified in the agreements on issue and maintenance of payment cards for individuals and legal entities.

The Bank shall also carry out other operations and activities not prohibited by the laws of the Republic of Kazakhstan.

24. The Bank shall provide the following types of services to Clients - legal entities, branches and/or representative offices of a legal entity, an individual registered as an individual entrepreneur, as well as to persons engaged in private practice, as well as to foreign entities without formation of a legal entity:

1) opening and maintenance of accounts both in tenge and foreign currency. When opening a current account, the Bank shall be obliged to accept money received in favor of the Client, execute the orders of the Client on transfer (disbursement) to the Client or third parties of relevant amounts of money and provide other services provided for by the bank account agreement.

In accordance with the requirements of the legislation of the Republic of Kazakhstan, the Bank notifies the state revenue authority of the opening of accounts for a taxpayer that is a legal entity, including a non-resident, its structural subdivisions, an individual registered as an individual entrepreneur or as a person engaged in private practice, a foreign national and a stateless person, or of a change in the individual identification code of an account in cases provided for by the Law on Banks, except for accounts intended for the safekeeping of pension assets of the Unified Accumulative Pension Fund and voluntary accumulative pension funds, assets of the Social Health Insurance Fund, assets of the State Social Insurance Fund, assets serving as collateral for the issuance of bonds of a special financial company, and assets of an investment fund, savings accounts of non-resident legal entities, foreign nationals and stateless persons, correspondent accounts of foreign correspondent banks, bank accounts intended for receiving benefits and social payments paid from the state budget and/or the State Social Insurance Fund, material assistance provided in accordance with sub-clause 1) of clause 4 of Article 112 of the Social Code of the Republic of Kazakhstan, current accounts intended for crediting funds under a notary's deposit, current accounts of a private bailiff intended for holding collected amounts in favor of claimants, escrow accounts, and accounts under educational savings deposit agreements concluded in accordance with the Law of the Republic of Kazakhstan "On the State Educational Savings System;

2) making payments and money transfers. The Bank shall make payments and money transfers upon the instruction of the Client:

a) with account opening;

b) without opening the account of the Client for payment of taxes and other obligatory payments to the budget, as well as pension contributions, social contributions, etc;

3) borrowing operations;

4) provision of individual safe deposit boxes for storing valuables in a special room;

5) settlement and cash operations. The Bank accepts, issues, recalculates, exchanges, sorts, packages and stores banknotes and coins;

6) foreign currency exchange operations. The Bank shall carry out operations on sale/purchase of non-cash foreign currency by conversion;

7) collection of the Client's valuables;

8) commercial card products:

a) issuance and servicing of debit and credit payment cards, including corporate payment cards;

b) payroll card programs;

9) factoring operations: acquisition of rights to demand payment from the buyer of goods (works, services) with assumption of non-payment risk;

10) forfeiting operations (forfeiting): payment of debt obligation of the buyer of goods (works, services) by purchasing a promissory note without turnover on the seller;

11) services on documentary operations:

a) letters of credit,

b) collections,

- c) bank guarantees;
- 12) leasing transaction services;
- 13) check operations. The Bank, in the presence of appropriate contractual relations with banks, performs operations on acceptance of checks for collection;
- 14) acquiring in trade and service networks;
- 15) Internet acquiring;
- 16) currency control, including acceptance, verification and accounting registration of currency contracts, verification of additions and amendments to currency contracts, de-registration of currency contracts.

The Bank also performs other operations and activities not prohibited by the laws of the Republic of Kazakhstan.

25. The Bank performs the following types of activities in the securities market:

1) brokerage and dealer activities with the right to maintain accounts of Clients as a nominee holder;

2) custodial activities.

26. The Bank performs the following operations related to refined precious metals:

1) opening and maintenance of metal accounts (an impersonal metal account, which is not a bank account, designed to record and perform transactions with the Client's refined precious metals without specifying individual characteristics (producer, serial number, metal sample, etc.) and without storing the refined precious metals in physical form) of individuals and legal entities, where the physical quantity of refined precious metals and precious metal coins belonging to this person is recorded;

2) trust management of refined precious metals;

3) purchase, pledge, accounting, storage and sale of refined precious metals (gold, silver, platinum, platinum group metals) in ingots, precious metal coins;

4) purchase, pledge, accounting, storage and sale of jewelry containing precious metals and precious stones.

The Bank shall independently set purchase/sale rates of refined precious metals, as well as sale rates (prices) of precious metal coins and jewelry containing precious metals and precious stones. In doing so, the Bank shall be guided by the level of market value of refined precious metals, financial market conditions and other significant pricing factors. The rates of purchase/sale of refined precious metals, as well as the rates (price) of sale of coins made of precious metals and jewelry containing precious metals and precious stones shall be approved by the authorized body/person of the Bank.

27. The Bank shall inform the Clients about foreign correspondent banks and their details by placing such information on its Internet resource.

#### **Chapter 4. General conditions for cash and safe deposit box operations**

28. Cash operations performed by the Bank:

1) cash operations (acceptance and issue of cash, including its recalculation, change, exchange, sorting, packing and storage) shall be carried out in accordance with the regulatory legal acts of the National Bank of the Republic of Kazakhstan, as well as internal documents of the Bank;

2) for organization of cash work, performance of functions on cash services to Clients, as well as cash handling, the Bank has an operating cash desk, which is divided into an inflow and outflow cash desk, an inflow and outflow currency desk, an evening cash desk and a recalculation desk. For the convenience of servicing Clients, the service is carried out according to the "one window" principle, where along with cash operations other operations are also performed;

3) cash operations are performed by the subdivisions of the Bank according to the established work schedule;

4) cash is accepted/issued on the basis of incoming/expenditure cash documents. The procedure for execution and forms of cash documents are determined by internal documents of the

Bank taking into account the relevant requirements of the legislation of the Republic of Kazakhstan;

5) commission for the services of the Bank on cash operations is debited from the bank accounts of the Clients or paid by the Clients in cash, according to the tariffs established by the Bank.

29. Safe deposit box operations conducted by the Bank:

1) safe deposit box operations include services on leasing individual safes (cells) to the Clients for placing valuables in them, as well as using individual safes (cells) to provide intermediary services in payments for purchase and sale transactions, on the terms and conditions stipulated by relevant agreements and internal documents of the Bank;

2) safe deposit box operations shall be rendered by the Bank on the basis of the concluded agreement with the Client;

3) the Bank does not prepare an inventory of valuables placed in the safe deposit box (cell) by the Client;

4) safes (cells) are placed in specially equipped vaults, which have been certified and meet the relevant requirements of European standards;

5) the objects of placement may be only valuables acceptable for placement in a safe deposit box (cell). They are prohibited to be placed in individual safes (cells) of the Bank:

a) firearms, gas and edged weapons;

b) explosives, flammable substances;

c) narcotic, psychotropic and chemical substances;

d) radioactive, toxic and other poisonous substances capable of having a harmful effect on the human body and the environment;

e) foodstuffs and other items subject to spoilage or causing the spread of parasites;

f) items which by their properties may cause any damage to the individual safe deposit box (safe deposit box), including its inoperability, and (or) causing damage to the Bank/other Clients, and (or) which by their properties are not subject to storage in the individual safe deposit box (safe deposit box);

g) other property prohibited for free circulation in the territory of the Republic of Kazakhstan;

6) The Client shall confidentially dispose of the contents of the safe deposit box (cell): deposit/withdraw valuables, i.e. carry out transactions with valuables without the Bank's participation;

7) The Bank shall ensure security of the safe deposit box without having information about the name, quantity, quality (and other) of the valuables of the Client deposited in the safe deposit box (cell);

8) commission fee for the services rendered by the Bank in the course of safe deposit box operations depends on the size and term of lease of an individual safe deposit box (cell) and is charged in accordance with the tariffs of the Bank.

### **Chapter 5. Procedure for provision of banking services**

30. When providing a banking service, the Bank:

1) prior to conclusion of the agreement on provision of banking services shall provide the Client:

a) information on rates and tariffs, terms of making a decision on application for provision of banking services (if necessary to submit an application);

b) information on terms and conditions of banking service provision and list of documents required for conclusion of the agreement on banking service provision;

c) information on responsibility and possible risks of the Client in case of non-fulfillment of obligations under the agreement on provision of banking services;

d) consultations on issues arising from the questions of the Client;

e) at the request of the Client a draft agreement on provision of banking and other services;

f) information on provision of banking service with the condition of receiving additional financial service and on other agreements to be concluded by the Client in connection with receiving additional financial service, including information on availability of additional expenses;

2) within the terms set forth in these Rules (Annex 3) considers the application of the Client for provision of banking services (if necessary to submit an application). The said terms shall be counted from the business day following the day of receipt by the Bank of the application and submission by the Client of all necessary documents and/or complete information required for making a decision on provision of the service. In case of non-submission, incomplete submission of documents or information or submission of improper documents, the Bank may refuse to accept the application;

3) before concluding an agreement on provision of a banking service provides the Client with necessary time to familiarize with its terms and conditions;

4) information on the Client's option to consent to receiving a banking service (an unsecured consumer loan) either with the condition of obtaining an additional financial service or without an additional financial service;

5) ensures confidentiality of the information provided by the Client.

31. After conclusion of the agreement on provision of banking services, the Bank shall provide the Client with consultations on the arisen issues and shall review the applications of the Client in accordance with Chapter 11.

#### **Chapter 6. General terms and conditions of deposit transactions**

32. When accepting a deposit, the Bank and the Client shall conclude a bank deposit agreement, which reflects the terms and conditions of deposit acceptance and return. Bank deposit agreement may be a mixed agreement, i.e. it may contain elements of different agreements, as well as an adhesion agreement.

33. The Bank shall be obliged to accept money (deposit) from the depositor, pay remuneration thereon in the amount and in accordance with the procedure stipulated by the bank deposit agreement, and return the deposit on the terms and conditions and in accordance with the procedure stipulated by the bank deposit agreement.

34. Deposits of individuals on bank accounts shall be subject to mandatory guaranteeing of deposits of individuals in accordance with the legislation of the Republic of Kazakhstan.

35. When opening a deposit under a bank deposit agreement, money (deposit) may be deposited in the name of the depositor itself or in the name of a certain third party.

36. Deposits of legal entities, branches and/or representative offices of a legal entity, individual entrepreneurs, as well as persons engaged in private practice are accepted in the national currency and in foreign currency - in non-cash procedure.

Deposits of individuals are accepted both in cash and non-cash, regardless of the type of currency.

37. Payment of accrued interest on a deposit of a legal entity, branch and/or representative office of a legal entity, individual entrepreneur, private practitioner is made with withholding of income tax at the source of payment, if it is provided for by the legislation of the Republic of Kazakhstan. In this case, in case of the Client's request, the Bank shall provide him/her with a relevant certificate of income tax withheld at source for his/her further settlements with the tax authorities.

Remuneration on deposits of resident individuals is not subject to withholding tax. For deposits of non-resident individuals, tax is determined and withheld in accordance with the requirements of the tax legislation of the Republic of Kazakhstan.

38. Limits on interest rates, limits on amounts and terms of deposits accepted from Clients, including PRBSR/related parties and/or persons entering into transactions in which the Bank has an interest (hereinafter - Deposit Limits) are set out in Annex 2.

When setting interest rates on deposits within the limits, the Bank is guided by the level of interest rates in the deposit market, cost of interbank resources, refinancing rate of the National

Bank of the Republic of Kazakhstan, financial market conditions and other significant pricing factors.

39. The bank deposit agreement shall reflect the methods and terms of remuneration payment corresponding to each type of deposit separately.

Interest on deposit shall be accrued from the day of receipt of deposit amount, based on the term and amount of deposit, at the rate specified in the relevant bank deposit agreement.

The deposit may be claimed at any time during the period of validity of the bank deposit agreement by terminating the bank deposit agreement, except for cases stipulated by the legislation of the Republic of Kazakhstan. At that, the deposit interest may be recalculated at the interest rate stipulated by the bank deposit agreement or the legislation of the Republic of Kazakhstan.

40. In bank deposit agreements the Bank shall indicate the rate of interest in true, annual, effective, comparable calculation.

41. The terms and conditions of deposit acceptance shall be uniform for all branches and structural subdivisions of the Bank.

42. The Bank prior to conclusion of bank deposit agreement, in addition to information and documents stipulated in sub-clause 1) of clause 30, shall provide the Client verbally with the following information on bank deposits:

- 1) type of deposit (demand, term, savings, conditional);
- 2) deposit term (if any);
- 3) minimum deposit amount;
- 4) interest rates, including the interest rate in true, annual, effective, comparable calculation (real value) as of the date of the Client's application;
- 5) terms of deposit term extension without conclusion of additional agreement (if any);
- 6) possibility of deposit replenishment, capitalization;
- 7) terms of full or partial early withdrawal of deposit, terms of early termination of deposit;
- 8) the amount of guarantee compensation on guaranteed bank deposits established by legislative acts of the Republic of Kazakhstan.

43. In case of change of the interest rate towards its reduction upon extension of the term of the bank deposit in accordance with the terms and conditions of the bank deposit agreement without conclusion of an additional agreement, the Bank shall notify the Client on reduction of the interest rate in the manner provided for in the bank deposit agreement prior to expiration of the term of the bank deposit.

### **Chapter 7. General terms and conditions of borrowing operations (lending)**

44. The lending (borrowing) activities of the Bank are based on the principles of openness, compliance with the legislation of the Republic of Kazakhstan, compliance with international standards and collegiality of decision-making.

45. The borrowing operations are carried out in accordance with the Loan Policy of the Bank approved by the Board of Directors of the Bank.

46. Loans are granted to Clients on terms of maturity, repayment and payment.

47. The Bank carries out lending activities in the following areas:

- 1) retail lending;
- 2) lending to micro-businesses;
- 3) SME lending;
- 4) lending to corporate business;
- 5) lending to financial organizations.

48. The Bank grants the following types of loans to individual Clients:

- 1) housing mortgage loans for the purchase of ready-made or under construction housing or its construction and (or) repair;
- 2) loans for the purchase of motor vehicles;
- 3) consumer loans;

4) credits for refinancing of loan debts;

5) others.

49. The Bank shall not grant mortgage loans not related to business activities in foreign currency to individuals who have no income in this currency during six consecutive months preceding the date of application of the individual.

50. The Bank may grant loans to Clients by means of:

1) the Bank's remote service channels and/or those of a person providing services to the Bank under an agreement (contract) for customer acquisition, verification of compliance with the Bank's requirements, and transmission of customers' documents to the Bank (hereinafter – the service provider to the Bank);

2) personal application to the Bank or to the service provider to the Bank.

3) other communication channels provided for by the legislation of the Republic of Kazakhstan and agreements concluded with the Clients.

Electronic documents required for loan execution and disbursement through remote service channels shall be sent by the Bank to the Client through remote service channels and shall be signed by the Client using identification methods provided by the Bank.

The Bank grants loans to Clients, including with the use of payment cards.

51. The Bank grants loans to Clients - micro, small, medium and corporate business entities for the following purposes:

1) loans for acquisition of fixed assets;

2) loans for replenishment of working capital;

3) loans to finance investment projects;

4) loans for corporate payment cards;

5) loans for refinancing of debt on loans;

6) others.

52. The Bank also grants loans in accordance with agreements concluded within the framework of implementation of governmental and other financing/refinancing programs.

53. The Bank is prohibited from granting loans:

1) secured by shares issued by the Bank, or loans for the purchase of such shares;

2) to a citizen within five (5) years from the date of publication of the notice on completion of the out-of-court bankruptcy procedure or the court bankruptcy procedure in accordance with the Law of the Republic of Kazakhstan "On Restoration of Solvency and Bankruptcy of Citizens of the Republic of Kazakhstan";

3) to conscripts undergoing compulsory military service for the period of such service in the Armed Forces of the Republic of Kazakhstan, other troops and military formations, if information on the conscription of such serviceman is contained in the credit report obtained by the Bank prior to making a decision on granting a banking loan;

4) to persons registered in offshore zones, the list of which is established by the authorized state body;

5) to an individual if information on the individual's voluntary refusal to obtain a banking loan is contained in the individual's credit report obtained by the Bank prior to making a decision on granting a banking loan (except for cases where the amount of a consumer banking loan is transferred to the bank account of the seller (supplier) of goods, works and services for the purpose of purchasing goods, works and services, the receipt of which is confirmed by the borrower (buyer), and/or to the Bank for the purpose of repaying the borrower's banking loan obtained from the Bank, and/or within the established credit limit on a payment card in the amount provided for by a regulatory legal act of the authorized state body);

6) unsecured consumer banking loans (not secured by registered collateral) to an individual without the consent of the spouse, where the procedure for obtaining such consent and the minimum amount of the consumer banking loan requiring consent are determined by a regulatory legal act of the authorized state body;

7) consumer bank loans not secured by collateral, granted on the basis of a bank loan agreement concluded via the Internet, the amount of which exceeds the minimum amount

determined by a regulatory legal act of the authorized state body, earlier than twenty-four hours from the moment of signing the agreement or increasing the amount of the bank loan, and without the borrower's consent to receive a consumer bank loan after the expiration of the specified period, executed in accordance with the requirements stipulated by the regulatory legal act of the authorized state body (except for the case of transfer of the amount of the consumer bank loan to the bank account of the seller (supplier) of goods, works, and services for the purpose of acquiring goods, works, and services, the receipt of which is confirmed by the borrower (purchaser), and/or to the Bank for the purpose of repaying the borrower's bank loan obtained from the Bank, and/or within the established credit limit on a payment card in the amount provided for by the regulatory legal act of the authorized state body);

8) loans not related to entrepreneurial activity to an individual who has overdue indebtedness on a banking loan and/or microcredit exceeding ninety (90) calendar days (except for cases where a banking loan is granted to repay an individual's banking loan not related to entrepreneurial activity on improved terms providing for a reduction in the interest rate and/or the amount of periodic payments and/or a reduction or full waiver of penalties (fines, late fees));

9) mortgage loans for the purchase of an apartment and/or non-residential premises or an individual residential house, or a share therein, within the framework of shared participation in housing construction in a multi-apartment residential building under construction or a complex of individual residential houses, funded through the attraction of funds from individuals, legal entities and/or persons operating under a joint activity agreement (simple partnership, consortium), without a permit to attract funds of participants in shared construction or without an agreement on providing a guarantee of shared participation in housing construction as provided for by the Law of the Republic of Kazakhstan "On Shared Participation in Housing Construction".

54. Individual entrepreneurs have the opportunity to obtain loans (credits) both within the framework of products offered to legal entities and within the framework of products offered to individuals.

55. Limits on interest rates, limits on amounts and terms of loans for Clients, including PRBSR/related parties, and/ or for those entering into transactions in which the Bank has an interest (hereinafter - loan limits) are set out in Annex 2.

When setting interest rates on loans within the limits for loans, the Bank is guided by the level of rates in the lending market, the cost of interbank resources, the amount established by the legislation of the Republic of Kazakhstan, financial market conditions and other significant pricing factors.

The authorized body of the Bank approves the terms of lending products (product passports) of Clients, within the limits approved by the Loan Policy of the Bank of loan limits.

56. The lending terms reflect the following parameters: lending entities, interest rate, loan currency, repayment methods, availability and type of collateral, loan term, availability and amount of commissions, payments and other parameters established by the Bank for the corresponding lending product.

Loan interest rates are set depending on the type and form of lending, loan currency, repayment method, type of collateral, term of provision, availability and amount of commissions, Client status and other parameters established by the Bank for the relevant product.

57. All terms and conditions of granting a loan to the Client are reflected in loan agreements. Loan agreements may be mixed agreements, i.e. containing elements of different agreements, as well as agreements of accession.

58. In credit agreements concluded with Clients, the Bank indicates the interest rate in a reliable, annual, effective, comparable calculation (annual effective interest rate), calculated in accordance with a regulatory legal act of the authorized state authority. The amount of the annual effective interest rate on loans shall not exceed the maximum amount determined by a joint regulatory legal act of the authorized state authority and the National Bank of the Republic of Kazakhstan.

59. Remuneration is charged for the use of borrowed money. Remuneration on the loan is determined as a percentage of the principal amount of debt from the calculation of the annual

amount of money due to the Bank or in the form of a fixed amount.

60. In bank loan agreements concluded with individuals, including mortgage loan agreements, the Bank sets a fixed (the amount of which is fixed in a certain value) or floating (the amount of which may change periodically) interest rate and specifies the method of loan repayment at the choice of the borrower from those proposed by the Bank as of the date of conclusion of the bank loan agreement.

Prior to conclusion of the bank loan agreement, in cases stipulated by the regulatory legal act of the authorized state body, the Bank shall provide the individual with draft loan repayment schedules calculated by different methods for selection of the loan repayment method. The borrower shall be obligatorily provided with draft loan repayment schedules calculated in accordance with the methods of calculation of regular payments on loans extended by the Bank to individuals and time bases for calculation of interest on such loans, established by the regulatory legal act of the authorized state body, with the frequency established in the bank loan agreement, by the following repayment methods<sup>1</sup>:

1) the method of differentiated payments, when debt repayment under the bank loan is carried out by decreasing payments, including equal amounts of payments on the principal debt and interest accrued for the period on the principal debt balance;

2) the method of annuity payments, when debt repayment under the bank loan is carried out by equal payments throughout the whole term of the bank loan, including increasing payments on the principal debt and decreasing payments on the remuneration accrued for the period on the balance of the principal debt. The amounts of the first and last installments may differ from the others.

The Bank is entitled to offer the borrower additional loan repayment methods calculated in accordance with the internal rules of the Bank.

The fixed interest rate is not subject to unilateral change, except for cases of its downward or temporary downward change by the Bank.

A temporary downward change in the interest rate shall mean a reduction of the interest rate by the Bank for a certain period of time, after which the interest rate shall be set in the amount not exceeding the interest rate effective before the temporary change<sup>2</sup>.

Upon agreement of the parties, the fixed interest rate may be changed upward upon expiration of its validity period determined by the agreement, but not earlier than three years from the date of conclusion of the bank loan agreement. Each subsequent upward change in the fixed rate of remuneration is possible by agreement of the parties upon expiration of the fixed rate, but not earlier than three years from the date of the previous change in the fixed rate of remuneration.

Upon agreement of the parties, the fixed interest rate may be changed to a floating interest rate during the term of the agreement.

### **§ 1. Provision of bank loans and work with insolvent Clients**

61. The Bank shall, prior to conclusion of the bank loan agreement, in addition to the information and documents provided for in sub-clause 29 of clause 1, verbally provide the Client with the following information on bank loans:

- 1) the term of the bank loan;
- 2) the maximum amount and currency of the bank loan;
- 3) type of interest rate: fixed or floating, calculation procedure in case the interest rate is floating;
- 4) amount of interest rate in annual percent and its amount in reliable, annual, effective, comparable calculation (real value) as of the date of the Client's application;
- 5) exhaustive list and amounts of commissions, tariffs and other expenses related to obtaining and servicing (repayment) of a bank loan in favor of the Bank;

Before concluding a bank loan agreement with an individual not related to entrepreneurial activity, the Bank shall provide the individual with a choice of lending terms and conditions that do not provide for the collection of commissions and other payments taken into account when

<sup>1</sup> Extends to agreements entered into as of July 1, 2016

<sup>2</sup> Extends to legal relations arising from previously concluded contracts from July 1, 2016;

calculating the annual effective interest rate on the loan in accordance with the procedure established by the regulatory legal act of the authorized state body, as well as lending terms and conditions providing for the right of the Bank to charge, in addition to the interest rate, commissions and other payments related to the issue and servicing of the loan and stipulated by the bank loan agreement;

6) the responsibility and risks of the Client in case of non-fulfillment of obligations under the bank loan agreement;

7) liability of the pledgee, guarantor, surety and other person being a party to the loan security agreement.

61-1. Prior to concluding a bank loan agreement via the Internet, the Bank enters data on the Client's mobile device subscriber number, sends a one-time password to the specified number, and conducts biometric identification of the Client using the services of the Identification Data Exchange Center or using biometric data obtained through the Bank's devices, and provides the Client, in addition to the information and documents specified in sub-clause 1) of clause 30, with the following information on the bank loan:

1. loan term;

2. maximum amount and currency of the bank loan;

3. type of interest rate: fixed or floating, and the calculation procedure where the rate is floating;

4. interest rate expressed as an annual percentage and its amount in a reliable, annual, effective, comparable calculation (real cost) as of the date of the Client's application;

5. an exhaustive list and amounts of commissions, tariffs, and other expenses related to obtaining and servicing (repayment of) the bank loan in favor of the Bank;

6. the Client's liability and risks in case of non-performance of obligations under the bank loan agreement;

7. liability of the pledgor, guarantor, surety, and other person being a party to the loan security agreement.

The requirement to conduct biometric identification provided for in the first part of this paragraph shall not apply where a bank loan agreement concluded via the Internet provides for the use of a payment card to make payments and/or transfers of funds within the amount of the granted bank loan.

61-2. For the purpose of identifying signs of fraud, the Bank ensures storage of materials related to the conclusion of a bank loan agreement via the Internet (time of operations, data on information systems obtained during identification, data on transactions performed, notifications sent to the Client (SMS, push notifications, calls from the call center)) for at least 5 (five) years after termination of the parties' obligations under the bank loan agreement concluded via the Internet.

61-3. During biometric identification of the Client, the Bank ensures protection against the use of a static image or video recording to falsify the Client's biometric data.

61-4. If the Bank detects unlawful dissemination of the Client's personal data, the Bank implements additional security measures, including but not limited to:

1. repeated biometric identification of the Client;

2. verification of the Client's ownership of the subscriber number by comparing the Client's individual identification number with the individual identification number of the subscriber number owner in the mobile operator's database or by obtaining information on the Client's ownership of such subscriber number by comparing the Client's individual identification number in the database of Clients' mobile phone numbers via the e-government web portal;

3. a verification call to the Client's specified subscriber number informing the Client of the theft of his personal data and recommending that the Client establish a voluntary prohibition on obtaining loans.

61-5. Prior to making a decision on granting a bank loan to an individual Client, the Bank verifies information contained in the credit report or the information system of the authorized state authority for the presence of the following data:

1. establishment of a voluntary refusal to receive a bank loan;
  2. conscription for compulsory military service;
  3. previously obtained bank loans;
  4. registered marriage (spouse).
62. The Bank shall inform the Client within three business days from the day of making a decision on the bank loan:
- 1) decision to issue a bank loan - verbally or in writing in accordance with the internal documents of the Bank;
  - 2) on refusal to issue a bank loan - in writing, indicating the reasons for refusal.
63. The procedure for conclusion of the bank loan agreement, including the content, execution, mandatory terms of the bank loan agreement, forms of the loan repayment schedule and memo for the borrower-individual, comply with the requirements stipulated by the regulatory legal act of the authorized state body.
64. During the period of servicing of the bank loan agreement, the Bank shall, at the request of the Client (borrower) or pledger (subject to the requirements for disclosure of banking secrecy provided by the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" (hereinafter - the Law on Banks), within 3 (three) business days from the date of receipt of the request, provide it in writing with information on (about):
- 1) the amount of money paid to the Bank;
  - 2) the amount of overdue debt (if any);
  - 3) the balance of the debt;
  - 4) amounts and terms of regular payments;
  - 5) credit limit (if any).
65. Upon the Client's application, after full repayment of the loan indebtedness, the Bank shall, free of charge, within a period not exceeding 3 (three) business days from the date of receipt of such application, provide in written form a certificate confirming the absence of the Client's indebtedness to the Bank;
66. Upon the Client's application, the Bank provides, within no more than 3 (three) business days, free of charge, no more than 1 (one) time per month, information in writing about the distribution of incoming money from the Client (borrower) to repay the debt under the bank loan agreement.
67. Upon the Client's application for partial or full early return to the Bank of the money provided under the bank loan agreement, the Bank, free of charge, within no more than 3 (three) business days, informs him in writing of the amount due for return.
68. If provided for in the bank loan agreement, the Bank periodically provides the Client with the information provided for in clause 64 in the manner provided for in the bank loan agreement.
69. The information provided for in clauses 64-68 is provided indicating the amount of the principal debt, remuneration, commission, penalty and other types of penalties (except for cases provided for by the Law on Banks, which provide for a ban on the collection of penalties/penalties), and other amounts payable.
70. Where there is a delay in performance of obligations under a bank loan agreement, the Bank, no later than 10 (ten) calendar days from the date such delay arises, notifies the Client in the manner and within the time limits stipulated in the bank loan agreement, as well as through informatization facilities, of:
- 1) the occurrence of a delay in fulfilling an obligation under a bank loan agreement and the need to make payments under a bank loan agreement, indicating the amount of overdue debt as of the date specified in the notification, the amount of the principal debt, remuneration, commission, penalties and other types of penalties, and other applicable payment of amounts;
  - 2) the right of the Client (borrower) - an individual under a bank loan agreement to contact the Bank;
  - 3) the consequences of failure by the Client (borrower) to fulfill its obligations under the bank loan agreement.

The Bank has the right to engage a collection agency to notify the borrower.

70-1. A notification of the existence of overdue indebtedness under assumed obligations, sent to the Client's place of residence (location) specified in the bank loan agreement or communicated by the Client to the Bank in the manner provided for by the bank loan agreement, shall be executed in written form in accordance with the requirements of a regulatory legal act of the authorized state authority.

A notification sent via SMS message, push notification, or the Bank's mobile application shall contain the information provided for by the Law on Banks, as well as a reference (link) to the information posted on the Bank's Internet resource and/or in the Bank's mobile application, as provided for by a regulatory legal act of the authorized state authority.

70-2. Interaction of the Bank with a Client having overdue indebtedness and/or his representative and/or a third party bound by obligations with the Bank under a bank loan agreement shall be carried out:

1) during the period from 8:00 a.m. to 9:00 p.m. on business days at the Client's place of residence or place of location, or at the Client's place of registration, or on the premises of the Bank (branch), no more than 3 (three) times per week and no more than 1 (one) time per business day, unless a different time, frequency, and day (weekend and/or public holiday) are agreed with the Client;

2) no more than three times during the period from 8:00 a.m. to 9:00 p.m. on business days and no more than 2 (two) times during the period from 9:00 a.m. to 7:00 p.m. on weekends and public holidays by means of telephone communications initiated by the Bank.

Interaction of the Bank with a third party not being a person specified in the first part of this paragraph shall be permitted for the purpose of establishing the Client's location and/or contact details in order to settle and/or repay overdue indebtedness.

71. Under a bank loan agreement for an individual borrower not related to business activities, the Bank is prohibited from demanding payment of remuneration, penalties (fines, forfeit), and commissions and other payments related to the issuance and servicing of a loan, accrued after 90 (ninety) consecutive calendar days of delay in fulfilling the obligation to repay any of the payments for the amounts of the principal debt and (or) interest. The clause requirement does not apply to a bank loan agreement if, on its conclusion date, the principal debt amount was fully secured by a pledge of property subject to registration and (or) a pledge of money. If the terms of execution of a bank loan agreement for an individual not related to entrepreneurial activity are changed, or a new loan is issued in order to repay a bank loan of an individual not related to entrepreneurial activity, accrual of interest on overdue interest capitalized (summed up) to the amount of the principal debt, penalties (fines, forfeit), commissions and other payments related to the issuance and servicing of the loan is not allowed.

71-1. On the basis of a submission issued (rendered) by law enforcement authorities in accordance with the Criminal Procedure Code of the Republic of Kazakhstan on taking measures to eliminate circumstances contributing to the commission of a criminal offense, or a resolution recognizing the borrower — an individual — as a victim in a criminal offense related to the fraudulent execution of a bank loan, the Bank, no later than 3 (three) calendar days:

1) suspends debt recovery and claim-and-litigation activities in respect of such bank loan of the Client;

2) suspends the accrual of remuneration and/or penalties under such bank loan of the Client.

No later than 10 (ten) business days from the date of receipt of a court act that has entered into legal force and establishes the fact that a bank loan was fraudulently executed in the name of the Client recognized as a victim in a criminal case as a result of unlawful acquisition and use by a third party of the Client's identification means, including when executing a bank loan through the use of remote control of the software of the Bank's remote service delivery systems, or due to the Bank's violation of the procedure for conducting biometric identification or the requirements established by a regulatory legal act of the authorized authority for the identification, recording, and analysis of internal and external fraud, the Bank shall decide to write off the Client's indebtedness under the bank loan, as well as take measures to refund to the Client previously

withheld (paid) amounts under such bank loan.

72. If the borrower contacts the Bank with a written application to amend the terms of the bank loan agreement if there is a delay in fulfilling obligations under the bank loan agreement, the Bank considers the proposed conditions for changing the bank loan agreement, in the manner prescribed by the regulatory legal act of the authorized government body, within 15 (fifteen) calendar days after receiving a written application from the individual borrower and notifies the borrower in writing of one of the decisions:

- 1) on agreement with the proposed changes to the terms of the bank loan agreement;
- 2) on their proposals to change the terms of the bank loan agreement;
- 3) on refusal to change the terms of a bank loan agreement, indicating a reasoned justification for the reasons for such refusal.

The borrower's proposals are considered by the Bank body authorized to consider such applications.

The deadline for the borrower to submit a response to the conditions proposed by the Bank for changing the bank loan agreement is indicated in the Bank's letter and is at least 15 (fifteen) calendar days.

72-1. The Bank shall make a decision to agree to the proposed amendments to the terms of a bank loan agreement for a period of not less than 3 (three) months, without requiring payment of commissions and other payments under the bank loan agreement, upon submission of an application to amend the terms of the bank loan agreement related to a reduction of the monthly payment by at least fifty percent of the payment established by the loan repayment schedule and a deferment of payment of the principal debt and/or remuneration, by a borrower — an individual who:

- 1) belongs to socially vulnerable segments of the population in accordance with the Law of the Republic of Kazakhstan “On Housing Relations”;
- 2) has suffered as a result of circumstances that served as grounds for the declaration of a state of emergency.

A decision to agree to the proposed amendments to the terms of a bank loan agreement concluded with a borrower - an individual specified in sub-clause 1) of the first part of this clause shall be made subject to a decrease in the borrower's average monthly income calculated in accordance with the Law on Banks.

73. If the requirements arising from the notice specified in clause 70 are not satisfied, the Bank applies to the Client the measures provided for in Article 36 of the Law on Banks.

74. If the bank loan agreement provides for the Bank's right to transfer to a third party the right (claim) under the bank loan agreement (agreement on the assignment of the right of claim), the Bank:

- 1) before concluding an agreement for the assignment of the right of claim, notifies the borrower (or his authorized representative) about the possibility of transferring rights (claims) to a third party, and about the processing of the borrower's personal data in connection with such assignment in the manner provided for in the bank loan agreement or not contrary to the laws of the Republic of Kazakhstan;
- 2) notifies the borrower (or his/her authorized representative) about the transfer of the right (claim) to a third party in the manner provided for in the bank loan agreement or not contrary to the laws of the Republic of Kazakhstan, within 30 (thirty) calendar days from the of agreement conclusion date for the assignment of the right of claim, indicating the purpose of further payments to repay a bank loan to a third party (name and location, bank details of the person to whom the right (claim) under the bank loan agreement was transferred), the full scope of the transferred rights (claims), and the amount and structure of the debt under the bank loan agreement (amounts of principal, remuneration, commissions, penalties (fine, penalty) and other amounts payable).

## **§ 2. Requirements for the collateral accepted by the Bank**

75. The subject of the pledge can be any property, including things and property rights (claims), with the exception of things withdrawn from circulation, claims inextricably linked with a person (claims for alimony, compensation for harm caused to life or health), and other rights, the

assignment of which to another person is prohibited by the legislative acts of the Republic of Kazakhstan, and the property specified in clause 83.

76. The right of pledge may be extended by agreement to property that will come into the ownership or economic management of the pledgor in the future.

77. When accepting property as collateral, its liquidity, demand, market value, depreciation at the time of acceptance as collateral and at the time of fulfillment of the main obligation secured by this property and other criteria must be taken into account.

78. Property accepted by the Bank as collateral shall be in good technical condition and meet the requirements of the Bank, unless otherwise provided by a decision of the authorized body of the Bank/Board of Directors.

79. Property accepted by the Bank as collateral shall be free from claims and encumbrances of third parties, except in cases of re-pledge of property.

80. Collateral is subject to mandatory monitoring as required by the Internal document of the Banks.

81. In cases provided for by regulatory legal acts of the Republic of Kazakhstan and/or internal documents of the Bank, the Bank may make requirements for insurance of the collateral.

82. A mandatory requirement is the availability of documents confirming the emergence of ownership and other proprietary rights to the collateral provided, with the exception of collateral, for which, according to the internal documents of the Bank, other requirements are provided.

83. The bank does not accept the following as collateral:

- 1) essentials;
- 2) property withdrawn from civil circulation, the list of which is established by the legislative acts of the Republic of Kazakhstan;
- 3) property limited in circulation (weapons and ammunition, hunting and sporting firearms, etc.);
- 4) lands, except for cases when such lands belong by right of ownership to the mortgagor:
  - a) public use;
  - b) provided for defense needs;
  - c) forest fund;
  - d) specially protected natural areas for health, recreational and historical and cultural purposes;
  - e) service land plot;
- 5) right to temporary gratuitous and temporary short-term (up to 5 years) paid land use;
- 6) facilities of strategic importance;
- 7) objects of unfinished construction without the provision of a construction project agreed with the relevant government bodies;
- 8) property that has significant historical, artistic or other cultural value for society;
- 9) personal property benefits and rights (life, health, personal dignity, honor, good name, business reputation, privacy, personal and family secrets, the right to a name, the right to authorship, the right to the integrity of a work and other intangible rights);
- 10) buildings, structures and structures, the service life of which, and the material used for their construction, do not meet the criteria established by the Bank's Collateral Policy;
- 11) foreign currency from a resident as a mortgage

84. Requirements for collateral accepted by the Bank for loans provided are determined by internal documents of the Bank, and decisions of the Authorized Body of the Bank/Board of Directors of the Bank.

### **Chapter 8. General conditions for conducting transactions with payment cards**

85. When opening, maintaining and closing accounts that reflect transactions using payment cards, issuing and servicing payment cards, in addition to the procedure established by the laws of the Republic of Kazakhstan, and contractual relations between the Bank and the Client,

the rules of international/national payment systems (Visa International, MasterCard, China Union Pay and others) (the “IPS”). The payment card is the property of the Bank and is issued to the Client for the purpose of accessing the money in the account by using the payment card (its details).

86. At the Client's request, an additional card in the name of a third party can be issued for the account on which transactions using a payment card are reflected, if the issue of an additional card does not contradict the laws of the Republic of Kazakhstan, the rules of the IPS, contractual relations and internal documents of the Bank.

87. The Bank has the right to provide the Client with the opportunity to carry out tokenization (the process of creating a link between payment card details and a token, which allows one to uniquely identify a payment card) for further card transactions using a mobile device token (digital representation of the payment card, stored in encrypted form in the protected cloud storage of IPS) in the manner and on the terms established by the contractual relationship between the Bank and the Client.

88. The payment card is used to carry out card transactions, payments, transfers, and other operations provided for by the current laws of the Republic of Kazakhstan, contractual relations with the Bank, the rules of the IPS, and Bank's internal documents. The bank is not responsible for the refusal of third parties to service a payment card.

89. Payment card use is available both on the territory of the Republic of Kazakhstan and abroad.

90. In order to minimize the Client's risks, the Bank has the right to establish/change restrictions/limits on certain types of card transactions, in addition to those in force within the framework of the IPS rules.

91. The Bank ensures payment card servicing and uninterrupted functioning of its own systems and undertakes to take all possible measures to restore service in the event of its suspension for reasons beyond the Bank's control.

92. Maintaining an account using a payment card for resident/non-resident individuals is possible in tenge and (or) foreign currencies, which are specified in the contractual documentation with the Client.

93. When conducting currency transactions of the Client, the Bank acts in line as required by the currency laws of the Republic of Kazakhstan. The Client shall provide to the Bank the documents required for submission in line with the currency laws of the Republic of Kazakhstan regarding the Client's currency transactions carried out through the Bank, including documents necessary to identify the currency transaction.

94. Topping up an account using a payment card can be done in cash or by non-cash methods in line with the laws of the Republic of Kazakhstan.

95. When replenishing an account in a currency other than the account currency, conversion is made at the currency sales rate established by the Bank on the day of conversion.

96. Payments and (or) money transfers received from other banks and from any third parties are credited by the Bank to the Client's account, minus fees and expenses associated with the receipt of such payments or money transfers (if they are subject to collection according to the product tariffs), in deadlines established by the laws of the Republic of Kazakhstan.

97. The Bank shall be entitled to refuse to execute the Client's instructions if the documents provided in connection with such instructions contradict and/or are not executed in accordance with the requirements of the legislation of the Republic of Kazakhstan and/or contractual documentation, as well as if transfers (payment transactions) are recognized as illegal and/or prohibited in accordance with the laws of the Republic of Kazakhstan.

98. The procedure for conducting transactions on an account using a payment card may change when changes and (or) additions are made to the laws of the Republic of Kazakhstan, the rules of the IPS and/or Internal document of the Banks.

99. Re-issuance of a payment card is carried out in the event of expiration/loss/theft/damage of the payment card, change of the Client's last name and/or first name (if indicated on the payment card), in case of using the payment card in countries with a high level of risk of card fraud, upon receipt by the Bank of an IPS notification regarding compromised

payment card data and in other cases, at the initiative of the Bank or the Client by contacting the Client to the Bank. A list of countries with a high risk of card fraud is posted on the Internet resource.

100. The Client bears the risks associated with the loss/theft of a payment card or unauthorized use of a payment card, including the transfer of data to third parties, in the event of failure to notify/delay in notifying the Bank of the loss, theft of a payment card or unauthorized use of a payment card.

### **Chapter 9. Custodial activities**

101. The Bank carries out custodial activities in the securities market of the Republic of Kazakhstan for the accounting of financial instruments and money of Clients and confirmation of rights on them, storage of documentary financial instruments of Clients with the assumption of obligations for their safety and other activities in line with the regulatory legal acts of the Republic of Kazakhstan.

102. The Bank has no right to enter into a custodial service agreement with an affiliated investment portfolio manager in relation to:

- 1) pension assets;
- 2) assets of an open and (or) interval mutual investment fund;
- 3) assets formed at the expense of part of the insurance premiums received from policyholders for investment purposes, and income (losses) received from their investment, under insurance contracts that provide for the condition of the policyholder's participation in investments.

103. Custodial services are provided to the Client from the date of signing the custodial agreement and opening a personal account in the Bank's nominee accounting system. Signing a custodial agreement and opening a personal account does not require the Client to immediately transfer assets to the personal account. Tariffs for the provision of custodial services are set within the limits specified in Annex 1.

104. For the purpose of accounting for the Client's assets, the Bank opens a personal account for the Client in the Bank's Clients' asset accounting system.

105. Opening and maintaining a personal account is carried out on the basis of the current laws of the Republic of Kazakhstan and internal documents of the Bank.

106. The Bank, after receiving a request from the Client to conclude a custodial agreement, provides for review a list and templates of documents for opening an account, a custodial agreement in the Bank's standard form, a copy of the internal document of the Bank regulating the procedure for carrying out the Bank's custodial activities, disclosing information about the service, describing the conditions and procedure for providing custodial services, and the list of necessary documents for opening a personal account, notifies the Client about the rates and tariffs for custodial services, the timing of making a decision on an application for the provision of services, advises the Client on the procedure for filling out documents for opening an account and providing custodial services, informs the Client about the responsibility and possible risks in the event of failure by the Client to fulfill obligations under the custodial agreement, informs the Client about his right to apply in the event of controversial situations regarding the banking service received to the authorized body, the Bank or the court, providing information about the location, postal, email addresses and Internet resources of the Bank and the authorized body, informs the Client about the sources of placement of financial statements and other information of the Bank. Before signing the custodial agreement, the Bank provides the Client with the necessary time to familiarize himself with its terms.

107. The Bank, after the Client contacts the Bank to receive custodial services and provides a full package of documents for opening a personal account and a signed custodial agreement, considers the Client's application for the provision of custodial services and opens an account for him or refuses to open an account in the form of an official letter with reasons refusal to open a personal account and provide custodial services.

108. The Bank performs the following functions:

- 1) opening accounts for the client in relation to money, issue-grade securities and other financial instruments transferred for custodial servicing;
- 2) ensuring accounting of money, issue-grade securities and other financial instruments transferred for custodial servicing;
- 3) implementation of nominal holding;
- 4) performing the functions of a paying agent for transactions with issue-grade securities and other financial instruments transferred for custodial servicing;
- 5) registration of transactions with the client's issue-grade securities and confirmation of his rights in these securities;
- 6) receipt of income on equity securities and other financial instruments transferred for custodial services and crediting it to the client's account;
- 7) transfer of information to the client on behalf of the issuer;
- 8) provision to the client of other services provided for in the custodial service agreement;
- 9) storage of documentary securities and other financial instruments issued in documentary form.

109. Transactions on personal accounts are carried out by the Bank on the basis of the Client's order to conduct transactions with assets.

110. Information on the presence of a personal account in the central depository and nominal holding accounting system, on the availability, balances, movement and owners of issue-grade securities and other financial instruments on personal accounts in the nominal holding accounting system, with the exception of information about the major shareholders of the issuer and the number of shares of this issuer owned by them, about the issuer and the balances of issue-grade securities on the personal accounts of the issuer for accounting for announced issue-grade securities and for accounting for repurchased issue-grade securities in the nominal holding accounting system is a trade secret on the securities market papers. Information constituting a commercial secret on the securities market, and information constituting a banking secret, are not subject to disclosure, except in cases established by the laws of the Republic of Kazakhstan.

### **Chapter 10. Brokerage activities**

111. The Bank provides brokerage services to Clients with the right to maintain Clients' accounts as a nominee holder on the securities market or without it on the basis of an agreement on the provision of brokerage services for securities and (or) nominee holding.

112. The Bank's clients in terms of brokerage services are legal entities and individuals who can be residents and non-residents of the Republic of Kazakhstan.

113. The Bank discloses to its Clients information that is significant for them in terms of intentions to enter into contractual relations with the Bank and (or) to maintain such relations.

114. Brokerage services are provided to the client from the moment of concluding an agreement on the provision of brokerage services for securities and (or) nominee holding and opening a personal account in the Bank's nominee holding accounting system. Tariffs for the provision of brokerage services are set within the limits specified in Annex 1.

115. In order to comply with the laws of the Republic of Kazakhstan, in particular the requirements aimed at preventing manipulation of prices on the securities market and the use of insider information on the securities market, the Bank has the right to establish restrictions on the acceptance of Client orders for transactions. Such restrictions may apply, in particular, to Client orders for transactions at a price significantly different from the average market price (current price, last transaction price or weighted average price).

116. To a client interested in concluding an agreement for the provision of brokerage services for securities and (or) nominal holding, the Bank provides all the necessary documents for making a decision, provided for by the laws of the Republic of Kazakhstan and Internal document of the Banks.

117. After agreeing with the Client on all conditions, the Bank concludes in writing an agreement on the provision of brokerage services for securities and (or) nominal holding.

118. When concluding an agreement on the provision of brokerage services for securities and (or) nominal holding, the Client is provided with:

17) current account for carrying out current operating activities. In this case, the opening and maintenance of the Client's current account is carried out in line with the Internal document of the Bank regulating the procedure for opening, maintaining and closing current accounts for business clients;

18) personal account for accounting of financial instruments.

119. In the event of changes to the list of documents required by the Bank to open a personal account due to changes in the laws of the Republic of Kazakhstan or appropriate changes to the internal documents of the Bank, the Bank, during the period of servicing the Client, has the right to additionally request the necessary documents from the Client. In this case, the method of notification of the request for necessary documents, and the timing and procedure for their provision, is determined by the Bank independently.

120. If the Client does not wish to provide additional information or additional documents that may be necessary in connection with the introduction of new legal requirements, the Bank has the right to refuse / terminate the agreement for the provision of brokerage services for securities and (or) nominal holding agreement on the provision of brokerage services for securities and (or) nominal holding with the Client unilaterally.

### **Chapter 11. Rights and obligations of the Bank and its Clients**

121. The rights and obligations of the Bank and its Clients, and their liability, are determined by the laws of the Republic of Kazakhstan and the terms of the relevant agreements.

122. The Bank and Clients are obliged to comply with the terms of the agreements and fulfill the obligations assigned to them by the terms of the agreements.

123. The Bank has the right to:

1) independently establish remuneration rates for ongoing operations and tariffs for the provision of banking services and services on the securities market, taking into account the requirements of the laws of the Republic of Kazakhstan;

2) independently determine internal procedures for conducting banking and other operations, taking into account the requirements of the laws of the Republic of Kazakhstan, including the laws in the field of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction;

3) independently determine the list of documents required from the Client to carry out banking and other transactions;

4) withdraw money from Clients' accounts by direct debiting the Client's account in cases and in the manner provided for by the laws of the Republic of Kazakhstan and concluded agreements;

5) refuse (with an explanation of the reason for refusal) to carry out money transfers through correspondent accounts of foreign banks, if, in the presence of correspondent relations with a foreign bank, there are certain restrictions and (or) prohibitions on carrying out activities and (or) risks of violating the requirements of the laws of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction;

6) with the consent of the Client, collect, systematize, accumulate, store, clarify (update, change), use, distribute (including transfer), depersonalize, block, destroy, cross-border transfer of personal data provided by the Client, and carry out any other actions with this data in line with the requirements of the laws of the Republic of Kazakhstan;

7) enjoy other rights provided for by the laws of the Republic of Kazakhstan and agreements concluded with Clients.

124. The bank is obliged to:

1) guarantee the secrecy of transactions carried out by Bank Clients;

2) provide third parties with information constituting a banking secret/trade secret on the securities market, in cases and on the grounds provided for by the laws of the Republic of Kazakhstan;

3) provide Clients with information and conditions on transactions carried out by the Bank;

4) ensure strict recording and storage of documents in line with the regulatory legal acts of the Republic of Kazakhstan;

5) bear other responsibilities provided for by the laws of the Republic of Kazakhstan.

125. Bank clients have the right to:

1) receive information from the Bank on general conditions for conducting transactions;

2) place money in the Bank on mutually agreed terms;

3) receive loans on the terms provided for in the loan agreement;

4) enjoy other rights provided for by the laws of the Republic of Kazakhstan.

126. Bank clients are obliged to:

1) fully fulfill the obligations stipulated in the contracts;

2) compensate for damage caused to the Bank in line with the laws of the Republic of Kazakhstan;

3) in order to receive the Bank's services in full, provide personal data, information and documents in line with the requirements of the laws of the Republic of Kazakhstan;

4) bear other responsibilities provided for by the laws of the Republic of Kazakhstan.

#### **Chapter 12. Procedure and Time Limits for the Bank's Review of Clients' Inquiries Arising in the Course of Provision of Banking Services**

127. The Bank's consideration of requests from Bank Clients is carried out in the manner and within the time limits established by the laws of the Republic of Kazakhstan, and internal documents of the Bank and these Rules.

127-1. The period for reviewing a Client's inquiry shall not exceed 15 (fifteen) business days from the date the inquiry is received by the Bank, except where other time limits for reviewing inquiries are provided for by the legislation of the Republic of Kazakhstan.

Where it is necessary to establish factual circumstances relevant to the proper review of the inquiry, the period for reviewing the Client's inquiry shall be extended by 15 (fifteen) business days. The Client shall be notified of the extension within 3 (three) business days from the date the Bank adopts the decision to extend the review period.

127-2. Inquiries from payment cardholders, including those arising from disputed situations related to the use of a payment card or its details, shall be reviewed by the Bank acting as the payment card issuer within the period established by the agreement concluded between the payment cardholder and the issuer, but not exceeding 30 (thirty) calendar days from the date of receipt of such inquiries, and not exceeding 45 (forty-five) calendar days from the date of receipt of inquiries in cases where the payment card is used abroad.

The Bank shall inform the payment cardholder of the results of the review of the inquiry, including in written form (at the request of the payment cardholder).

128. The Bank works with the following requests from Clients:

1) written requests received by hand, by post/courier or by fax;

2) oral requests received by telephone or during a direct visit by the Client to the Bank;

3) electronic requests received through the Internet resource of the Bank, to the Bank's email and via social networks.

129. Authorized persons of the Bank at the head office and branches conduct personal reception of clients at least once a month according to the reception schedule approved by the Chairman of the Management Board of the Bank, the Head of the branch (in the branch).

Reception is carried out at the place of work on days and hours established and communicated to individuals and legal entities.

If an appeal cannot be resolved by an authorized person of the Bank during reception, it is stated by the client in writing and is dealt with as if it were a written appeal.

130. Written requests from clients are registered in the register of written requests, containing details in line with the internal documents of the Bank.

131. The client is given a document confirming the receipt of his/her written application on paper or a corresponding mark is made on the copy of the application. Refusal to accept applications is not allowed. The Client is informed of the necessary procedures for receiving a response and the time frame for consideration of such requests.

132. Appeals received via the Internet resource are registered in the manner prescribed by the Internal document of the Banks.

132-1. Clients' inquiries received through the Bank's informatization objects, including through the Bank's mobile application, shall be registered in accordance with the procedure provided for by the Bank's internal documents. For these purposes, the informatization objects, including the Bank's mobile application, shall provide functionality that is easily identifiable by the Client for submitting a complaint.

133. Telephone calls from Clients are registered in the manner prescribed by the internal document of the Banks. Recording of telephone conversations with the client is carried out with his consent upon notification of this at the beginning of the conversation.

134. Appeals by telephone or during a personal visit by the client to the Bank are considered immediately and, if possible, a response to the client's oral appeal is provided immediately. If an oral request cannot be resolved immediately, it is stated by the client in writing and is dealt with as if it were a written request. The Client is informed about the necessary procedures for receiving a response and the time frame for considering such requests.

135. When considering an application, if the information provided is insufficient, the Bank requests additional documents and information from the Client.

136. The Bank ensures objective, comprehensive and timely consideration of Client requests and informs them about the results of consideration of requests and measures taken.

A written response to the Client on the results of consideration of the appeal is given in the Kazakh language or the language of the appeal and contains substantiated and motivated arguments for each request, demand, petition, recommendation and other issue expressed by the client with reference to the relevant requirements of the laws of the Republic of Kazakhstan, internal documents of the Bank, agreements having attitude to the issue under consideration, and the factual circumstances of the issue under consideration with an explanation of his right to appeal the decision.

137. If the Client's statements/complaints are justified and legal, the Bank makes a decision to eliminate the violation and restore the rights and legitimate interests of the Client.

138. Delivery to the Client of a response to a written request received by post or by hand is carried out by registered mail with notification to the address specified in the Client's request, or by delivery against signature in person upon the Client's appearance at the Bank, which is noted in log of written requests.

139. The functions of analysis and control over the consideration of requests are assigned to Bank's division, determined in line with the internal documents of the Bank, and include:

- 1) analysis and synthesis of requests from Bank Clients to identify and eliminate the reasons that were the basis for the corresponding request;
- 2) development of recommendations for Bank subdivisions to improve the organization of work with requests from Bank Clients;
- 3) submitting to the Bank's management, based on the results of consideration of requests from Bank Clients, proposals on the necessary measures to eliminate identified violations in relation to all consumers of this financial service and preventive measures to prevent such violations in the Bank's activities.

### **Chapter 13. Responsibility**

140. Responsibility for non-fulfillment and/or improper execution of the Rules rests with employees and managers of structural divisions of the Head Bank and separate divisions of the Bank.

141. Managers and employees of the Bank's subdivisions involved in the provision of banking and other services are responsible for organizing and implementing internal control in line with the provisions of the Internal document of the Banks governing the Bank's internal control policy.

141-1. Heads and employees of the Bank's subdivisions involved in the process of providing banking and other services shall be responsible:

1) for identifying, measuring, monitoring and controlling operational risk inherent in their activities, including those related to personnel, products, processes and systems, as well as communicating them to the operational, IT and IS risks subdivision in accordance with the requirements of the internal document regulating the operational risk management policy in the Bank;

2) for the timely identification of risks of legalization (laundering) of proceeds from crime, terrorist financing and financing of the proliferation of weapons of mass destruction / sanctions risks, as well as for communicating information on such risks to the Financial Monitoring Unit in accordance with the requirements of the internal document governing the policy on management of the risk of legalization (laundering) of proceeds from crime, terrorist financing and financing of the proliferation of weapons of mass destruction / sanctions risk.

142. Heads and employees of the Bank's subdivisions involved in the process of rendering banking and other services shall be obliged to strictly adhere to the principle of avoidance of conflict of interests in the performance of their functional duties and shall be responsible for compliance with the provisions of the Bank's internal documents regulating the policy of management of conflicts of interests in the Bank. In case of any conflict of interests, managers and employees of the Bank's subdivisions involved in the process of rendering banking and other services shall notify their immediate supervisor and compliance subdivision thereof.

#### **Chapter 14. Final provisions**

143. The rules come into force on the date of their approval by the authorized body of the Bank, and are put into effect upon the expiration of 15 (fifteen) calendar days after the day of their first publication on the Internet resource.

144. The Bank has the right to unilaterally make changes and additions to the Rules, which are posted on the Internet resource. Such changes and additions come into force after 15 (fifteen) calendar days from the date of first posting on the Internet resource, with the exception of changes and additions specified in clause 145 of the Rules. The posting date of changes and additions to the Rules is reflected in the text of the message on the Internet resource. In case of discrepancies between the text in Kazakh and Russian languages of the Rules, the Bank and the Client are guided by the text of the Rules in Russian.

145. Changes and (or) additions to the Rules regarding the maximum values for the provision of custodial services by the Bank come into force after 30 (thirty) calendar days from the date of first posting on the Internet resource.

146. The rules, subject to amendments and additions, may be posted in the Bank's operating rooms.

147. Issues not directly provided for in the Rules are regulated by the relevant internal documents of the Bank and (or) the laws of the Republic of Kazakhstan.

<b>Maximum Rates and Tariffs of “Alatau City Bank” Joint Stock Company for Banking Operations for Clients, Including Persons Related to the Bank by Special Relations</b>				
<p>For the purposes of this Annex, the terms are used:            CLA – Credit Line Agreement.            Individuals – individuals who do not carry out entrepreneurial activities.            Deleted;            IPS - international payment systems;            Other services- other related services arising in the process of servicing a banking product, not included in the section;            payment organization - a legal entity of the Republic of Kazakhstan authorized to carry out activities in the provision of payment services.            Partner – banks, organizations carrying out certain types of banking operations, payment organizations that are non-residents of the Republic of Kazakhstan.</p>				
Type of operation/service	minimum		maximum	
	in % of the transaction amount	in nominal terms (in tenge)	in % of the transaction amount	in nominal terms (in tenge)
<b>1. Maximum rates and tariffs of “Alatau City Bank” Joint Stock Company for banking operations for Clients – legal entities, including Business Clients, for servicing at branches and through remote service channels</b>				
<b>1. Bank accounts: opening, maintaining and closing an account</b>				
1.1. Opening a bank account, non-allocated metal account	0%	0	20%	500 000
1.2. Maintaining a bank account, unallocated metal account	0%	0	20%	15 000 000
1.3. Closing a bank account, unallocated metal account		0		20 000
1.4. Comprehensive banking services		0		15 000 000
1.5. Other services		0		15 000 000
<b>2. Transfer operations</b>				
2.1. Intrabank transfers	0%	0	20%	100 000
2.2. External transfers/payments	0%	0	20%	500 000
2.3. Receiving and making payments without opening an account	0%	0	20%	500 000
2.4. Processing of transfers related to contributions to the unified accumulative pension fund, the state social insurance fund, and the social health insurance fund, as well as other payments and/or transfers related to the submission of a consolidated payment order/register in paper form (charged in addition to tariffs 2.2. and 2.3.)	-	0	-	500 000
2.5. Transfers/payments from an individual to a legal entity (charged from the legal entity)	0%	0	30%	5 000 000
2.6. Electronic money:				

2.6.1. Issue of electronic money	0%	0	20%	1 000 000
2.6.2. Repayment of electronic money	0%	0	20%	1 000 000
2.7. Suspension/revocation of an accepted client instruction	0%	0	20%	500 000
2.8. Return of erroneously credited money from Client accounts	0%	0	20%	500 000
2.9. Depositing money to a current account	0%	0	40%	1 000 000
2.10. Payment investigations (if a fee is imposed by a third party, it is additionally paid by the client): amendments and supplements to payment instructions for executed payments / clarification of payment status / acceptance of a request for payment claim withdrawal upon the client's request / cancellation of an international payment/transfer (the transfer fee is non-refundable)	0%	0	20%	500 000
2.11. Other services	0%	0	20%	500 000
<b>3. Cash transactions</b>				
3.1. Cash withdrawal	0%	0	20%	1 000 000
3.2. Acceptance and counting of cash (banknotes) (including cash collected via cash-in-transit services) with or without crediting to a bank account / for the purpose of making a transfer without opening an account (intra-bank transfers, external transfers, urgent transfers)	0%	0	50%	200 000 000
3.3. Exchange, exchange of banknotes/coins of any denomination. Sorting, counting and packaging of cash at the client's request. Re-counting of cash when surplus, shortage, or counterfeit banknotes are detected. Checking cash currency for solvency/authenticity using a detector	0%	0	20%	1 000 000
3.4. Crediting cash accepted by the Bank's agent to the client's account	0%	0	20%	1 000 000
3.5. Other services	0%	0	20%	1 000 000
<b>3.1. Collection of client valuables</b>				
3.1.1. Delivery of cash and valuables from the Bank's cash desk to the Client's cash desk		0		2 000 000
3.1.2. Delivery of cash and valuables to the Bank's cash desk from the Client's cash desk		0		2 000 000
<b>4. Conversion operations</b>				
4.1. Buying/selling foreign currency	0%	0	20%	-
4.2. Foreign currency conversion (currency for currency)	0%	0	20%	-
4.3. Other services	0%	0	20%	-
<b>5. Exercising currency control</b>				
5.1. Reception, contract verification and contract registration		0		50 000

5.2. Reception, verification of additions and changes to the contract with the assigned contract account number		0		50 000
5.3. Verification of documents and acceptance of contracts for currency control that do not require registration		0		50 000
5.4. Issuance of the document copy with the assigned contract account number		0		50 000
5.5. Response to a written request from a client on issues of currency regulation and control		0		50 000
5.6. Removal of a contract from account registration due to transfer to another bank		0		50 000
5.7. Other services		0		50 000
<b>6. Safe operations</b>				
6.1. Safe deposit box rental		0		200 000
6.2. Opening and replacing the lock		0		100 000
6.3. Safe deposit box reservation		0		100 000
6.4. Other services	0%	0	20%	200 000
<b>7. Documentary transactions</b>				
7.1. Advising: letter of credit/guarantees/collection (documentary/net), changes to the terms of the letter of credit/guarantees	0%	0	20%	500 000
7.2. Pre-advising letter of credit	0%	0	20%	500 000
7.3. Advising SWIFT messages on letters of credit/guarantees	0%	0	20%	100 000
7.4. Technical issue of letter of credit/guarantee	0%	0	20%	1 000 000
7.5. Amendments to the terms of the letter of credit/guarantee	0%	0	20%	500 000
7.6. Letter of Credit/Guarantee Confirmation (Risk Fee)	0%	0	20%	1 000 000 000
7.7. Payment under letter of credit/guarantee/collection	0%	0	20%	5 000 000
7.8. Checking letter of credit/guarantee requirements	0%	0	20%	500 000
7.9. Negotiation of bills, acceptance of bills of credit	0%	0	20%	1 000 000 000
7.10. Transferable letter of credit transfer, transfer of changes to the terms of a transferable letter of credit	0%	0	20%	500 000
7.11. Preparation of preliminary text of a letter of credit based on a contract	0%	0	20%	500 000
7.12. Discounting deferred payment/post-financing under a letter of credit (if the Bank confirms the letter of credit)	0%	0	20%	2 000 000 000
7.13. Cancellation of a letter of credit/guarantee before expiration	0%	0	20%	500 000
7.14. Checking documents under the letter of credit (for each package of documents)	0%	0	20%	1 000 000
7.15. Fee for discrepancies in documents under the letter of credit (for each	0%	0	20%	500 000

package of documents with discrepancies)				
7.16. Preparation of documents for export collection (against acceptance and/or payment)	0%	0	20%	500 000
7.17. Change of collection instructions (documentary/net)	0%	0	20%	500 000
7.18. Collection-related inquiries	0%	0	20%	500 000
7.19. Return of unpaid collection documents	0%	0	20%	500 000
7.20. Revocation of a documentary/clean collection order at the client's request	0%	0	20%	500 000
7.21. Processing and sending the request for payment and accompanying documents under the guarantee (if any) by courier service	0%	0	20%	5 000 000
7.22. Acceptance and preparation of letters of credit/collection documents sent by courier service	0%	0	20%	500 000
7.23. Preparation and sending of messages via SWIFT system regarding letters of credit/guarantees/collection	0%	0	20%	500 000
7.24. Other services	0%	0	20%	2 000 000 000
<b>8. Operations for the provision of bank guarantees/counter-guarantees/letters of credit</b>				
8.1. Setting a limit/providing a guarantee/counter-guarantee	0%	0	20%	1 000 000 000
8.2. Issue of bank guarantee/counter-guarantee	0%	0	20%	1 000 000 000
8.3. For using a bank guarantee/counter-guarantee	0%	0	20%	1 000 000 000
8.4. Changing the terms of the CLA/Guarantee/Counter-guarantee (term, amount, etc.)	0%	0	20%	1 000 000 000
8.5. Consideration of issues regarding changing the conditions of the subject(s) of pledge under the Guarantee/Counter Guarantee/Letter of Credit, and when replacing the subject(s) of pledge, replacing the pledgor(s) (except for covered Letters of Credit secured by 100 (one hundred)% money)	0%	0	20%	1 000 000 000
8.6. Changes in other conditions, including those related to the Principal/Applicant, guarantor (guarantor), and for changes in the conditions for fulfilling clauses of special conditions	0%	0	20%	1 000 000 000
8.7. Cancellation/forgiveness/no penalty	0%	0	20%	5 000 000
8.8. Other services	0%	0	20%	5 000 000
<b>9. Lending operations at the expense of the Bank's own funds</b>				
9.1. Loan arrangement: 1) when setting a funding limit 2) when the funding limit increases 3) maintaining the availability of the amount of the unused funding limit	0%	0	20%	2 000 000 000

9.2. Changes in the terms of the CLA/loan provided (changes in the loan repayment schedule, payment date according to the schedule, loan repayment method, loan currency, interest rate, change in the financing term, extension of the availability period)	0%	0	20%	1 000 000 000
9.3. Consideration of issues related to changing the conditions of the subject(s) of collateral for a loan, and when replacing the subject(s) of collateral, replacing the mortgagor(s)	0%	0	20%	1 000 000 000
9.4. Changes in other conditions, including those related to the borrower (co-borrower), guarantor (surety), and for changes in the conditions for fulfilling clauses of special conditions	0%	0	20%	1 000 000 000
9.5. Cancellation/forgiveness/no penalties	0%	0	20%	5 000 000
9.6. Other services	0%	0	20%	300 000
<b>10. Other services</b>				
10.1. Implementation (installation) of the Internet Banking system for remote banking services		0		100 000
10.2. Issuing key media/authentication means for remote banking		0		100 000
10.3. Visit of a Bank specialist at the client's request		0		100 000
10.4. Providing statements of client accounts on paper/electronically, statements via SWIFT system, duplicate statements	0%	0	20%	100 000
10.5. Providing information on Client requests	0%	0	20%	1 000 000
10.6. Providing archival documents for any period of time	-	0	-	100 000
10.7. Issuance of title documents for collateral, at the client's request, without removing the Bank's encumbrances	0%	0	20%	10 000 000
10.8. Transfer confirmation (SWIFT)		0		100 000
10.9. Providing consent to other client requests	0%	0	20%	300 000
10.10. Acceptance and preparation of documents sent by courier service	0%	0	20%	100 000
10.11. Printing out cash order/payment order/payment currency documents at the client's request		0		100 000
10.12. Design of a card with sample signatures and seal impressions		0		100 000
10.13. Providing information about operations and actions related to the services provision in the process of audio servicing based on the client's application		0		100 000
10.14. SMS notification and other notifications about the amounts of incoming/outgoing payments on client accounts	0%	0	20%	100 000

<b>11. Acquiring</b>				
11.1. Conducting transactions in the Bank's acquiring network	0%	0	30%	1 000 000
11.2. POS terminal maintenance		0		300 000
11.3. Registration of a payment organization in the IPS		0		10 000 000
11.4. Other services in acquiring	0%	0	30%	10 000 000
<b>2. Limit values of "Alatau City Bank" JSC for individuals for servicing in branches and via remote service channels</b>				
	minimum		maximum	
	in % of the transaction amount	in nominal terms (in tenge)	in % of the transaction amount	in nominal terms (in tenge)
<b>1. Bank account: opening, maintaining and closing</b>				
1.1. Opening a bank account	0%	0	20%	100 000
1.2. Maintaining a bank account	0%	0	20%	100 000
1.3. Closing a bank account		0		100 000
<b>2. Cash service</b>				
2.1. Acceptance and counting of cash (banknotes) with or without crediting to a bank account / for the purpose of making a transfer without opening an account (intra-bank transfers, external transfers, urgent transfers)	0%	0	20%	-
2.2. Cash withdrawal from a bank account	0%	0	20%	
2.3. Exchange, exchange of banknotes / coins of any denomination. Sorting, recalculation and packaging of cash at the request of the client. Repeated recalculation of cash upon detection of excess, shortage, counterfeit banknotes. Checking of cash currency for its solvency/ authenticity using a detector	0%	0	20%	
2.4. Acceptance for collection of certified bullion bars with examination of the National Bank of the Republic of Kazakhstan	0%	0	20%	1 000 000
2.5. Sale of collectible coins	0%	0	50%	
<b>3. Purchase/sale of non-cash foreign currency</b>				
	0%	0	20%	
<b>4. Transfer operations</b>				
4.1. Intra-bank transfers	0%	0	50%	1 000 000
4.2. External transfers	0%	0	50%	1 000 000
4.3. Review of client applications for transfer services	0%	0	50%	100 000
<b>5. Accepting payments (without opening a bank account/from a bank account)</b>				
5.1. Acceptance and transfer of payments, including but not limited to taxes and other	0%	0	50%	500 000

obligatory payments to the budget (including fees, charges, state duties, etc.), acceptance of payment documents for the purpose of making payments in favor of a legal entity – service provider (payment of commission is carried out by the payer), including payment documents related to contributions to the unified accumulative pension fund, state social insurance fund and social health insurance fund, money transfers in favor of suppliers in the Bank's mobile application				
<b>6. Safe deposit box services</b>				
6.1. Safe deposit box rental		0		1 000 000
6.2. Opening and replacing the lock		0		300 000
6.3. Reserving a safe deposit box		0		100 000
6.4. Other services related to the safe deposit box maintenance		0		100 000
<b>7. Loan transactions</b>				
7.1. Provision of a loan/credit line/credit limit	0%	0	25%	1 000 000
7.2. Loan/credit line/credit limit servicing	0%	0	25%	1 000 000
<b>8. Other services</b>				
8.1. Issuance of certificates, letters and other information, at the request of the client	0%	0	20%	150 000
8.2. Issuance of duplicate bank/financial documents	0%	0	20%	100 000
8.3. Training on cash management issues within the framework of the internship		0		100 000
8.4. VIP banking service		0		1 000 000
8.5. Acceptance of a long-term assignment for execution		0		100 000
8.5. Electronic banking services	0%	0	50%	1 000 000
8.6. Other services	0%	0	50%	1 000 000
<b>9. Transactions with non-blocked metal accounts</b>				
9.1. Opening an unallocated metal account	0%	0	20%	100 000
9.2. Maintaining an unallocated metal account	0%	0	20%	100 000
9.3. Closing an unallocated metal account		0		100 000
9.4. Crediting of refined precious metal (purchase) to an unallocated metal account	0%	0	20%	1 000 000

9.5. Debiting of refined precious metal (sale) from an unallocated metal account	0%	0	20%	1 000 000
<b>3. Limits on payment cards for individuals and business clients for servicing in branches and through remote service channels</b>				
	<b>minimum</b>		<b>maximum</b>	
	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>
<b>1. Bank account using a payment card: opening, maintaining and closing</b>				
1.1. Opening a bank account using a payment card		0		100 000
1.2. Maintaining a bank account using a payment card (including within parameters/package offers)		0		100 000
1.3. Closing a bank account using a payment card	0%	0	20%	100 000
<b>2. Transferring money to a bank account using a payment card, its details, QR, etc.</b>	0%	0	20%	1 000 000
<b>3. Receiving cash from a bank account using a payment card, its details, QR, etc.</b>	0%	0	20%	10 000 000
<b>4. Transfer operations</b>	0%	0	20%	10 000 000
<b>5. Purchase/sale of non-cash foreign currency</b>	0%	0	20%	
<b>6. Payment card service</b>				
6.1. Issue and maintenance (monthly/annually/other terms) of payment card		0		1 000 000
6.2. Reissue/replacement of the payment card		0		1 000 000
<b>7. Non-cash payments by payment cards (its details, QR, etc.) in trade and service enterprises, customs payments, payments on the Internet</b>	0%	0	20%	1 000 000
<b>8. Additional payment card services for individuals and business clients</b>				
8.1. Payment for services via ATM		0		100 000
8.2. Requesting a balance/receiving a mini-statement at bank ATM		0		100 000
8.3. PIN/time code operations (reset the attempt counter, shifts etc.)		0		100 000
8.4. Changing restrictions on payment cards, including changing the daily spending limit		0		100 000
8.5. Blocking/unblocking the main/additional card		0		100 000
8.6. Service SMS-informing on a bank account/PUSH notification, other information		0		100 000
<b>9. Other services</b>	0%	0	10%	1 000 000
<b>4. Tariffs for processing services provided by the Bank's processing system for Partner's payment cards *</b>				

	minimum		maximum	
	in % of the transaction amount	in nominal terms (in USD)	in % of the transaction amount	in nominal terms (in USD)
<b>1. Services to ensure information and technological interaction between settlement participants</b>				
1.1. Opening a standard card scheme, a set of services in the Bank's database (for groups or categories of Partner clients)		0		25
1.2. Changing or deleting a standard card scheme, a set of services in the Bank's database (for groups or categories of Partner clients)		0		23
1.3. Opening a unique code for the Partner's clients on salary projects		0		2
1.4. Changing access rights for Partner employees, per employee		0		5
1.5. Development/configuration of an additional (non-standard) on-screen menu in the Partner's device (ATM payments, messages, etc.), for each on-screen menu		0		45
1.6. Posting a payment to the Partner's card urgently, for each payment on 1 card, at the written request of the Partner (in exceptional cases when remote access to the processing system does not work)		0		3
1.7. Creation of service groups of Partner bank accounts (for each service group)		0		40
1.8. Setting up a standard on-screen menu and/or receipt in the Partner's device (payments from an ATM, messages, etc.) (per menu, per receipt)		0		50
1.9. Maintaining an archive of the Partner's card database (per month)		0		150
<b>2. Transactional operations</b>				
2.1. Routing authorization requests/responses for Partner/Bank cards in the Partner/Bank service network		0		0,01
2.2. Routing authorization requests/responses via Partner's cards in the service network of another bank and through cards of another bank in the Partner's service network		0		0,02
2.3. Operation (1st presentation) performed using the Partner's card		0		0,045
2.4. An operation (1st presentation) performed using a card of another bank on the network		0		0,03
2.5. An operation (1st presentation) performed using a card of another bank in the Partner's service network		0		0,03

2.6. The operation "balance request" on the bank account of the Partner's cardholder in the service network of other banks		0		0,01
2.7. Operation "request a mini-statement" on the bank account of the Bank cardholder		0		0,01
<b>3. Other services</b>		0		
3.1. Connection to the Bank's processing services		0		1 000 000
3.2. Introduction of certification according to the requirements of the IPS		0		100 (man-day)
<b>5. Tariffs for custodial services</b>				
	<b>minimum</b>		<b>maximum</b>	
	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>
<b>1. Transactions on personal accounts</b>				
1.1. Opening a personal account		0		5 000
1.2. Crediting/writing off financial instruments from/to a personal account on the Kazakhstan market (including cancellation of the transaction)		0		1 000
1.3. Crediting/writing off financial instruments from/to a personal account on the international market (including cancellation of the transaction)		0		10 000
<b>2. Other services</b>				
2.1. Asset accounting	0%		1%	
<b>6. Tariffs for brokerage services</b>				
	<b>minimum</b>		<b>maximum</b>	
	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>	<b>in % of the transaction amount</b>	<b>in nominal terms (in tenge)</b>
<b>1. Transactions on personal accounts</b>				
1.1. Opening/closing a personal account for recording securities and other financial instruments	-	0	-	0
1.2. Transfer/withdrawal from a nominee holder of financial instruments	-	5000	-	100 000
1.3. Issuance of reporting documents from a personal account	-	0	-	10 000
1.4. Registration/removal of encumbrance	-	0	-	15 000
<b>2. Transactions with securities on the domestic market with the client's</b>				

<b>participation in initial placements</b>				
2.1. Purchase	0,01	5000	0,1	-
2.2. Sale	0,01	5000	0,1	-
<b>3. Transactions with securities on the domestic market</b>				
3.1. Purchase	0,01	5000	0,2	-
3.2. Sale	0,01	5000	0,2	-
<b>4. Операции с ценными бумагами на внебиржевом рынке</b>				
4.1. Purchase	0,01	5000	0,2	-
4.2. Sale	0,01	5000	0,2	-
<b>5. REPO operations with securities</b>	0,01	5000	0,1	-
	<b>minimum</b>		<b>maximum</b>	
	<b>in % of the transaction amount</b>	<b>in nominal terms (in USD)</b>	<b>in % of the transaction amount</b>	<b>in nominal terms (in USD)</b>
<b>6. Transactions with securities on the international market</b>	0,01	20	1	-

Note:

1. The limit values for which, in accordance with the legislation of the Republic of Kazakhstan, the payment of VAT is provided for, include VAT;
2. The tariff is set for 1 (one) banking transaction.
3. The frequency of tariff collection is determined independently by the authorized body of the Bank.
4. For all tariffs expressed in national currency, the equivalent in foreign currency can be applied (if this does not contradict the requirements of the currency legislation of the Republic of Kazakhstan).
5. Tariffs for transfer operations carried out through transfer systems of partner banks are charged according to the tariffs approved by partner banks within the framework of signed agreements.
6. In some cases, foreign banks charge commissions when conducting client transactions, these commissions are charged to clients in addition to the standard tariff, in the amounts established by correspondent banks.
7. The bank provides banking services if it has a license from an authorized state body to provide a certain banking service.

to the Rules on general terms and conditions of operations  
of “Alatau City Bank” JSC

**Limits for loans provided to legal entities / branches and / or representative offices of a legal entity, individual entrepreneurs, as well as persons engaged in private practice, including persons related to the Bank by special relations / related parties**

<b>Minimum period (days)</b>	<b>Maximum period (months)</b>	<b>Minimum amount (tenge)</b>	<b>Max. amount (tenge)</b>	<b>Min. interest rate (% per annum)</b>	<b>Max. interest rate (% per annum)</b>
1	300	60 000	25% of the Bank's equity capital *	0,5	37

\* but no more than the amounts determined by the requirements of prudential standards

**Limits for loans provided to individuals, including persons related to the Bank by special relations/related parties**

<b>Minimum period (days)</b>	<b>Maximum period (months)</b>	<b>Min. amount (tenge)</b>	<b>Max. amount (tenge)</b>	<b>Min. interest rate (% per annum)</b>	<b>Max. interest rate (% per annum)</b>
1	360	10 000	5% of the Bank's equity capital	0	37

**Limits for accepted deposits (bank deposits) from legal entities, branches and representative offices of legal entities, individual entrepreneurs, as well as persons engaged in private practice, including persons related to the Bank by special relations/related parties**

Types of deposits	Minimum period (days)	Maximum period (months)	Min. amount				Max. amount (tenge)	Min. interest rate (% per annum)	Max. interest rate (% per annum)
			tenge	US dollars	Euro	Russian rubles			
Savings	1	480	1 000	5	5	500	25% of the Bank's equity capital	0	35%
Time deposits		before the occurrence of circumstances specified in the bank deposit agreement	0						
Conditional deposits									
Poste restante		no limits							

**Limits for accepted deposits (bank deposits) from individuals, including persons related to the Bank by special relations/related parties:**

Types of deposits	Minimum period (days)	Max. term (months)	Min. amount				Max. amount (tenge)	Min. interest rate (% per annum)	Max. interest rate (% per annum)
			tenge	U.S. dollars	Euro	Russian rubles			
Savings	1	240	1	1	1	1	25 % of the Bank's equity capital	0	35%
Time deposits		before the occurrence of circumstances specified in the bank deposit agreement	0						
Conditional deposits									
Poste restante		no limits							

**Limits for current accounts of Clients, including related parties / persons connected with the Bank**

Type of account	Min. term (days)	Min. term (months)	Min. amount	Max. amount	Min. interest rate (% p.a.)	Max. interest rate (% p.a.)
Current account	1	Unlimited	0	up to 10% of the Bank's equity	0%	1%

**Deadlines for making a decision on the provision of banking and other services within the framework of the “Rules on general conditions for conducting operations” (in business days)**

Type of service	Minimum	Maximum
<b>1. Opening and closing bank accounts of individuals and legal entities</b>	0	30
<b>2. Opening and closing correspondent accounts of banks and organizations carrying out certain types of banking operations</b>	0	5
<b>3. Opening and closing metal accounts of individuals and legal entities</b>	0	5
<b>4. Accounting operations: accounting (discount) of bills and other debt obligations</b>		
- individuals	0	10
- legal entities	0	10
<b>5. Borrowing operations</b>		
- individuals	0	60
- legal entities	0	60
<b>6. Opening (issuance) of a letter of credit covered letter of credit</b>		
- individuals	0	3
- legal entities	0	3
<b>uncovered letter of credit</b>		
- individuals	0	20
- legal entities	0	20
<b>7. Issuance of bank guarantees providing for execution in cash</b>		
- legal entities	0	60
<b>8. Issuance of bank guarantees</b>		
- individuals	0	30
- legal entities	0	60
<b>9. Issue and replacement of payment cards</b>		
- individuals	0	30
- legal entities	0	30
<b>10. Acquiring services</b>		
- individuals	0	60
- legal entities	0	60
<b>11. Processing services</b>		
- legal entities	0	60
<b>12. Custodial services</b>		
- legal entities	0	60
<b>13. Brokerage services</b>		
- legal entities	0	60
- individuals	0	60

**Corridor of conditions for bank deposits**

<b>Meaning</b>	<b>Conditions</b>
<b>Client Profile</b>	<ul style="list-style-type: none"> <li>• Individuals, aged from 0 to - no restrictions</li> <li>• Business clients</li> </ul>
<b>Deposit type</b>	Term/Savings/Savings/Conditional/Demand
<b>Currency</b>	Tenge/ other currencies
<b>Remuneration rates</b>	In accordance with Annex 2 to the Rules
<b>Minimum amount</b>	
<b>Maximum amount</b>	
<b>Term</b>	
<b>Minimum balance</b>	From 0 to 100% of the deposit amount
<b>Interest payment</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• to the current account;</li> <li>• savings account</li> </ul>
<b>Periodicity of interest payment</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• daily;</li> <li>• weekly;</li> <li>• monthly;</li> <li>• quarterly;</li> <li>• annually;</li> <li>• at the end of the deposit term/on the deposit maturity date;</li> <li>▪ payment in advance</li> </ul>
<b>Additional contributions (deposit replenishment option)</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• provided;</li> <li>• not provided for</li> </ul>
<b>Partial withdrawal (return) of the deposit</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• provided;</li> <li>• not provided for</li> </ul>
<b>Extension</b>	In accordance with the terms of the bank deposit agreement: <ol style="list-style-type: none"> <li>1) allowed/provided;</li> <li>2) not allowed/not provided for</li> </ol>
<b>Number of extensions</b>	from 0 to unlimited number of times
<b>Full early withdrawal (return) of the deposit (conditions for early termination of the agreement)</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• provided;</li> <li>• not provided for</li> </ul>
<b>Interest rate in case of recalculation of interest due to early termination</b>	from 0% to 100% of the amount to be recalculated
<b>Deposit return</b>	In accordance with the terms of the bank deposit agreement: <ul style="list-style-type: none"> <li>• early;</li> <li>• upon completion of the deposit term;</li> </ul>

	<ul style="list-style-type: none"> <li>upon occurrence of circumstances stipulated in the deposit agreement;</li> <li>at the first written request</li> </ul>
<b>Penalties (forfeit, penalty) for untimely replenishment of the deposit-guarantee amounts to its initial amount</b>	from 0 to 3% (of the replenishment amount)

#### Corridor of conditions for payment cards

Parameters	Terms	
<b>Currency</b>	tenge/ other currencies	
<b>Bonus program /Cash back</b>	provided/not provided	
<b>Client Profile</b>	Individuals, from 0 – no restrictions Business clients	
<b>Interest rate</b>	from 0% to 1% per annum	
<b>Interest payment</b>	to the current account to which the payment card is linked In accordance with the terms of the bank service agreement (relevant product passport):	
<b>Frequency of interest payment</b>	<ul style="list-style-type: none"> <li>daily;</li> <li>weekly;</li> <li>monthly;</li> <li>quarterly;</li> <li>annually</li> </ul>	
<b>Card expiry date</b>	1 day	60 months
<b>Penalty for allowing an overdraft (overspending) on a bank account using a payment card (in annual effective terms), based on the overdraft amount</b>	0%	56%
<b>Bonus amount <sup>3</sup>, based on transaction amount</b>	0%	100%
<b>Cashback amount <sup>4</sup>, based on the transaction amount</b>	0%	100%
<b>Converting bonuses to tenge</b>	0%	100%

#### Corridor of conditions for transfers to individuals without opening an account

Values	Conditions
<b>Currency</b>	<i>tenge/other currencies</i>
<b>Minimum sending amount</b>	<i>1 conventional unit of any currency</i>
<b>Maximum sending amount</b>	<i>no more than 25% of the Bank's equity capital, subject to the restrictions established by the legislation of the Republic of Kazakhstan</i>
<b>Country of receipt of the transfer</b>	<i>Kazakhstan/other countries</i>

<sup>3</sup> Bonuses - a conventional unit credited by the Bank at the expense of the Bank for making non-cash payments using a payment card, incl. as part of loyalty programs

<sup>4</sup> Cashback - refund to the client of a portion of the amount, expressed in monetary terms, from a non-cash payment made using a payment card.

**Corridor of conditions for exchange transactions with non-cash foreign currency**

<b>Values</b>	<b>Conditions</b>
<b>Currency</b>	tenge/other currencies
<b>Penalty for refusal to convert foreign currency before the Bank performs a transaction</b>	in % of the transaction amount: from 0% to 20%

**Corridor of conditions for safe operations**

<b>Values</b>	<b>Conditions</b>
<b>Penalty for violation of contract terms</b>	From 0% to 20% of the amount to be paid From 0 tenge to 500,000 tenge

**Conditions corridor for unallocated metal accounts**

<b>Values</b>	<b>Conditions</b>
<b>Product name</b>	Unallocated metal account (hereinafter– UMA) for accounting for refined precious metal (hereinafter – RPM).
<b>Client Profile</b>	Individuals, ages 0 to unlimited
<b>Type of RPM</b>	Gold
<b>Unit</b>	1 troy ounce (31.1035 grams)
<b>Minimum Purchase/Sale lot of RPM</b>	0,01 troy ounce
<b>Monetary unit for purchase/sale transactions of RPM</b>	Kazakhstani tenge (KZT)/US Dollars (USD)/Euro (EUR)/Russian Rubles (RUR)
<b>Period of placement</b>	from 1 month to – unlimited
<b>Closing conditions</b>	At the initiative of the client / at the initiative of the Bank, incl. in case of no movements on the account from 0 to 5 years
<b>Enrollment/Purchase of RPM on UMA</b>	At the request of Client RPM purchases are completed from 1 to 5 business days
<b>Writing off RPM from UMA</b>	At the request of Client RPM purchases are completed from 1 to 5 business days

**A corridor of conditions for the purchase/sale of foreign currency, refined precious metal, including bullion for the Private Banking segment**

<b>Values</b>	<b>Conditions</b>
<b>Margin for the purchase/sale of US dollars at an individual exchange rate</b>	from 0.1 to 0.6 tenge to the applied rate
<b>Margin for the purchase/sale of Euro at an individual rate</b>	from 0.1 to 0.8 tenge to the applied rate
<b>Margin for the purchase/sale of Russian rubles at an individual exchange rate</b>	from 0.1 to 0.05 tenge to the applied rate
<b>Margin for buying/selling at other Currencies at an individual rate</b>	from 0.1 % to 4.5 % of the applied rate in tenge
<b>Margin for the purchase/sale of RPM, including in bullion</b>	from 0.1 % to 7.0 % of the applied rate in tenge

**Note:**

\*The corridor of conditions under which VAT is provided for in accordance with the legislation of the Republic of Kazakhstan includes VAT.