

BANK DEPOSIT AGREEMENT
of an individual, Private Banking client

GENERAL

This Bank Deposit Agreement of Private Banking client (hereinafter referred to as the Agreement) determines the terms and procedure of rendering deposit services by “Alatau City Bank” Joint Stock Company (hereinafter referred to as the Bank) for individuals (hereinafter referred to as the Client) in accordance with the legislation of the Republic of Kazakhstan (hereinafter referred to as the RK) and internal documents of the Bank, and also determines rights, obligations, responsibility of the Parties as well as other features of legal relationship between the Bank and the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) (as defined below).

This Agreement shall replace the Bank Deposit Agreement of an individual, Private Banking client, approved by the Management Board of the Bank (Minutes No. 70-23 dated 23.06.2023) and the Board of Directors of the Bank (decision No. 10/07/23-01 dated 10.07.2023)¹ from the date specified in the notice(s) sent to the Client, Depositor (Depositor - in case the Depositor places a Deposit in favor of the Client) in accordance with the terms and conditions of the said Bank Deposit Agreement of an individual, Private Banking client.

The Client, the Depositor (in the case of placing a deposit by a third party in favor of the Client) and the Bank in the Agreement are jointly referred to as "Parties" and individually as "Party".

The Bank is a member of the mandatory deposit insurance system, which is confirmed by Certificate No. 16 dated 02.04.2021. Money placed on a savings account (hereinafter - the Account) shall be subject to mandatory guarantee only in cases stipulated by the legislation of the RK.

Obligations of the Bank to return the balance of money on the Account, in case of forced liquidation of the Bank shall be the subject of compulsory guarantee of deposits in accordance with the legislation of the RK.

The organization performing the mandatory deposit insurance is the "Kazakhstan Deposit Insurance Fund" JSC (hereinafter - the KDIF). Payment of the deposit coverage is made by KDIF through the agent banks selected from the preliminary list of agent banks for the payment of the deposit coverage. The payment shall be made in the amount and in accordance with the procedure established by the legislation of the Republic of Kazakhstan and in accordance with the requirements of the KDIF in accordance with Annex 3 to the Agreement.

In the event of changes in the terms of guarantee in connection with changes in the legislation of the RK and changes made by KDIF, the Bank shall have the right to apply to the Agreement the accepted terms of guarantee.

The Agreement is an accession agreement concluded in accordance with the provisions of Article 389 of the Civil Code of the RK, whose terms and conditions are uniform for all Clients and may be accepted by the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client) not otherwise than by adherence to the Agreement in general on the basis of the Declaration of accession to the Agreement (hereinafter - the Declaration of accession) (Annex 1

¹ Earlier Bank Deposit Agreement of an individual, Private Banking client, approved by the Management Board of the Bank (Minutes No. 70-23 dated 23.06.2023) and the Board of Directors of the Bank (decision No. 10/07/23-01 dated 10.07.2023) replaced the Bank Deposit Agreement of an individual, Private Banking client, approved by the Management Board of the Bank (Minutes No. 9-22 dated 28.01.2022) and the Board of Directors of the Bank (Minutes No. 25/02/22-01 dated 25.02.2022).

and Annex 2 to the Agreement), signed by the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) on paper or electronically through the software (electronically via software if the Bank has the technical capability) installed on a mobile device (smartphone, tablet PC, etc.), providing access to electronic banking services of the Bank (hereinafter - mobile application), "Internet banking" system to the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client). Information about the Bank and the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) shall be specified in the Declaration of accession. At that, the Declaration of accession and the Agreement are a single document from the moment of acceptance by the Bank, submitted by the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) and accepted by the Bank of the Declaration of accession.

By signing the Declaration of accession the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) agrees and confirms that:

1) has read, understood and accepted the Agreement conditions in full without any comments and objections, undertakes to fulfill the Agreement conditions in time and in full, understands and accepts possible unfavorable consequences of their non-fulfillment and/or improper fulfillment;

2) The Agreement does not contain any terms and conditions onerous to the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client), which he/she, based on his/her reasonably understood interests, would not accept;

3) The Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) may not refer to the absence of his/her signature on the Agreement as evidence that the Agreement was not read/understood/accepted, if the Bank has a Declaration of accession signed by the Client, the Depositor (in the case of placing the Deposit in favor of the Client by a third party);

4) all provisions of the Agreement fully correspond to the interests and expression of will of the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client);

5) the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) have complied with all the procedures required to enter into the Agreement and to open a savings bank account;

6) all information provided by the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) for the purposes of the conclusion and execution of the Agreement is/will be true, complete and accurate;

7) the conclusion of the Agreement and the execution of its terms, including the opening of a bank deposit under the Agreement, will not violate and will not lead to the violation of any provision of the legislation of the RK and/or the legislation applicable to the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client).

All annexes to the Agreement (if any), applications accepted by the Bank from the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) within the services provided by the Bank shall be an integral part of the Agreement, unless otherwise specified in the text of the annex, applications.

1. Subject of the Agreement

1.1. Based on the Agreement concluded between the Bank and the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) by signing the Declaration of accession, the Bank agrees to open an Account in the name of the Client and accept from the Client (and/or Depositor - in case the Depositor places a Deposit in favor of the Client) money to the Account (hereinafter - Deposit), to pay the Deposit interest in the amount and manner prescribed by the Agreement and return the Deposit in accordance with the terms of the Agreement.

1.2. The name, type of the Deposit, amount, currency, term of the Deposit, interest rate, annual effective interest rate, account number and other terms and conditions of the Deposit are specified in the Declaration of accession.

1.3. Participation of each Party in the Agreement does not have priority over other bank deposit agreements and does not limit the rights of participation of the Parties in other agreements.

1.4. On the basis of agreements concluded between the Client and the Bank, the Bank

provides electronic banking services, information about which is placed on the website of the Bank (www.alataucitybank.kz) or in a place accessible to the Client in the premises of the Bank (operating subdivisions). Contact phone numbers and addresses for contacting the Bank regarding the provision of electronic banking services are posted in the premises of the Bank (operating subdivisions) and on the website of the Bank (www.alataucitybank.kz) in a place accessible to the visibility of the Client.

2. Terms of opening, maintaining and closing the account

2.1. The Deposit shall be deemed accepted on the day it is credited to the Account at the option of the Client (Depositor - in case the Depositor places a Deposit in favor of the Client) in accordance with the Declaration of accession by:

2.1.1. transfer of the Deposit amount from the current account with the Bank. When choosing this condition, by signing the Declaration of accession the Client (Depositor - in case the Depositor places a Deposit in favor of the Client) gives the Bank the consent (right) to transfer the amount of Deposit by the Bank on the day of opening of Account from the current account of the Client (Depositor - in case the Depositor places a Deposit in favor of the Client) specified in the Declaration of accession, in the amount specified in the Declaration of accession, to be credited to the Account. In this case, no additional consent/confirmation/indication on the part of the Client (Depositor - in case the Depositor places a Deposit in favor of the Client) is required.

2.1.2. The Client shall pay the Deposit in cash to the Account. If this condition is chosen, the Client (the Depositor - in case the Depositor places a Deposit in favor of the Client) shall make the Deposit on the date of opening of the Account.

2.2. Countdown of the Deposit period begins from the date of crediting the Deposit to the Account.

2.3. The Account shall be maintained by the Bank in accordance with the laws of the RK and the internal documents of the Bank.

2.4. The Bank pays remuneration on the Deposit in the amount and according to the procedure stipulated by the Agreement and Declaration of accession.

2.5. When carrying out transactions on the Account in foreign currency, the transactions shall be performed in accordance with the exchange rate set by the Bank at the time of the transactions.

2.6. Information on payment services under the Agreement is available on the Internet resource of the Bank at the address: www.alataucitybank.kz.

2.7. The interest rate specified in the Declaration of accession is fixed for the entire term of the Deposit, except for the cases stipulated by the legislation of the RK.

2.8. Interest on the Deposit shall be accrued daily starting from the day of crediting of the Deposit to the Account, based on a base of 360 days in a year and 30 days in a month, at that, the day of provision of the Deposit and the day of return of the Deposit shall be taken as one day.

2.9. Payment of interest accrued on the Deposit shall be made in accordance with the terms of the Agreement and Declaration of accession with withholding of income tax (hereinafter - IT), collected from a non-resident Client (Depositor in case the Client waives his rights under the Agreement) at the source of payment in accordance with the laws of the RK (if such withholding is provided for by the laws of the RK).

2.10. In the event of early termination of the Agreement, the Bank shall return the Deposit amount in the manner and on the terms established by the laws of the RK, the Agreement and the Declaration of accession.

2.11. If before the moment of early withdrawal of the Deposit the Client received interest on the Deposit, The Bank shall recalculate the remuneration at the rate according to the Declaration of accession, the amount of overpaid remuneration shall be withheld by the Bank from the Deposit amount, and in the absence of the required amount from any bank accounts of the Client/Depositor (in case the Client waives his/her rights under the Agreement) opened with the Bank. At the same time, the Bank recalculates the amount of the IT by the difference between the amount of the

previously withheld IT and the amount of the IT to be withheld in connection with the recalculation of the interest on the Deposit.

2.12. Payment of interest shall be made in accordance with the terms and conditions of the Deposit to the current account of the Client (of the Depositor in case the Client waives his/her rights under the Agreement)/current account of the Client (of the Depositor in case the Client waives his/her rights under the Agreement) using a payment card² or monthly capitalization. Return of the Deposit amount shall be made to the current account of the Client (of the Depositor in case the Client waives his/her rights under the Agreement)/current account of the Client (of the Depositor in case the Client waives his/her rights under the Agreement) with the use of payment card³.

2.13. If the terms of the Agreement and Declaration of accession provide for automatic extension (prolongation) of the Deposit, the terms of the Deposit from the date of extension of the Deposit are set in accordance with the terms of the Deposit established by the Bank and effective on the date of extension (prolongation) of the Deposit. At that, the Deposit is placed for the same period, the interest during the specified period is accrued on the amount of the Deposit at the rate effective in the Bank for this type of Deposit on the date of extension, unless otherwise provided by the terms of the Agreement and the Declaration of accession.

2.14. If the Client under the Agreement is a minor, the issuance of the Deposit or part thereof to him/her shall be made taking into account the restrictions established by the legislation in force.

2.15. Minors aged from 14 (fourteen) to 16 (sixteen) years old, who have provided a birth certificate as an identity document, shall perform transactions on the savings account only in the presence of their legal representatives in order to confirm the identity of the minor Client.

2.16. The amount of accepted Deposit (including additional contributions, if any) must not exceed the maximum amount, if it is defined in the conditions reflected in the Declaration of accession. The Bank has the right to refuse to credit money or accept cash to the Account, if the amount of Deposit exceeds the maximum amount of the Deposit.

2.17. Return of the Deposit at the expiration of the Deposit shall be made no later than the business day following the day of expiration of the Deposit.

2.18. Return of the Deposit shall be made in the same currency, unless otherwise stipulated by the legislation of the RK or agreement of the Parties.

2.19. The Deposit shall be deemed returned from the date of withdrawal/return of the Deposit amount and accrued interest on it from the Account. The day of acceptance of the Deposit and the day of its return shall be considered as one day.

2.20. The Account shall be closed in case of full return of the Deposit not later than 5 (five) business days from the date of return of the Deposit, except for the cases of extension (prolongation) of the Deposit (if provided for in the Deposit terms) or when closing of the Account is not allowed for the reasons provided for by the legislation of the RK.

2.21. If the Bank sends a notice on return of the full amount of the Deposit due to the termination of acceptance of money by the Bank for a particular type of Deposit, further automatic extension of the Deposit is not made, the Deposit shall be valid until its expiration date (and if the Deposit term was automatically extended - until the end of the last extension).

3. Rights and obligations of the Client

3.1. The Client/ Depositor (in terms of clauses 3.1.6. and 3.1.8.) is entitled to:

3.1.1. Independently manage the money on the Account in the manner prescribed by the Agreement, except for the cases stipulated by the legislation of the RK.

3.1.2. Use all forms of non-cash settlements, established by the banking legislation of the RK, as well as perform cash transactions in accordance with the procedure and on conditions, established by the legislation of the RK, internal documents of the Bank and the Agreement.

3.1.3. Give instructions to the Bank on conducting transactions on the Account within the

² to the current account of the Client specified in the Declaration of accession / to any current account of the Depositor (in case the Client waives his/her rights under the Agreement)

³ to the current account of the Client specified in the Declaration of accession / to any current account of the Depositor (in case the Client waives his/her rights under the Agreement)

limits of the balance of money on the Account, if it is stipulated by the terms and conditions of the Deposit during the operational day established by the Bank.

3.1.4. Get acquainted with the Tariffs of the Bank.

3.1.5. Receive the Deposit and the accrued interest on it on conditions, in the amount and according to the procedure specified in the Agreement.

3.1.6. Receive statements, statements of Account status.

3.1.7. Demand the Deposit in full according to the procedure and on the terms and conditions stipulated by the Agreement.

3.1.8. Replenish the Deposit and partially withdraw money from the Deposit (if it is provided for by the terms and conditions of the Deposit) on the terms and conditions stipulated by the Agreement and the Declaration of accession.

3.1.9. Bequeath the Deposit and entrust the management of the Deposit, including the accrued interest, to third parties in accordance with the current legislation, subject to the conditions set forth in the Agreement.

3.1.10. Open the Account at the Bank branch or through remote service channels (mobile application, Internet banking) (if technically possible for the Bank) by signing the relevant application by all means (including methods of identification) stipulated by the Agreement and other agreements on the provision of electronic banking services concluded between the Bank and the Client.

3.1.11. Apply to the Bank with an application or via a mobile application to issue an electronic digital signature (hereinafter - EDS).

3.1.12. Use EDS to sign documents when receiving electronic banking services, except for cases when it is necessary to appear (be present) at the Bank branch.

3.2. The Client/Depositor undertakes to (in terms of clauses 3.2.2., 3.2.3., 3.2.15.):

3.2.1. Not to carry out transactions on the Account related to entrepreneurial activity, notarial activity, lawyer activity, activity on execution of enforcement documents, activity on settlement of disputes by mediation.

3.2.2. Provide duly executed documents required by the Bank in accordance with the legislation of the RK, including those required for the Bank to meet the requirements of the Law of the RK "On Anti-Money Laundering and Counter-Terrorist Financing", internal documents of the Bank and the Agreement for opening an Account, including the relevant document exempting from withholding of income tax from the amount of remuneration paid to the Client in accordance with the tax laws of the RK and, if necessary, to carry out transactions on the Account, as well as to collect, process and transfer data/personal data of the Client to the tax authorities of the United States (Internal Revenue Service) in accordance with the requirements of the United States Foreign Account Tax Compliance Act (FATCA), including through authorized government agencies of the RK, as well as in accordance with the requirements of the Multilateral Agreement of Competent Authorities for the Automatic Exchange of Financial Account Information under the Common Reporting Standard (CRS).

3.2.3. In case of change of residence, change of surname, name, patronymic (if it is specified in the identity document), change of identity documents, telephone numbers, contact information used for communication with the Client/Depositor and the method of communication, as well as other changes relevant to the execution of the terms of this Agreement, notify the Bank of such changes within 7 (seven) working days from the date of registration of such changes, notifying the Bank in writing or by other means of communication agreed upon by the Parties and provide original documents or copies of documents confirming the relevant changes/additions. The Client/Depositor shall be responsible for any consequences of failure to notify and/or untimely notification of the Bank regarding performance of this Agreement.

3.2.4. Give instructions to the Bank on execution of transactions on the Account, not contradicting the laws of the RK and the terms and conditions of the Deposit with presentation of duly executed documents in accordance with the laws of the RK and the Agreement.

3.2.5. In cases of early withdrawal of the Deposit in accordance with the procedure stipulated by the Agreement and the Declaration of accession, provide the Bank with a written

application for return of the Deposit in the form established by the Bank, before the expected date of termination of the Agreement:

- a) for fixed-term deposits within 7 (seven) calendar days;
- b) for savings deposits in case of full repayment within 30 (thirty) calendar days.

3.2.6. Early termination of the Agreement in the manner and on the terms and conditions provided for by the Agreement and the Declaration of accession. At that, previously accrued and paid interest before the date of early withdrawal of the Deposit is recalculated by the Bank unilaterally (the amount of excessive interest is withheld from the Deposit amount) and paid in the amount specified in the Declaration of accession.

3.2.7. In case of insufficiency of the Deposit amount, if the Bank withholds the difference between the amounts of accrued and paid interest in accordance with the terms of the Agreement, to pay the missing amount to the Bank by depositing cash to the bank account opened in the Bank.

3.2.8. When granting the right to third parties to dispose of the Account, provide the Bank with the original power of attorney. In case of early termination of the powers of the persons authorized to dispose of the Account on the basis of the Power of Attorney, to notify the Bank within 1 (one) business day in writing and submit the original documents confirming such changes. Otherwise, the Bank shall not be responsible for the actions of the persons authorized to dispose of the Account on the basis of the Power of Attorney.

3.2.9. Execute instructions on execution of transactions on the Account by the Bank, in accordance with the requirements of the legislation of the RK and the Bank, and to provide them within the operational day established by the Bank.

3.2.10. After execution of the payment document, determine the correctness of such execution and, in case of its erroneous execution, notify the Bank on the detected error within 3 (three) operational days after detection of execution of erroneous payment, but not later than 3 (three) years from the date of execution of erroneous instruction or unauthorized payment and (or) money transfer. In the notice of erroneous payment, the Client shall specify the details of the payment document and the erroneous details detected by him/her.

3.2.11. Pay for the services of the Bank under the Agreement in the amount and according to the procedure established by the Tariffs of the Bank in force at the time of the transaction, simultaneously with the execution of the relevant transaction on the Account by depositing cash to the Bank cash desk or providing the amount of money necessary to pay the Tariffs on the Account.

3.2.12. Find out about changes in the Tariffs, interest rates (when prolonging), changes and amendments to the Agreement on the website of the Bank ([www:alataucitybank.kz](http://www.alataucitybank.kz)) independently.

3.2.13. When requesting the Deposit through the cash desk of the Bank to provide the identity document of the Client.

3.2.14. Make conversion of the Deposit if it is stipulated by the terms and conditions of the Deposit within the operational day specified by the Bank.

3.2.15. On the day of opening of the Account, deposit/transfer the Deposit amount specified in the Declaration of accession to the Account. If the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) fails to deposit/transfer the Deposit amount on the day of opening of the Account, the Agreement shall be deemed not concluded and the Account shall be automatically closed.

3.2.16. Comply with the condition on the minimum Deposit balance within the terms and conditions of the Deposit reflected in the Declaration of accession.

3.2.17. Not to transfer to third parties access to means of identification (unique attribute of the Client, allowing to distinguish it from other clients, i.e. to identify), identifiers and corresponding authenticators (secret information, unique items, physical characteristics or their combinations, allowing to confirm the identity of the Client and (or) authenticate the operation, i.e. to authenticate), used for Client identification and authentication when performing remote access system entry and when providing e-banking services.

3.2.18. Ensure the safety and security of identification tools, identifiers and corresponding authenticators for identification and authentication of the Client when logging in to the remote access system and when providing e-banking services.

3.2.19. Be responsible for the documents signed with the means of identification when receiving electronic banking services.

3.2.20. In case of loss/theft of the means of identification, identifiers and their respective authenticators for identification and authentication of the Client, immediately notify the Bank thereof, but not later than one hour from the detection of the loss/theft of the means of identification.

4. Rights and obligations of the Bank

4.1. The Bank is entitled to:

4.1.1. Request any documents stipulated by the legislation of the RK and internal documents of the Bank for opening of the Account, as well as necessary additional documents when carrying out operations on the Account and providing other banking services.

4.1.2. Initiate amendments and/or additions to the Tariffs by posting information on the website of the Bank ([www:alataucitybank.kz](http://www.alataucitybank.kz)) not later than 5 (five) business days prior to the effective date of such amendments and/or additions.

4.1.3. The failure of the Client to submit to the Bank a statement of non-acceptance of changes and/or additions to the Tariffs of the Bank within 5 (five) business days from the date of informing the Client about the changes and/or additions to the Tariffs, means the consent of the Client to the new Tariffs, which are put into effect from the date of expiration of the period of informing the Client about the changes and/or additions to the Tariffs.

4.1.4. Use the balance of money on the Account in accordance with the banking practice until the moment of claiming the money by the Client (Depositor - in case the Client waives the rights in respect of the Deposit).

4.1.5. Withdraw (write-off) money from the Account as instructed by third parties in accordance with the requirements of the legislation of the RK.

4.1.6. Withdraw (write-off) money from any bank accounts of the Client (Depositor - in case the Client waives the rights in respect of the Deposit) opened with the Bank, without prior notice and without his/her consent on the basis of the Agreement in the cases:

a) withholding the amount of commission for the provided services under the Agreement in accordance with the current Tariffs;

b) withholding of the amount of excessively accrued and paid by the Bank remuneration, according to the results of recalculation in case of acceleration of the Deposit;

c) establishment of the fact of falsification of payment documents, in the presence of supporting documents;

d) establishment of the fact of erroneous crediting of money to the Account.

4.1.7. Refuse to execute the payment document of the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) if the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) fails to provide documents and information required by the Bank to perform its functions; submit payment documents completed and submitted in a form that does not meet the requirements established by the legislation of the RK and internal documents of the Bank; if the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) does not provide the amount of money required to make the payment / transfer; if the payment document contains signs of forgery, in case of non-compliance with other requirements established by the legislation of the RK and/or the terms and conditions of the Agreement.

4.1.8. Refuse to conduct transactions, suspend debit transactions on the Account in the cases and manner, stipulated by the legislation of the RK in the sphere of counteraction to legalization (laundering) of proceeds from crime and terrorist financing.

4.1.9. Terminate business relations with the Client (Depositor - in case the Depositor places a Deposit in favor of the Client) if it is impossible to verify the reliability of the information provided by the Client/Depositor or if the Client/Depositor fails to provide information and data necessary to update data on the Client (its representative)/Depositor, as well as in case of suspicions in the course of servicing the Client/Depositor that business relations are used by the Client/Depositor for the purpose of legalization (laundering) of proceeds of crime or terrorist financing, stipulated by the legislation of RK in the sphere of combating legalization (laundering) of proceeds of crime and

terrorist financing (hereinafter - the AML/CFT Law).

4.1.10. To carry out enhanced control measures by means of in-depth study of operations, sources of origin of money for implementation/financing of operations, to request from the Client/Depositor any documents and information necessary for provision of services and verification of compliance of operations conducted by the Client/Depositor with norms/requirements of the Bank's internal documents, the current legislation of the Republic of Kazakhstan, including the requirements of the legislation of the Republic of Kazakhstan on combating legalization (laundering) of proceeds of crime and terrorism financing; and The Bank shall be entitled, without obtaining additional consent of the Client/Depositor, to provide correspondent banks and other financial institutions, including cross-border transfer (i.e. transfer to the territory of foreign countries), with any information received from the Client/Depositor, including for the purposes of proper provision of banking services at the Client's instruction, as well as to send information on suspicious transactions of the Client/Depositor to the authorized financial monitoring body. At the same time, the Bank shall not be liable for non-execution/untimely execution of the Client's instructions/operations under the Agreement, resulting from the Bank's application of the above measures and/or decisions taken by the authorized body for financial monitoring/Bank on the basis of the measures taken (as a result of such measures).

4.1.11. Suspend transactions of the Client/Depositor, as well as refuse to perform the transaction, if the transaction, including with the use of correspondent accounts of the Bank opened in banks of foreign countries, is prohibited by restrictions established by the legislation of the RK, legislation of such foreign countries, acts of international organizations (including the United Nations), international sanctions, decisions of courts and other competent authorities of foreign states, or if the party/beneficiary of the transaction is a person included in the list of persons subject to international sanctions or sanctions of foreign states.

4.1.12. Refuse to provide banking services in cases where:

a) data of the Client/Depositor and/or any of the authorized persons of the Client/Depositor coincide with the data of persons specified in the list of persons involved in money laundering and terrorist financing, similarly, if they are in the list of fraudsters or pseudo entrepreneurs;

b) the country of residence of the Client/Depositor coincides with the list of countries, to which sanctions or other restrictions are imposed, making cooperation with the Bank unacceptable/desirable, or where the anti-money laundering and counter-terrorist financing policy is not duly implemented;

c) The Client/Depositor for unreasonable reasons fails to provide the information related to his/her identification or transactions conducted by him/her, the availability of which is mandatory in accordance with the requirements of the laws of the RK, international requirements, internal documents of the Bank.

4.1.13. Terminate the business relations with the Client/Depositor in case of impossibility to check the reliability of the information provided by the Client/Depositor or failure of the Client/Depositor to provide the information and data required to update the data on the Client (his/her representative)/Depositor, as well as in case of suspicion in the process of servicing the Client/Depositor that the business relations are used by the Client/Depositor for the purposes of money laundering or financing of terrorism.

4.1.14. Terminate business relations with the Client/Depositor, without prior notice to the Client/Depositor and unilaterally extrajudicially withdraw from the Agreement in part or all Annexes to it, close the Account(s), thus terminating the maintenance and servicing of the Account(s), in case of violation by the Client of the legislation of the RK, failure by the Client/Depositor to perform their obligations related to the availability of the account in the Bank, formation of a negative balance on the account, bankruptcy or liquidation of the Client, criminal prosecution of the Client/Depositor or attracting the Client's funds. Terminate business relations with the Client/Depositor, without prior notice to the Client and unilaterally without a court order to refuse to fulfill the Agreement in part or all of its Annexes, close the Account(s), thus terminating the maintenance and servicing of the Account(s), in case of violation by the Client of the legislation of the RK, default by the Client/Depositor of its obligations related to the account in the Bank,

formation of a negative balance on the account, bankruptcy or liquidation of the Client, criminal prosecution, international prosecution of the Client/Depositor, if the Client/Depositor is subject to any sanctions or restrictions imposed by foreign/international/national organizations, including but not limited to FATF, OFAC, UN, if the Bank suspects (and the Bank does not have to justify and prove its suspicions) that the Client/Depositor participates in terrorist and/or money laundering activities and/or carries out any other activities, which entails or may entail criminal prosecution of the Client/Depositor and/or other conditions, which may, in the opinion of the Bank, have any negative consequences for the Bank.

4.1.15. Refuse to execute the Agreement on the grounds and in the manner prescribed by the Law of the RK "On Payments and Payment Systems". The Bank shall notify the Client/Depositor by phone/send a notice of withdrawal from the Agreement (in full) electronically or by mail (at the discretion of the Bank) to the address of the Client/Depositor within three business days from the date of the decision. The Agreement shall be deemed terminated from the date specified in the notice, and no agreement between the Parties on termination of the Agreement shall be required. Unilateral withdrawal from the Agreement shall not be allowed in cases established by the Law of the RK "On Payments and Payment Systems".

4.1.16. Suspend debit transactions on the Account of the Client on the basis of information of the authorized state body performing financial monitoring and taking other measures to counteract legalization (laundering) of proceeds of crime and terrorist financing, on inclusion of the Client and/ or the beneficial owner of the Client in the list of organizations and persons connected with financing of terrorism and extremism in accordance with the AML/CTF Law.

4.1.17. Close the Account unilaterally and return the Deposit amount (if any) early if the Deposit amount as a result of its withdrawal by the Client/Depositor (by the Depositor in case of the Client's waiver of rights in respect of the Deposit), becomes less than the minimum deposit amount (minimum balance) (if the minimum balance clause is provided), with recalculation of the interest according to the terms and conditions stipulated in the Application for Accession (recalculation of interest in case of full early withdrawal of the Deposit / early termination of the Agreement).

4.1.18. Suspend transactions on the Account if the Bank receives a decision and (or) order of the authorized state body and (or) an official to suspend debit transactions on the Account.

4.1.19. Refuse to close the Account if the Client has unfulfilled claims to the Account or outstanding acts on temporary restriction of property disposition, decisions and (or) orders of authorized state bodies and (or) officials on suspension of debit transactions on the Account, as well as acts of arrest on the money on the Account of the Client.

4.1.20. Refuse to open additional Accounts to the Client if he/she has a bank account opened in the Bank, to which the state revenue authorities have issued collection orders and/or orders to suspend debit transactions and other cases stipulated by the legislation of the Republic of Kazakhstan.

4.1.21. Change the interest rate under the Agreement unilaterally upon expiration of the Deposit retention period and extension of the Agreement. The Bank shall notify the Client about the change of the interest rate on the Deposit by posting information on the website of the Bank (www.alataucitybank.kz). At the same time, if the interest rate is changed downwards, the Bank shall notify the Client of its change before the Deposit maturity date by posting information on the Internet resource of the Bank at: www.alataucitybank.kz.

4.1.22. Not to pay the accrued interest/ to deduct from the Deposit amount, the amounts equal to the previously paid interest, in case of early termination of the Agreement in compliance with the terms and conditions of the Agreement.

4.2. The Bank undertakes to:

4.2.1. Inform the Client about the current Tariffs, in accordance with the terms of the Agreement.

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

4.2.3. After the opening of the Account, provide, upon the request of the Client, a certificate on the opened Account, indicating the individual identification code.

4.2.4. Perform transactions on the Account in accordance with the legislation of the RK and the Agreement.

4.2.5. Close the Account not later than 5 (five) business days from the date of receipt by the Client/Depositor (in case the Client waives the rights under the Agreement) of the Deposit amount in full.

4.2.6. Provide the Client/Depositor (in case the Client waives the rights under the Agreement) with the information on the Account transactions by providing the Account statement with the copies of payment documents attached at the request of the Client in one of the ways stipulated by the Agreement, not later than the operating day following the day of receipt of the request.

4.2.7. Resume transactions on the Account of the Client/Depositor (in case the Client waives the rights under the Agreement) after revocation by the authorized state body or official of the decision and (or) order on suspension of debit transactions on the Account, act on temporary restriction of property disposal, as well as in the manner prescribed by the Criminal Procedure Code of the RK, the laws of the RK "On Counteraction of Legalization (Laundering) of Proceeds of Crime and Terrorist Financing" and "On Rehabilitation and Bankruptcy". The arrest, imposed on the money on the Account of the Client/Depositor (in case the Client waives the rights under the Agreement), shall be removed on the basis of the relevant written notice of the person, having the right to impose arrest on the money of the Client/Depositor (in case the Client waives the rights under the Agreement), on cancellation of the act of imposing arrest on the money previously adopted by him/her or after execution by the Bank of the collection order, presented in execution of the previously imposed arrest on the money on the Account, or in cases provided by the Law "On enforcement proceedings and the status of bailiffs" of the RK.

4.2.8. Execute payment documents presented by third parties, including state bodies and (or) officials of state bodies and (or) private court bailiffs of the RK in the manner and terms established by the legislation of the RK.

4.2.9. Notify the Client/Depositor (in case the Client waives the rights under the Agreement) by one of the ways provided by the Agreement on refusal to execute a payment document, except for collection order. The date of refusal to execute a payment document shall be the date of sending such notice.

4.2.10. In case of change of the interest rate when extending the Deposit, no additional agreement to the Agreement shall be concluded.

4.2.11. If the Client (Depositor - in case the Client waives the rights in respect of the Deposit) provides a document exempting him/her from withholding of income tax at the source of payment in accordance with the tax legislation of the RK, the income tax previously withheld and paid to the budget shall be returned to the Client to his/her Account.

4.2.12. Return the Deposit and pay the accrued interest thereon in the amount and in the procedure specified in the Declaration of accession, minus the amounts withheld/received in accordance with the terms of the Agreement and the legislation of the RK, including the amount of income tax charged at the source of payment, according to the legislation of the RK (if such withholding is provided for by the legislation of the RK).

4.2.13. Guarantee secrecy of Deposit in accordance with the current legislation and the Agreement. Without the consent of the Client/Depositor (in case the Client waives the rights under the Agreement), provide references to third parties concerning the Deposit only in cases provided by the Current legislation of the RK and the Agreement.

5. Liability of the Parties. Grounds for exclusion of liability

5.1. Each Party shall be liable to the other Party for violation of its obligations under the Agreement in accordance with the laws of the RK and the Agreement.

5.2. The Parties shall not be liable for non-performance or improper performance of their obligations under the Agreement if such cases are the result of force majeure circumstances, including but not limited to: adoption by the authorized state bodies, the National Bank of the RK

of acts/ measures of restrictive nature, software failures, power outage, damage to communication lines and other circumstances beyond the control of the Parties and directly related to the Subject of the Agreement.

5.3. The Bank shall not be liable for non-performance/ improper performance of its obligations under the Agreement, as well as for losses caused to the Client as a result of suspension of transactions on the Account and/or seizure of money on the Account, carried out in accordance with the laws of the RK.

5.4. The Bank shall not be responsible for actions of the persons authorized by the Client/Depositor (in case the Client waives the rights under the Agreement) to dispose of the Account, in case of failure to notify/notice the Bank on early termination of the powers of such persons in accordance with sub-clause 3.2.7 of clause 3.2. of the Agreement.

5.5. In all cases, the liability of the Bank under the Agreement is limited to the amount of real damage caused to the Client/Depositor (in case the Client waives the rights under the Agreement) by the guilty actions/inaction of the Bank. Compensation for the real damage shall be made in the manner prescribed by the legislation of the RK.

5.6. The Bank shall not be liable for non-performance or improper performance of its obligations if the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) violates the terms of the Agreement.

5.7. The Client/Depositor (in case the Client waives the rights under the Agreement) shall be responsible for the legality of his/her transactions in accordance with the laws of the RK, as well as for the accuracy of the documents submitted to the Bank, serving as the basis for the services provided under the Agreement.

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

5.9. In case of liquidation or reorganization of the Bank, compensation on the Deposit will be carried out in the manner prescribed by the current legislation of the RK.

6. Terms of the Agreement

6.1. The Agreement shall be concluded by acceptance by the Bank of the Declaration of accession signed by the Client (his/her representative) and the Depositor (in case the Depositor places a Deposit in favor of the Client) with marking thereon or by signing by the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client) electronically using identification methods provided for by the agreement on provision of electronic banking services, concluded between the Bank and the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client), when opening a Deposit via mobile application, "Internet-banking" system (if technically possible for the Bank), with the respective Deposit Agreement coming into force from the date of depositing/transferring the amount of such Deposit to the Account opened with the Bank and valid until the moment of closing the Account, unless otherwise provided by the legislation of the Republic of Kazakhstan.

7. Dispute resolution procedure

7.1. In issues not regulated by the Agreement, the Parties shall be governed by the laws of the RK.

7.2. All disputes and disagreements arising in the process of conclusion and execution of the Agreement or related to it (including on unauthorized transactions) shall be considered by the Parties jointly within 10 (ten) business days.

7.3. All disputes (disagreements) related to the Agreement, not settled by negotiations, shall be considered in the courts of the RK at the location of the Bank or its branch (at the discretion of the Bank), except where exclusive jurisdiction is established in accordance with the requirements of the civil procedure law.

8. Procedure for amending and/or supplementing the Agreement

8.1. The Bank has the right to initiate amendments and/or additions to the Agreement

unilaterally (except for the conditions specified in the Declaration of accession, which may be amended by entering into an additional agreement) by posting information on the website of the Bank ([www:alataucitybank.kz](http://www.alataucitybank.kz)) or in a place accessible to the review of the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client) in the premises of the Bank (operating subdivisions).

8.2. The failure of the Client, and the Depositor (in case the Depositor places a Deposit in favor of the Client) to submit to the Bank a statement of non-acceptance of the terms of the Agreement, taking into account the amendments and/or additions made, within 5 (five) business days from the date of publication of information about the changes and/or additions to the Agreement, means the consent of the Client, and the Depositor (in case the Depositor places a Deposit in favor of the Client) with the new (amended/added) version of the Agreement and accession to it in general, taking into account the changes and/or additions made.

8.3. After the introduction of amendments and/or additions to the Agreement, it continues to be in force in the amended and / or supplemented form.

8.4. In case of changes in the legislation of the RK, requiring amendments and / or additions to the Agreement, before making changes and additions to the Agreement in accordance with the procedure established by clauses 8.1.-8.3. of the Agreement, the Parties to the Agreement shall be guided by the relevant provisions of the legislation of the RK.

9. Confidentiality

9.1. Any information transferred by the Parties to each other in connection with the Agreement, as well as the fact of conclusion of the Agreement itself, shall be confidential information and may not be disclosed to third parties without obtaining the prior written consent of the other Party, unless otherwise follows from the requirements of the legislation of Kazakhstan or conditions of the Agreement.

9.2. The Bank shall not be liable if confidentiality was violated through the Client's, Depositor's (in case the Depositor places a Deposit in favor of the Client) fault or confidential information was known or became known to third parties from other sources.

9.3. By submitting the Declaration of accession, the Client and the Depositor (Depositor - in case the Depositor places a Deposit in favor of the Client) agree that in order to provide banking and/or other services to the Client/Depositor (in case the Depositor places a Deposit in favor of the Client), the Bank may request disclosure of any information in accordance with the provisions of the laws of the Republic of Kazakhstan, internal documents of the Bank, which establish the necessity to comply with the level of information disclosure stipulated therein, and the Client/Depositor (in case the Depositor places a Deposit in favor of the Client) undertakes to provide the Bank, upon its first request, with any information within the terms established by the Bank.

9.4. By submitting the Declaration of accession the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client) unconditionally and irrevocably authorizes the Bank to provide, on a confidential basis, on the basis of the Agreement in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan without any additional consent of the Client and the Depositor (in case the Depositor places a Deposit in favor of the Client), data and information about the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) and terms and conditions of the Agreement, as well as other information related to the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) and the Agreement, including information constituting a banking secret, commercial or other secret protected by law (hereinafter referred to as the Information) in the manner prescribed by the laws of the Republic of Kazakhstan, to the following third parties:

a) legal entities, which are major participants of the Bank, affiliated legal entities of the Bank; authorized state bodies, courts, law enforcement agencies (including bodies of inquiry and/or preliminary investigation, national security agencies) at their request, or in case of breach of obligations by the Client/Depositor to the Bank, or in case of violation by the Client of the legislation of the RK, all and any information related to the Client/Depositor and/or the Agreement and/or other agreements concluded between the Bank and the Client/Depositor, including

terminated, constituting bank secrecy, as defined by the legislation of the RK, as well as commercial or other secrets protected by law;

b) any third parties that are or will be hired in the future by the Bank, the shareholders of the Bank and/or affiliates of the Bank to perform analytical surveys, provide other services, including, but not limited to, debt recovery services, consulting, legal, auditing and other services related to making payments and/or money transfers (including correspondent banks, international payment systems of payment cards, etc.), to enable such third parties to fulfill their obligations to the Bank, the shareholders of the Bank and/or affiliated persons of the Bank, as well as to perform their functions within the legislation of the RK, - any information related to the Client/Depositor and/or the Agreement and/or other agreements concluded between the Bank and/or the Client/Depositor and/or third parties, including the terminated ones, constituting a banking secret as defined by the legislation of the RK, as well as commercial or other legally protected secret, which is necessary and sufficient for proper provision of services to the Bank, the shareholders of the Bank and/or affiliated persons of the Bank, as well as to perform its functions under the legislation of the RK (provision of reports/reports/information to the National Bank of the RK, state revenue authorities), as well as in other cases when there is a need/obligation to provide such information/information;

c) to the authorized state bodies of the RK, foreign tax authorities, including the US tax authorities (IRS) and foreign tax agents, - any information related to the Client/Depositor and/or the Agreement and/or other agreements concluded between the Bank and the Client/Depositor, including those that have expired, constituting a banking secret, as defined by the legislation of the RK, as well as commercial and/or other secrets protected by law, in order to implement requirements of international agreements, ratified by the RK;

d) The Client and the Depositor undertake to notify the Bank of such changes in case of change of residence, change of surname, first name, patronymic (if it is indicated in the identity document), replacement of identity documents, telephone numbers, contact information used for communication with the Client and the method of communication, as well as in case of other changes relevant for fulfillment of the terms and conditions of the Agreement within 7 (seven) business days from the date of registration of such changes.

The Bank is entitled to:

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

b) carry out cross-border transfer of Information, including under the Law of RK "On personal data and their protection" (hereinafter - the Law);

c) distribute Information, including under the Law;

d) determine the terms of access to Information independently;

e) keep Information on any media during the retention period, established by the legislation of the RK and internal documents of the Bank, after the termination of legal relations with the Bank.

The Bank shall not be obliged to notify anyone about the actions taken by the Bank to collect, process and transfer Information to third parties. In case of necessity determined by the Bank, the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) shall provide the Bank with documentary evidence of the existence of the consents collected by the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) from the subjects of personal data for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, for collection and processing of personal data by the Bank, for cross-border transfer. The responsibility for the absence of the above mentioned consents shall be borne by the Client of the Depositor (in case the Depositor places a Deposit in favor of the Client). In case the Bank is subject to any measures for violation of the personal data legislation of the Republic of Kazakhstan, the Client, the Depositor (in case the Depositor places a Deposit in favor of the Client) undertakes to reimburse the Bank, upon the request of the Bank, for any costs and losses incurred by the Bank.

10. Special conditions of the Agreement

10.1. Instructions of the third parties, having the right to withdraw money from the Account in accordance with the legislation of the RK, shall be executed by the Bank in the manner and terms established by the legislation of the RK.

10.2. The Bank shall suspend debit transactions on the Account and shall not be entitled to disburse the Deposit (part of the Deposit, if it is stipulated by the terms of the Deposit) at the Client's/Depositor's (in case the Client waives his/her rights under the Agreement) request, if the Bank receives a decision and (or) order of the authorized state body and (or) official on suspension of debit transactions on the Account, as well as acts of temporary restriction on disposal of property, acts of arrest on the entire amount of Deposit, except for cases when part of the Deposit is encumbered.

10.3. As for the time and savings deposits, in the case of execution by the Bank of the instruction to withdraw a part of the Deposit amount, presented by the third parties, having in accordance with the legislation of the RK such right and in the absence of the application of the Client/Depositor (in case the Client waives his/her rights under the Agreement) to reclaim the Deposit, the interest shall be accrued on the actual balance of the Deposit in accordance with the Agreement until the Deposit maturity. In the case of execution by the Bank of the instruction to withdraw the entire amount of the Deposit, presented by third parties, having such right in accordance with the legislation of the RK, recalculation of remuneration shall not be performed.

10.4. In case of withdrawal of the entire amount of money placed on the Account, as a result of execution by the Bank of the instruction submitted by third parties in accordance with clause 10.3 of the Agreement, if it does not contradict to the requirements of the legislation of the RK, the Account shall be closed in accordance with the terms of the Agreement. If there is not enough money to withdraw money from the Account, the Bank shall execute instructions to withdraw money from the Account in accordance with the procedure stipulated by the legislation of the RK. In case of withdrawal of money in other (than the Account currency) currency, conversion of withdrawn money shall be performed in accordance with the procedure stipulated by the legislation of the RK with deduction of the conversion fee at the current rates of the Bank.

10.5. If after execution of the third party instructions there is no balance on the Account, or the amount of balance is insufficient to compensate the Bank the difference between the amount of interest accrued in accordance with the terms valid at early termination of the Agreement, and the amount of interest paid at the rate established by the Agreement, the Bank shall withdraw the amount payable from any bank accounts of the Client/Depositor (in case the Client waives his/her rights under the Agreement), opened with the Bank in the manner prescribed by the legislation of RK.

10.6. If there are encumbrances (arrest/order to suspend debit transactions) on the entire amount of the Deposit, the interest shall be accrued until the end of the Deposit period. At the end of the Deposit term, the Bank pays interest accrued only for the Deposit period.

10.7. If there are encumbrances (arrest/order to suspend debit transactions) of the authorized state bodies and/or officials and/or bailiffs, if an act of temporary restriction of property disposal on a part of the Deposit amount is received and the Client/Depositor application for early return of the Deposit amount free of encumbrances is received, the Deposit amount free of encumbrances shall be transferred to the current account specified in the Declaration of accession. The arrest, imposed on the money on the Account of the Client, is removed on the basis of the relevant document and written notice of the person, having the right to impose seizure on the money of the Client, on the cancellation of the act of money imposing earlier adopted by him/her or after execution by the Bank of the collection order, presented in execution of the earlier imposed arrest on the money on the Account, or in cases provided by the Law "On enforcement proceedings and the status of bailiffs".

10.8. The Client/Depositor (in case the Client waives the rights under the Agreement) hereby grants the Bank his/her unconditional consent for the Bank to withdraw all amounts of the debts under the Agreement, including the amounts of the paid Deposit interest to be returned by the Client/Depositor (in case the Client waives the rights under the Agreement) to the Bank in accordance with the terms and conditions of the Agreement, from the bank accounts of the Client/Depositor (in case the Client waives the rights under the Agreement) opened with the Bank by direct debiting of such accounts.

11. Final provisions

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

11.2. The Agreement shall be binding upon the Parties, their successors and assigns.

11.3. If any provision of the Agreement becomes illegal or invalid, this shall in no way affect the validity and legality of the other provisions of the Agreement. If, as a result of amendments and/or additions to the laws of the RK, the provisions of the Agreement would contradict the laws of the RK, the Parties shall be governed by the relevant laws of the RK.

11.4. The services of the Bank related to maintenance of the Account, including but not limited to the following: crediting, issuance, transfer, shall be paid by the Client/Depositor (in case the Client waives the rights under the Agreement) in accordance with the tariffs applicable at the time of the operation.

11.5. The Client/Depositor acknowledges and agrees that the Bank is actively working to prevent the involvement of the Bank in criminal activities and money laundering schemes, such as money laundering, terrorism, fraud, corruption, etc. The performance standards of the Bank are aimed at preserving and protecting the reputation of the Bank, as well as at ensuring that the confidence of clients in the integrity of the Bank is not undermined in any way. In this regard, the Bank, at its discretion, establishes certain requirements for the clients of the Bank and the transactions, operations performed by the clients of the Bank, which may be changed from time to time. Thus, the Bank may establish criteria/grounds, in accordance with the legislation of the RK, according to which a particular transaction or operation of the Client/Depositor of the Bank may be defined as an unusual operation (transaction) and referred to the category of suspicious.

11.6. Anticorruption clause. When performing their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries:

1) not pay, offer to pay, or authorize the payment of money or anything of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any improper advantage or other improper purpose;

2) do not carry out actions qualified as giving/receiving bribes, commercial bribery, corruption by the legislation of the RK applicable for the purposes of the Agreement.

Each of the Parties to the Agreement shall refuse to stimulate in any way the employees/representatives of the other Party, including by giving money, gifts, uncompensated work (services) and other ways not listed in this clause, which make the employee dependent and are aimed at ensuring that the employee performs any actions for the benefit of the stimulating Party. The actions of the employee performed for the benefit of his/her stimulating Party/Client shall be defined as:

a) provision of unjustified advantages over other counterparties;

b) provision of any guarantees;

c) expediting existing procedures;

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

11.7. The order of the articles, article titles and other headings contained in the Agreement are used for convenience and do not contain any limitations, characteristics or interpretations of any provisions of the Agreement.

11.8. The Agreement is in Russian, Kazakh and English languages. In case of discrepancies in the text of the Agreement in Kazakh, English and Russian languages, the Parties shall be guided by the text of the Agreement in Russian. Declaration of accession shall be drawn up in 2 copies in Russian and Kazakh, as well as at the request of the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) in English languages.

11.9. A payment document initiated by the Client (Depositor - in case the Client waives his/her rights under the Agreement) shall be deemed executed by default in case of non-receipt of a payment document notification from the Bank within 1 (one) operational day following the day

of receipt of the Client's instruction.

11.10. A copy of the Agreement may be handed to the Client/Depositor upon his/her request (in case the Depositor places a Deposit in favor of the Client) when transferring/contributing the Deposit amount in cash to the Account. If the Client/Depositor wishes (in case the Client waives his/her rights under the Agreement) to receive other services provided by the Bank than those provided for in the Agreement, it is required to conclude separate agreements for provision of respective services, as well as to comply with other requirements stipulated by regulatory legal acts of the Republic of Kazakhstan and/or internal policies, standards, procedures, other internal documents of the Bank.

11.11. The Parties hereby agree and confirm that any notices and communications from the Bank to the Client, Depositor (in case the Depositor places a Deposit in favor of the Client), unless otherwise provided by the Agreement, shall be deemed to be in writing and received by the Client, Depositor (in case the Depositor places a Deposit in favor of the Client), when such notices meet at least one of the following criteria:

11.11.1. delivered personally against a receipt;

11.11.2. sent via courier or postal service;

11.11.3. sent by electronic mail (e-mail);

11.11.4. placed in mass media, including on the Internet resource of the Bank (www.alataucitybank.kz);

11.11.5. placed in the Internet-Banking system;

11.11.6. sent by SMS message to the mobile phone number.

11.12. The Parties hereby agree and confirm that any notices and communications from the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) to the Bank, unless otherwise provided by the Agreement, shall be deemed to be in writing and received by the Bank when such notices meet at least one of the following criteria:

11.12.1. shall be delivered to the authorized employee of the Bank, including the employee of the Bank's office, against receipt;

11.12.2. sent via courier or postal service.

11.13. The Bank shall not be liable for non-receipt or untimely receipt of notifications and messages by the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) caused by changes in the details of the Client, Depositor (in case the Depositor places a Deposit in favor of the Client), about which the Client, Depositor (in case the Depositor places a Deposit in favor of the Client) has not notified the Bank in writing in accordance with the Agreement.

Bank details:

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

BIN 920140000084

IIC KZ48125KZT1001300336 in RSE National Bank of the RK

BIC TSESKZKA

Model form of Declaration of accession

Declaration of accession to the Bank Deposit Agreement of an individual, Private Banking Client No. _____

From _____
(Full name). I ask Alatau City Bank JSC (hereinafter - the Bank) to accept this Declaration of Accession (hereinafter - the Declaration of accession) to the Bank Deposit Agreement of Private Banking client (hereinafter - the Agreement) (available on the Internet resource of the Bank at: www.alataucitybank.kz) and open savings account No. _____ (hereinafter - the Account/Savings Account) and place the bank deposit on the following conditions:

No.	Information on Bank Deposit Agreement	Summary of terms and conditions
1	Name of deposit (product)	Elite
2	Type	Term deposit
3	Currency	_____ (specify the currency of the deposit in accordance with the terms and conditions of the product data sheet)
4	Maximum (marginal) amount of guarantee compensation (deposit guarantee amount)	<input type="checkbox"/> Up to 10 (ten) million tenge on deposits in national currency; <input type="checkbox"/> Up to 5 (five) million tenge on deposits in foreign currency. If the Bank has placed/opened several deposits (deposits)/bank accounts of different types and currencies, the aggregate balance of all deposits (deposits)/bank accounts is guaranteed, but not more than the maximum amount of the guarantee compensation - 20 (twenty) million tenge, taking into account the limits for each type of deposit/bank account.
5	Possibility and terms of full/partial early withdrawal of the deposit	<u>Full early withdrawal of the Deposit:</u> provided subject to the conditions specified in line 6. The amount of overcharged / paid / capitalized interest shall be withheld from the Deposit amount, the Deposit balance shall be returned not later than 7 (seven) calendar days from the moment of receipt of the request of the Client / Depositor (Depositor in case of the Client's waiver of rights in respect of the Deposit). Return of the Deposit to the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit) upon expiry of the Deposit term

		<p>shall be made by the Bank if the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit) claims the Deposit amount not later than on the last calendar day of the Deposit term. If the last day falls on a weekend or public holiday, the Deposit shall be returned on the first business day following the end of the Deposit term.</p> <p>The Deposit shall be returned to the current account/current account with the use of a payment card, with withholding income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan. If the currency of the said current account/current account with the use of payment card is different from the currency of the Deposit, the Deposit shall be returned using the conversion rate set by the Bank at the time of the transaction.</p> <p><u>Partial withdrawal of the Deposit:</u> Provided up to the amount of the minimum balance, with preservation of the accrued interest not later than 7 (seven) calendar days from the moment of receipt of the request of the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit). If the currency of the specified current account/current account with the use of payment card is different from the currency of the deposit, the partial payment of the deposit shall be made by applying the conversion rate set in the Bank at the time of the transaction.</p>
6	Amount of remuneration or procedure for its determination in case of early full/partial withdrawal of the deposit	<u>specify in accordance with the terms and conditions of the product data sheet</u>
7	Deposit amount (in figures, in words)	
8	Minimum deposit amount or minimum balance	Taking into account partial withdrawals, the amount of the Deposit shall not be less than _____ (specify in figures and words, type of currency).
9	Term	_____ (specify the term in months or other term by decision of the Authorized Body/Authorized Person of the Bank in figures and words).
10	Rate of return, % per annum	_____ (specify the rate of return according to the rates of return approved by the Authorized body of the Bank).
11	Annual effective rate of return, % per annum	_____ (specify the rate of return in reliable, annual, effective

		comparable calculation, calculated in accordance with the legislation of the Republic of Kazakhstan).
12	Terms and conditions of payment of interest on the deposit (required)	<input type="checkbox"/> Monthly payment to the current account/current account with the use of payment card, with withholding of income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan. If the currency of the said current account/current account with the use of payment card is different from the currency of the deposit, payment of interest on the deposit shall be made by applying the conversion rate established in the Bank at the time of transaction. <input type="checkbox"/> Monthly capitalization (payment to the savings account), with withholding of income tax, if such withholding is provided for by the tax legislation of the Republic of Kazakhstan.
13	Deposit replenishment possibility, available restrictions on deposit replenishment	<u>_____ specify in accordance with the terms and conditions of the product data sheet</u>
14	Terms of deposit term extension (deposit prolongation)	<u>_____ specify in accordance with the terms and conditions of the product data sheet</u>
15	Other key terms and conditions:	
	Maximum deposit amount including additional contributions	<u>_____ specify in accordance with the terms and conditions of the product data sheet</u>
	Procedure for opening a deposit (required)	<input type="checkbox"/> transfer of the Deposit amount from the current account in " Alatau City Bank" JSC No. _____ <input type="checkbox"/> cash deposit of the Deposit amount to the Account on the date of opening of the Account.
	Information on current account/current account with the use of payment card (for remittance of remuneration or return of Deposit)	

In accordance with Article 389 of the Civil Code of the RK by the Declaration of accession to the Agreement the Client and the Depositor (in case of depositing by the Depositor in favor of the Client) accept(s) the terms and conditions of the Agreement as of the date of its signing and accedes to it in the version posted on the Internet resource of "Alatau City Bank" JSC (hereinafter - the Bank) at [www:alataucitybank.kz](http://www.alataucitybank.kz) as of the date of its signing, and confirms/assures(s) that:

- 1) The Agreement has been read, accepted in its entirety, without any comments or objections, and does not contain any conditions onerous to him/her/they that, based on his/her reasonably understood interests, would not be accepted;
- 2) The Declaration of accession and the Agreement are treated as a single document;
- 3) the Bank provided comprehensive information on/about: conditions of banking services under the Agreement, rates and tariffs, the terms of making a decision to open a savings account, the list of documents required to enter into the Agreement, the responsibilities and possible risks in case of

default on obligations under the Agreement, the need to open current account/current account using a payment card, and the tariffs of the current account/current account using a payment card;

4) with regard to personal data of the subjects of personal data, transferred and to be transferred in future by the Depositor, Client under the Agreement (including with regard to authorized persons and representatives of the Depositor, Client), as well as in other cases when in accordance with the legislation of the RK and (or) internal documents of the Bank it is necessary to collect, process such personal data, the Depositor, Client obtained prior consent from the subjects of personal data, which he/she provided, for collecting and processing such personal data before If necessary, as determined by the Bank, the Depositor, the Client shall provide the Bank with documentary evidence of the availability of the consent collected by the Depositor, the Client from the subjects of personal data collection and processing of personal data, the transfer of personal data to a third party, including the Bank, the collection and processing by the Bank, the cross-border transfer of personal data. The responsibility for the absence of the above consents shall be borne by the Depositor, the Client. If any measures are taken against the Bank for violation of the personal data legislation, the Depositor, the Client shall reimburse the Bank, at the request of the Bank, for any costs and losses incurred by the Bank.

Hereby the Depositor, Client, individual(s) signing the Agreement on behalf of the Depositor, Client (hereinafter referred to as personal data subjects), guided by the Law of RK "On Personal Data and Their Protection", shall unconditionally consent to the Bank to collect, process (including transfer to third parties) including cross-border transfer, all information related to each of them, including their personal data, including biometric, recorded on electronic, paper and any other media, for the purposes of banking and/or other services of the Depositor, Client (without dissemination in publicly available sources). The period during which this consent is valid: until it is revoked by the subjects of personal data. The consent of the Depositor, Client, who is an individual(s), may be withdrawn, provided that the legal relationship between him/her (them) and the Bank is terminated or if it does not contradict the laws of the Republic of Kazakhstan.

The following text shall be filled in by the Client/Depositor/Trustee in case the Declaration of accession is submitted at the Bank branch

CLIENT

(Full name)

(number of identity document, residential address, mobile phone number)

IIC _____

BIC _____

IIN _____

KBE _____

e-mail _____

(Client signature)

« ____ » _____ 20__

DEPOSITOR (in case the Depositor places a Deposit in favor of the Client)

(Full name)

(number of identity document, residential address, mobile phone number)

IIC _____

BIC _____

IIN _____

KBE _____

e-mail _____

(Depositor signature)

« ____ » _____ 20__

THE PERSON AUTHORIZED TO OPEN A SAVINGS ACCOUNT ON BEHALF OF THE CLIENT

(Full name, IIN) acting on the basis of

(document name)

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

« ____ » _____ 20__

Trustee of the depositor

(Full name, IIN) acting on the basis of

(document name)

(the signature of the authorized representative of the Depositor)

« ____ » _____ 20__

FOR BANK USE ONLY

Alatau City Bank JSC,

242 Nursultan Nazarbayev ave., BIN 920140000084, IIC KZ48125KZT1001300336 in RSE "National Bank of the Republic of Kazakhstan", BIC TSESKZKA, KBE - 14, Almaty, A26F8T9, Republic of Kazakhstan

Alatau City Bank JSC branch

Address: _____

Prepared by: Full name _____

Last name, first name, patronymic (if any)

signature, stamp

1. According to the Code of the RK "On Taxes and Other Obligatory Payments to the Budget", the Client refers to the PIT payers:

yes

no

2. Conclusion of transaction with PRBSR (to be filled in when opening a Deposit PRBSR):

concluded in accordance with the standard terms and conditions

concluded in accordance with the individual conditions



to the Bank Deposit Agreement
of an individual, Private Banking client

Model form of Declaration of accession

**Declaration of accession to the Bank Deposit Agreement of an individual,
Private Banking client No. _____**

_____ y.

Dated _____

_____ (last name, first name, patronymic (if any))

I request “ Alatau City Bank” JSC, BIN 920140000084 (hereinafter referred to as the Bank) to accept this Application of accession to the Bank Deposit Agreement of an individual, Private Banking client (hereinafter referred to as the Agreement) (available on the Internet resource of the Bank at: www.alataucitybank.kz), to open savings account

No. _____ (hereinafter referred to as the Account/savings account) and to place a bank deposit on the following terms and conditions:

No.	Information on bank deposit agreement	Summary of Terms and Conditions
1	Name of deposit (product)	Elite+
2	Type of bank deposit	Savings deposit without the right to replenish
3	Deposit currency	_____ (specify currency of deposit in accordance with the terms and conditions of the product data sheet)
4	Maximum (limit) amount of guarantee compensation (deposit guarantee amount)	<input type="checkbox"/> Up to 20 (twenty) million tenge on deposits in national currency; <input type="checkbox"/> Up to 5 (five) million tenge on deposits in foreign currency. If the Bank has placed/opened several deposits/bank accounts of different types and currencies, the aggregate balance of all deposits/bank accounts is guaranteed, but not more than the maximum amount of the guarantee compensation - 20 (twenty) million tenge, taking into account the limits for each type of deposit/bank account. Important: the guarantee indemnity is paid based on the amount of the deposit balance including accrued interest/account balance, but not more than the maximum (limit) amount of the guarantee established by Article 18 of the Law of the RK “On Mandatory Guaranteeing of Deposits Placed with Second-tier Banks of the Republic of Kazakhstan” as of the date of revocation of the Bank’s license.
5	Possibility and terms of full/partial early withdrawal of the deposit	Full early withdrawal of the Deposit: provided subject to the conditions specified in line 6. The Deposit shall be withdrawn on the 31st (thirty-first) calendar day after the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit) submits an application for early return (closure) of the savings deposit. Within 30 (thirty) calendar days from the date of submission of the application for early return (closing) of the savings deposit, the interest shall not cease to be accrued.

		<p>If the Client/Depositor (the Depositor in case the Client waives the rights in respect of the Deposit) does not withdraw the application for early return (closure) of the savings deposit, the savings account shall be closed on the 31st (thirty-first) calendar day, the deposit amount with the recalculated interest at the “On demand” rate shall be credited to the current account/current account using the payment card of the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit).</p> <p>The amount of overcharged/capitalized interest shall be deducted from the Deposit amount, the Deposit balance shall be returned to the Client/Depositor (Depositor in case the Client waives the rights in respect of the Deposit).</p> <p>In case the currency of the specified current account/current account with the use of payment card is different from the currency of the deposit, return of the deposit shall be made by applying the conversion rate set in the Bank at the time of transaction.</p> <p>Partial withdrawal of the Deposit: not applicable.</p>
6	Amount of remuneration or the procedure for its determination in case of early withdrawal of the deposit in full/partial withdrawal	In case of early full withdrawal of the Deposit: at the “On demand” rate effective in the Bank at the time of termination of the Agreement
7	Deposit amount (in figures, in words)	
8	Minimum deposit amount or withdrawal limit	Must be not less than _____ (specify in figures and words, type of currency)
9	Deposit term	_____ (specify the term in months or other term by decision of the Authorized Body/Authorized Person of the Bank in figures and words)
10	Rate of remuneration, % per annum	_____ (specify the rate of remuneration according to the rates of remuneration approved by the authorized body of the Bank)
11	Annual effective rate of remuneration, % per annum	_____ (specify the rate of remuneration in true, annual, effective comparable calculation calculated in accordance with the legislation of the Republic of Kazakhstan)
12	Deposit remuneration payment terms	_____ specify in accordance with the terms and conditions of the product data sheet
13	Deposit replenishment option, available restrictions on deposit replenishment	_____ specify in accordance with the terms and conditions of the product data sheet
14	Conditions of deposit term extension (deposit prolongation)	_____ specify in accordance with the terms and conditions of the product data sheet
15	Other key terms and conditions:	

of legal relations between him/her and the Bank or if it does not contradict the laws of the Republic of Kazakhstan.

The following text shall be filled in by the Client/Depositor/authorized person in case the Declaration of accession is submitted at the branch of the Bank

CLIENT

(Full name)

_____ (number of identity document, residence address, mobile phone number)

IIC _____

BIC _____

IIN _____

KBE _____

e-mail _____

_____ (Client initial)

«__» _____ 20__

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

(Full name)

_____ (number of identity document, residence address, mobile phone number)

IIC _____

BIC _____

IIN _____

KBE _____

e-mail _____

_____ (Depositor initial)

«__» _____ 20__

PERSON AUTHORIZED TO OPEN A SAVINGS ACCOUNT ON BEHALF OF THE CLIENT

_____ (Full name, IIN) acting on the basis of

_____ (name of the document)

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

«__» _____ 20__

FOR BANK USE ONLY

" Alatau City Bank" JSC,

A26F8T9, Republic of Kazakhstan, Almaty, Medeu district, 242 Nursultan Nazarbayev ave., BIN 920140000084, IIC KZ48125KZZT1001300336 in RSI "National Bank of the Republic of Kazakhstan", BIC TSESKZKA, KBE 14.

_____ branch of "Alatau City Bank" JSC

Address: _____

Performed by: _____ Full name

Last name, first name, patronymic (if any) _____ signature, stamp

3. According to the Code of the Republic of Kazakhstan “On Taxes and Other Obligatory Payments to the Budget” the Client belongs to the PIT payers:

yes

no

4. Conclusion of the transaction with the Person related to the Bank by special relations (to be filled in if the Deposit is opened by the Person related to the Bank by special relations):

concluded in accordance with standard terms and conditions

concluded in accordance with individual terms and conditions

**Notification of a client-individual
who has concluded a bank account agreement and (or) bank deposit agreement**

1. “Alatau City Bank” Joint Stock Company (hereinafter referred to as the Bank) hereby informs you of its participation in the system of mandatory deposit guarantee, as evidence of which the Bank is issued certificate No. 16 dated 02.04.2021.

2. In accordance with the Law of the Republic of Kazakhstan “On Mandatory Guaranteeing of Deposits Placed with Second-tier Banks of the Republic of Kazakhstan” (hereinafter - the Law), your deposit is subject to mandatory deposit guaranteeing.

3. According to the Law, the maximum (limit) amount of the guarantee is:

- **20 million tenge** on savings deposits in the national currency;
- **10 million tenge** on other deposits (except savings deposits) in the national currency;
- **5 million tenge** on deposits in foreign currency.

If the Bank has several deposits of different types and currencies, the aggregate balance of all deposits is guaranteed, but not more than the maximum amount of guarantee compensation - 20 million tenge, taking into account the limits for each type of deposit.

Please note that the amount of guarantee indemnity payable is calculated as of the date of deprivation of the Bank's license, based on the amount of deposit balances, taking into account the accrued interest, and is determined based on the results of:

- 1) offset of the amount of your debt to the Bank, for example, on the loan;
- 2) recalculation of the amount of the deposit balance in foreign currency into tenge at the market exchange rate;
- 3) calculation of the total amount of the guarantee indemnity taking into account the amounts of balances on other deposits in the Bank, different by type and currency.

We note that the name, type, currency and other terms of your deposit, including the maximum (limit) amount of guarantee compensation established by the Law, shall be specified in the application or any other document signed by you upon conclusion of the bank account agreement and (or) bank deposit agreement between the Bank and you, including in electronic form.

4. In case of deprivation of the Bank's license to conduct all banking operations “Kazakhstan Deposit Insurance Fund” JSC (hereinafter referred to as “KDIF”) starts payment of guarantee compensation on your deposit **within 35 business days** from the date of deprivation of the Bank's license.

The announcement of the KDIF on the beginning and procedure of payment of the guarantee indemnity, as well as on the agent banks paying the guarantee indemnity, the period and places of payment or postponement of the beginning of payment of the guarantee indemnity in the case stipulated by the Law, is published in periodical printed publications distributed throughout the territory of the Republic of Kazakhstan (Egemen Kazakhstan, Kazakhstanskaya Pravda), as well as in other mass media and on the Internet resource of the KDIF (www.kdif.kz).

The date of commencement of payment of the guarantee compensation shall not exceed 5 business days from the date of publication of the above announcement by KDIF.

5. The term of payment of the guarantee indemnity is 1 year from the date of commencement of payment. In order to receive the guarantee indemnity, you have the right to submit a paper application to the agent bank selected from the list of agent banks.

Payment of the guarantee indemnity shall be made not later than 5 business days from the date of submission of your application for payment with supporting documents attached. The forms

of applications for payment of the guarantee indemnity and the list of supporting documents are available on the Internet resource of the KDIF (www.kdif.kz).

The notification of KDIF on the date of expiration of the term of payment of the guarantee compensation is published 30 business days prior to the expiration of the term of payment in periodicals distributed throughout the territory of the Republic of Kazakhstan (Egemen Kazakhstan, Kazakhstanskaya Pravda), as well as in other mass media and on the Internet resource of KDIF (www.kdif.kz).

6. After the expiration of the term of payment of the guarantee compensation (1 year from the date of commencement of payment), your unclaimed amount of the guarantee compensation is transferred by KDIF to your individual pension account for accounting of voluntary pension contributions, opened in the “Unified Accumulative Pension Fund” JSC (hereinafter - UAPF) in the manner prescribed by the legislation of the Republic of Kazakhstan on social protection. The conditions for transferring the unclaimed amount of guarantee compensation to the Unified Accumulative Pension Fund are defined in clause 2 of Article 21-1 of the Law.

7. According to the Law, if there is a valid reason that prevented you from submitting an application during the payment period, you have the right to submit a written application to the KDIF for payment of the guarantee compensation with supporting documents (even if the KDIF transfers your unclaimed amount to the UAPF). The list of valid reasons is set forth in Article 21-1(4) of the Law. At that, such application can be submitted before the final liquidation of the Bank or before your right to pension payments at the expense of voluntary pension contributions in accordance with the Social Code of the Republic of Kazakhstan (in case of transfer of the unclaimed amount of compensation to your individual pension account for accounting of voluntary pension contributions).