

Terms and Conditions for Banking Service Under Bank Account Agreement in the Bank

I. Introduction

1. The Bank is duly authorized to conduct banking operations in national and foreign currencies and carries out its activity on the basis of international banking standards and business practices, in accordance with the Applicable Legislation.
2. These Terms and Conditions for Banking Service under Bank Account Agreement in the Bank (hereinafter referred to as the “Terms and Conditions”) are approved by the decision of the Management No. 90 dated 24 April 2017, and shall come into effect from the date of its signing by the Parties.
3. These Terms and Conditions shall govern the relationship between the Bank and the Client associated with opening, maintenance, closing a bank account, making payments and transfers, as well as other issues of banking service provided for in the Terms and Conditions.
4. The Terms and Conditions shall apply to all Accounts opened by the Client in the Bank. They shall be delivered to all clients of the Bank in opening the Account for their consent, compliance, guidance and convenience or shall be brought to the notice in case of introducing amendments
5. These Terms and Conditions shall apply to all Bank Account Agreements, made on the basis thereof. The Bank shall charge rates, tariffs and fees from the Client according to the Tariffs for those services only, which it actually provides to the Client.
6. Other services of the Bank, including, but not limited to, acceptance of deposits, issuing guarantees, opening of letters of credit, banking borrowing operations, securities trading, shall be regulated and negotiated with special agreements and conditions. These Terms and Conditions shall apply to such services to the extent not covered by a special agreement and not contradicting it.
7. These Terms and Conditions are an integral part of the Agreement, and the Client’s signing of the Terms and Conditions shall testify that the Client has received, read, understood and accepted these Terms and Conditions in full, without any comments or objections, and agrees to implement all its provisions in time and in full. Failure to comply with these Terms and Conditions shall constitute the grounds to suspend the Account maintenance and/or terminate the Agreement.

These Terms and Conditions, which are an integral part of the Bank Account Agreement and substitute all Terms and Conditions accepted by the Client before, shall apply in respect of the previously signed Bank Account Agreements.

8. The capitalized terms being used in the text of these Terms and Conditions and/or Agreement, shall have the interpretation, given to them in these Terms and Conditions, unless a different interpretation is contained directly in the text.
9. Where it is not directly stated to the necessity to calculate the time period in business days, when determining the deadlines according to the text of these Terms and Conditions, such period shall be calculated in calendar days. Should the date or the last day of the period fall on a non-business day, the date or the term end day shall be deemed the nearest business day following it.

II. Definitions

The capitalized terms, being used in the text of these Terms and Conditions, shall have the meaning, which is given in this Article, except when the meaning stated otherwise is contained directly in the text of these Terms and Conditions and/or appropriate Agreement.

BANK Means JSC “Bank ExpoCredit” (previously named “RBS (Kazakhstan)” SB JSC), its branches, divisions and employees.

STATEMENT Means duly executed information, to be provided by the Bank to the Client, reflecting credit/debit transactions on the Account for

a certain period, as well as other information provided for by the Applicable Legislation. A statement is a type of Notice and serves as a sufficient evidence of performance of transactions on the Account. Transactions shall be deemed to have been carried out on a Business Day, specified in the Statement.

APPLICABLE LEGISLATION Means laws of the Republic of Kazakhstan, consisting of a set of regulatory legal acts adopted in the prescribed manner.

MONEY Means cash and non-cash money in any currency.

BANK ACCOUNT AGREEMENT / AGREEMENT Means a contract entered into between the Bank and the Client on the grounds of these Terms and Conditions and previously effective Terms and Conditions, which have been replaced by these Terms and Conditions, being its integral part, regulating the rights and duties of the Bank and the Client in connection with opening, maintaining and closing of the Account.

DOCUMENT WITH SIGNATURE SAMPLES Means a document of a standard form, containing the data on Authorized Persons with samples of first and/or second signature (signatures) and seal impression of the Client (if any), executed in accordance with the requirements of the Applicable Legislation.

CLIENT Means a legal entity or a standalone division of a legal entity (branch or representative office) – Account (Accounts) holder in accordance with these Terms and Conditions and Agreement.

Client: _____

Represented by: _____

TRANSACTION DAY Means a period established by Operating hours of Almaty time of the Business Day. A Transaction Day may differ for various types of transactions being carried out/ services being provided by the Bank and Bank branches.

OPERATING HOURS Means the hours established by the Bank in Tariffs, within which the Bank accepts payment documents and conduct other transactions, stipulated by the Applicable Legislation. Operating hours may be unilaterally changed by the Bank by ten (10) calendar days' Notices according to these Terms and Conditions.

BUSINESS DAY Means a day (except for days off and public holidays in the Republic of Kazakhstan), when the Bank is open for operations within a Transaction Day and/or making transactions, or in the case of an international transfer of funds in foreign currency, a day, when correspondent banks are open for operations.

PARTY/ PARTIES Means the Bank and/or the Client, who have signed the Agreement.

ACCOUNT Means a current account for banking service of the Client in the Bank in any currency, which is assigned an individual identification code.

TARRIFS Means interest rates, fees and tariffs of the Bank, as determined

by the authorized body of the Bank, for services being provided to the Client, effective for the moment of conducting a relevant operation/provision of an appropriate service by the Bank or violation of the Terms and Conditions/Agreement by the Client.

NOTICE

Means a message of a Party in Kazakh and/or Russian and/or English, sent in the manner, provided for in these Terms and Conditions and the Agreement, as well as in internal policies, standards and procedures of the Bank.

AUTHORIZED PERSON

Means a person authorized to open, maintain and/or close the account by the Client on the basis of a power of attorney or otherwise not contradicting the Applicable Legislation.

AUTHORIZED BODY

Means the National Bank of the Republic of Kazakhstan and/or other authorized state body.

TERMS AND CONDITIONS

Means these Terms and Conditions for Banking Service under Bank Account Agreement in the Bank.

FATCA

Means the US Foreign Accounts Tax Compliance Act.

III. Account Opening and Maintenance

1. In order to conclude the Bank Account Agreement and open the Account the Client shall provide the Bank with documents requested by the Bank pursuant to the Applicable Legislation and internal requirements of the Bank, including but not limited to documents, listed in Annex No.1. The Account for the Client shall be opened after the Bank takes due diligence measures, provided for by the Applicable Legislation and internal requirements of the Bank. The Bank may refuse any legal entity or a standalone division of a legal entity (branch or representative office) to open the Account in cases and on the grounds, provided for by the Applicable Legislation and internal requirements of the Bank.

2. The Bank may at its sole discretion and without prior consent of the Client periodically make changes in the list of data and documents needed to open and maintain the Account, if required in accordance with the Applicable Legislation and/or internal policies, standards, procedures of the Bank. The Client hereby agrees and undertakes to provide additional information and documents as per the modified list, provided by the Bank and in the time period agreed with the Bank.

3. In case of any changes in the information and documents submitted by the Client to the Bank, or occurrence of new information, related to the Account (including, but not limited to, the information on the Client, Authorized Persons, information and documents, necessary for the Client's fulfillment of obligations, stipulated by the anti-money laundering legislation, information on beneficiary owners, kind of activity and source of funding for transactions being conducted, other similar information), the Client shall immediately notify the Bank on it in writing. Any such changes shall be effective for the Bank after the Bank confirms that the Bank has received such notice only. The Bank shall be entitled to require and the Client shall submit to the Bank the documents confirming these changes within the period agreed with the Bank. Hereby, the Client confirms that all data and information being provided by the Client for the purposes of the Agreement, including, but not limited to, the information specified in a statement or written instructions are true, complete and accurate.

4. The Client may use the Account to receive Money incoming in favour of the Client, transfer of Money between the Accounts, to other Accounts of the Client or in favour of third parties, to receive from the Client and disburse Cash Money to it pursuant to the requirements of the Applicable Legislation and these Terms and Conditions.

5. The Client hereby agrees that the Money deposited to the Account on its behalf, may be received by the Client in cash in the branch of the Bank where it was deposited to the Account, or in another branch of the Bank in the territory of the Republic of Kazakhstan in the order, prescribed by the Applicable Legislation and internal policies, standards and procedures of the Bank.

6. The Bank shall make payments and transfers of Money in accordance with the instructions of the Client and only within the balance on the Account or within the overdraft agreed between the Parties, in the availability of a separate agreement between the Bank and the Client.

7. Should there be insufficient Money on the Account, the Bank shall be entitled to return the payment documents to the Client without execution. The Bank shall not carry out a partial fulfillment of the Client's instructions.

8. The Bank shall credit the Account for the amount transferred to it (less fees and expenses associated with that transfer), within the timeframes, established by the Applicable Legislation. The Client shall notify the Bank on crediting to its Account of the amount it did not expect not later than three (3) Business Days after the value date.

9. The Bank shall provide the Client with Statements. The Client shall independently determine the frequency of receiving the Statements in view of technical capabilities of the Bank, and shall assume all risks and responsibility associated with the selected frequency. The Statement may be provided to the Client in the form of paper print or in soft copy (in the availability of appropriate agreement between the Bank and the Client for the provision of electronic banking services).

10. In case of non-receipt of a regular Statement the Client shall immediately inform the Bank. If the Statement, to be provided to the Client at the address specified by the Client, is returned to the Bank, the Bank shall send the Statement again. In case of return of the Statement to the Bank due to the absence of the address specified by the Client or the Client at that address, the Bank shall keep the Statements within ten (10) calendar days, and afterwards shall destroy them. The Client hereby assumes responsibility and all possible risks associated with non-receipt of the Statement.

11. In case the Bank detects an error in the operation on the Account, Statement and/or other information, that the Bank provided to the Client, the Bank shall immediately notify the Client on it and correct all errors made. The Bank may make adjustments of erroneous instructions and/or unauthorized payments by crediting or debiting the Account on the basis of the Agreement and these Terms and Conditions, without additional consent of the Client. The Bank shall be responsible for the actual damage caused to the Client in this context, only if it is proved that the instruction was erroneous through the fault of the Bank.

12. Account Statements shall be sufficient evidence that the Client has been advised of all operations on the Account, and the absence of immediate notification of the Bank on erroneous operations shall be the risk and responsibility of the Client.

13. The Client shall check all correspondence obtained from the Bank (Account Statements and/or any other information) immediately upon receipt. In addition, the Client shall check the correctness of the Bank fulfillment of the Client's instructions. If the Client detects any inaccuracies and/or incomplete fulfillment, it shall immediately notify the Bank on it.

14. In case, when the Client fails to provide a written objection regarding the content of the correspondence, received from the Bank (Account Statements and/or any other information), within three (3) months from the date of mailing to the Client, it will be deemed that it has approved its content. In this case, the Client may not require the Bank to correct erroneous operations, as well as indemnification of losses, caused by such operations, unless otherwise set out by a legally effective court decision or agreement of the Parties. The Bank may and shall correct arithmetic errors even after expiration of the specified period.

15. The Client shall assume the risk, associated with opening and maintenance of the Account in foreign currency, which may arise due to limitations, set by the Applicable Legislation in respect of foreign currency and operations with it, including, but not limited to, introduction of foreign exchange control.

16. All foreign currency transactions shall be carried out in the manner prescribed by the Applicable Legislation, including, but not limited to, the ban on settlements in foreign currency between the residents of the Republic of Kazakhstan and other requirements of the Applicable Legislation for conducting foreign exchange transactions.

17. The Client shall confirm, that it is aware of the responsibility for violation of the Applicable Legislation, regulating foreign exchange transactions, the duties of the Bank in view of its fulfillment of functions of a currency control agent, established by the Applicable Legislation, as well as the

Bank notification of the law enforcement bodies and the Authorized Body on violations of the Applicable Legislation, made by the Client.

18. The Bank shall have the right to determine and control directions of the Client's use of Money, set up control over the Account and restrictions of the Client's right to freely dispose of Money in cases stipulated by the Applicable Legislation and/or Terms and Conditions/Agreement, as well as by other agreements, according to which Money/Account are pledge or otherwise enforce the Client's obligations.

19. The Client shall carefully handle the forms, data media and means of communication, made available to it by the Bank. If the Client becomes aware of circumstances such as loss, theft or misuse of those forms data media and means of communication, it shall immediately notify the Bank on it in writing. The Client shall bear responsibility for the consequences of improper use of the forms, data media and means of communication, unless the Client proves the absence of its guilt.

20. The Client undertakes to provide or ensure provision of information and documents necessary for the Bank to implement and comply with all requirements of the required procedures "Know Your Client", client/its representatives and/or beneficiary owners due diligence or other similar procedures, existing in the Bank and/or established by the Applicable Legislation.

21. The Bank shall be entitled to unilaterally refuse to fulfill these Terms and Conditions/Agreement on the grounds and in the manner prescribed by the Applicable Legislation and/or these Terms and Conditions/Agreement.

22. The Client undertakes to provide the Bank, at its request, with information and documents required by the Bank to identify the Client (or its representative), discover the beneficial owner, information on tax residence, type of activity and source of funding for the transactions being carried out, as well as other information and documents required by the Bank for its fulfillment of the requirements of the Applicable Legislation of the Republic of Kazakhstan and other countries on counteraction to legalization (laundering) of proceeds of crime and terrorist financing, as well as other requirements of Applicable Legislation of the Republic of Kazakhstan and laws of other countries and international contracts applicable to the Bank and/or Client.

IV. Account Statements

1. The Bank shall provide the Client with Statements in accordance with the frequency, specified by the Client in the application for account opening or once a year. The Statement shall be provided to the Client in hard copy or by e-mail.

2. In case of non-receipt of a regular Statement the Client shall immediately inform the Bank.

3. If the Statement, to be provided to the Client at the address specified by the Client, is returned to the Bank, the Bank shall send the Statement again. In case of return of the Statement to the Bank due to the absence of the address specified by the Client or the Client at that address, the Bank shall keep the Statements within ten (10) calendar days, and afterwards shall destroy them. The Client hereby assumes responsibility and all possible risks associated with non-receipt of the Statement.

4. The Account Statements shall be sufficient evidence that the Client has been advised of all operations on the Account, and the absence of immediate notification of the Bank on erroneous operations shall be the risk and responsibility of the Client.

V. Cash Services

1. Teller operations with Cash Money include receipt, withdrawal, recount, change, exchange, sorting, packing, and storage of banknotes and coins in different currencies by the Bank and crediting funds to the Account shall be carried out during a Transaction Day in the manner, prescribed by the Applicable Legislation, internal rules, standards, procedures of the Bank and regulations of the relevant payment system.

2. The Bank shall credit the Client's Account with an actual amount of Money at the end of its reception, per banknote count and packing. Cash shall be disbursed within the Account balance net of Bank fee. In the event of Cash Money withdrawal in large amounts, determined by the Bank in

accordance with its internal policies, standards, procedures, the Bank shall have the right to require a preliminary notification from the Client forty-eight (48) hours prior to conducting that transaction.

3. Cash transactions in the service network of other banks shall be carried out in transaction hours of those banks in the manner prescribed by that bank, rules of the relevant payment system and Applicable Legislation.

VI. Payments and Transfers of Money

1. All payments and transfers of Money shall be made by the Bank with due consideration of the time, required for implementation of a banking operation, unless otherwise provided by the Applicable Legislation.

2. The Account shall be operated by means of providing written instructions to the Bank by the persons specified in the Document with Signature Samples. Instructions on operation of the Account shall be made on standard forms, being used by the Bank in compliance with the requirements for the compilation and providing instruction on payments and transfers of money and/or other requirements set by the Applicable Legislation and conditions of these Terms and Conditions/Agreement. The Client shall have the right to provide the Bank with instructions in other form, provided that these instructions will contain all the information, necessary for the Bank's proper performance of the Client's instruction. In this case the Bank shall independently form the payment document in the form, required by the Applicable Legislation or being used by the Bank. Herewith, this service shall be paid by the Client pursuant to the existing Bank Tariffs.

3. Any other methods for providing instructions on operation of the Account shall be separately agreed upon between the Bank and the Client in writing, after which these instructions will be accepted by the Bank for fulfillment.

4. The Bank shall not accept and carry out: unclear instructions; payment documents, not filled or not signed on behalf of the Client, or not containing the data, provided for by the Applicable Legislation; payment documents, filled out in pencil, containing the signs of forgery, correction, addition and erasure, as well as the instructions on conducting transactions, violating the Applicable Legislation; in other cases provided for by the Applicable Legislation, including (but not limited to the listed below) errors, omissions in the fields of payment documents, mandatory for filling out. The Bank shall return such payment documents to the Client explaining the reasons for refusal. The Bank shall not be liable for losses and damages incurred by the Client in connection with the Bank's refusal to perform such instructions.

5. The Bank shall accept instructions of the Client in the manner and within the time limits established by the Applicable Legislation. The Bank shall refuse to accept the payment document on the grounds and within the time limits, provided for by the Applicable Legislation.

6. The Client hereby acknowledges and agrees that the Bank is actively working to prevent the occurrence of the Bank's involvement in criminal activities and schemes on money laundering, including, without limitation, legitimization of the proceeds of crime, terrorism, fraud, corruption, etc. The Bank performance standards are aimed at preserving and protecting the Bank's reputation, as well as to ensure that Clients' trust in the Bank's integrity is not compromised. In this regard, the Bank at its own discretion, shall impose certain requirements to payments and transfers of Money of Clients, to be carried out by the Bank, which may periodically change. For example, the Bank may set up criteria, by which a particular payment or transfer of Money may be classified as unusual/suspicious payment or transfer of Money, due to which the Bank shall be entitled to refuse to provide its services.

The Client hereby takes into consideration and agrees that:

- the Bank may apply the systems, detecting payments or transfers of Money, that meet the criteria, established by the Bank, as described above;
- when detecting such payment or transfer of Money of the Client the Bank shall have the right to refuse to accept the payment document of Client and/or request provision of any additional information, necessary for the analysis of the specified payment/transfer. In failure to provide such information within the time limits specified by the Bank, the Bank shall be entitled to return the Money received in favour of the Client or refuse to accept the payment document.

7. The Client hereby acknowledges and agrees that for reasons beyond the Bank's control, the correspondent bank may refuse to execute the Payment Document or carry out other actions in

respect of the Payment Document and/or Money of the Client being forwarded by such Payment Document on the grounds of its internal procedures and/or legislation applicable to the correspondent bank. In this case, the Bank may refuse to accept the Payment Document, and in relation to the Payment Document accepted by the Bank, which was not executed or was improperly executed by the correspondent bank the Bank shall not bear any responsibility to the client for the activities of the correspondent bank.

8. The Parties hereby agree that any and all instructions of the Client to make payments and transfers, including, without limitation, payment of taxes and other obligatory payments to the budget shall be accepted only within a Transaction Day. The instructions, made by the Client after the Transaction Day, shall be deemed to have been received by the Bank on the next Business Day. The Client shall assume all risk and liability associated with delivery to the Bank of instructions on implementation of payments and transfers, including, without limitation, payment of taxes and other obligatory payments to the budget after the Transaction Day.

9. The Client hereby represents and warrants that it assumes all risk and liability, associated with incorrect indication in payment documents of its business identification number or identification number of a beneficiary, as well as other details, related to identification of the Client or beneficiary, and indication of erroneous codes, the indication of which is required in accordance with the Applicable Legislation.

10. If necessary, the Client shall specify the value date in payment documents. The rights and obligations of the Bank in connection with the acceptance of such payment documents shall be regulated by the Applicable Legislation.

11. Revocation of the instruction the Bank has accepted by the Client and suspension of fulfillment of instructions shall be carried out in the manner and within time limits established by the Applicable Legislation.

12. The Bank shall transfer Money from one Account of the Client to another, opened in the Bank, in the availability of a written instruction of the Client duly executed and in accordance with the Applicable Legislation.

13. Presentation of instructions on payments and transfer of Money in electronic way, as well as orders on their revocation shall be carried out on the grounds and in the manner, prescribed by the relevant agreement(s) for provision of electronic banking services between the Bank and the Client. These Terms and Conditions and the Bank Account Agreement shall regulate the issues on the Bank processing of payment documents, delivered by electronic systems, to the extent, not regulated in such a special agreement.

VII. Debiting Money from the Account

1. Debiting of Money from the Account under instructions of third parties shall be carried out with the Client's consent only, except as expressly permitted by the Applicable Legislation and these Terms and Conditions. In sufficiency of Money to execute all filed instructions in the form of a requirement, such instructions shall be executed on a first-served basis, unless other priority is provided by the Applicable Legislation. In the insufficiency of the Client's Money to satisfy a regular claim, filed to the Client, the Bank shall store the received claims within a year till receipt of amount of Money in favour of the Client, which is sufficient to satisfy such claim, except for cases as provided for by the Applicable Legislation. Upon filing several claims to the Client, the Bank shall withdraw the Client's Money in the priority, established by the Applicable Legislation.

2. Due claims of third parties shall be accepted and executed without additional consent of the Client on the grounds of a decision of the appropriate court or public authority of the Republic of Kazakhstan, as well as on the other grounds, stipulated by the Applicable Legislation.

3. Additional consent of the Client shall not be also required, if the third party claim is based on the existing agreement between the Client and relevant payment recipient, providing for the possibility of direct debiting of the Client's Account to the amount, specified in the agreement. In this case, the Client shall conclude the agreement with the Bank in writing in advance, containing the Client's consent for withdrawal of money from the Account on the grounds of requirements of third parties determined by the Client and determining the documents, in the availability of which the Bank shall make payment by direct debiting of the Account.

4. The Bank may debit the Client's Account without its prior consent to any and all amounts payable by the Client to the Bank, including, but not limited to, indebtedness on the existing money liabilities of the Client to the Bank, as well as any and all fees, the Bank has the right to on the grounds of these Terms and Conditions, and any amounts withheld from the Bank by third parties under the Client's obligations in accordance with the requirements of the Republic of Kazakhstan Applicable Legislation, laws of other countries, including, but not limited to FATCA, international agreements.

VIII. Conversion Services

1. The Bank shall provide the Client with services on non-cash foreign exchange (conversion services) only.

2. The Client shall comply with the Applicable Legislation on the conditions of exercising conversions and the use of converted Money.

3. The conversion shall be made within the balance on the Account, on the basis of duly executed instruction. The conversion rate shall be agreed between the Bank and the Client. The Bank in accordance with the Applicable Legislation shall conduct operations on conversion:

a) from foreign currency to Kazakh Tenge (FCY-KZT);

b) from Kazakh Tenge to foreign currency (KZT-FCY);

c) from foreign currency to another foreign currency (FCY-FCY) – in the availability of relevant technical capabilities of the Bank only.

4. The Client at its own discretion shall have the right to authorize the Bank to convert Money from any of the Client's Accounts opened in the Bank, from one currency to another.

IX. The Use of Operational Communication Facilities

1. The use of operational communication (i.e. electronic, facsimile or other) facilities to transmit to the Bank of messages regarding operating the Account shall be carried out on the grounds of a separate agreement, which is concluded due to the availability of the Account in the Bank.

X. The Bank's Tariffs. Payment for the Bank's Services and Other Expenses

1. The Client undertakes to make timely and full payment for the Bank services, as well as reimburse all expenses incurred by the Bank in connection with execution of instructions and orders of the Client, pursuant to the Tariffs, effective at the time of providing services (which may vary at the Bank's discretion), in the currency the Client's order has been fulfilled, unless otherwise provided for by the Applicable Legislation.

2. The Bank may charge a fee for services it provided by direct debiting of the Client's Account to the amount of commission fees on the grounds of the Agreement and these Terms and Conditions, without additional consent of the Client. The Client shall have the right to challenge the amount of commission fees, debited by the Bank from the Account. In order to pay for monthly commission fees of the Bank the Client shall secure a balance on the Account, required for payment of the Bank monthly commission fees, as set out by the Bank Tariffs.

3. The information on the Tariffs shall be placed in operating areas of the Bank and its branches, as well as on the website of the Bank in a current mode with indication of information on the date of changes into the Tariffs, number of internal document and a body that has accepted these changes. The Client shall assume obligation to get themselves familiarized with the Tariffs, as well as responsibility and all possible risks, associated with failure to receive information on changes to these Terms and Conditions. After introducing amendments to the Terms and Conditions and/or Tariffs, they shall be considered an integral part of the Agreement.

4. Any costs incurred by the Bank in the event of its involvement in the proceedings between the Client and third parties, as well as any other expenses of the Bank, which may occur as a consequence of the Bank relations with the Client, and which are not specified in the Tariffs, shall be charged to the Client. The Bank shall render an account payable to the Client with indication of the

amount of costs. After receiving the account the Client shall pay it within ten (10) Business Days or provide a substantiated refusal.

5. The Parties hereby agree that in the event of termination of the Agreement the commission fee for the Account Maintenance paid by the Client shall not be returned.

XI. The Use of Third Party Services

1. The Bank shall be entitled to use the services of third parties in fulfillment of orders and instructions of the Client, and in performance of its obligations under agreements with the Client, as well as in placement of assets and documents at third parties for storage on behalf of the Bank, including, but not limited to cases, when the use of third party services is directly provided for by the Applicable Legislation.

XII. Liability of the Parties

1. Each Party shall bear responsibility for violation of the conditions of these Terms and Conditions in accordance with the Applicable Legislation, provisions of these Terms and Conditions/Agreement.

2. The liability of the Bank shall be determined by the size of the actual damage, caused to the Client and/or third party as a result of guilty actions of the Bank in the performance of these Terms and Conditions, Agreement.

3. The Parties hereby unconditionally and irrevocably confirm that neither Party has obligations and bear responsibility to the other Party and/or third party for any indirect, collateral and/or consequential loss (including loss of profits and/or loss of benefit), which may arise in connection with these Terms and Conditions, Agreement.

4. The Bank shall not bear responsibility for any costs, losses or damage of the Client incurred as a result of the Client's failure to provide the information requested by the Bank according to these Terms and Conditions, or provision of inaccurate, incomplete or unreliable information, including the information requested under the Applicable Legislation, as well as applicable laws of foreign countries, including, but not limited to the requirements of FATCA, applicable to the relationships occurring in the Bank's providing banking services to the Client.

5. The Bank shall not be responsible for any costs, losses or damage of the Client incurred through no fault of the Bank as a result of the correspondent bank actions in relation to the Client's payments, transfer and/or money.

XIII. Closing of the Account. Termination of the Agreement

1. The Agreement may be terminated at any time by mutual consent of the Bank and the Client. The Agreement may also be terminated unilaterally at the initiative of the Bank on the grounds stipulated by the Applicable Legislation and/or in case of the Client's failure to fulfill its obligations under these Terms and Conditions/Agreement, and/or in other cases provided for by these Terms and Conditions/Agreement. The Agreement may be unilaterally terminated by the Bank in cases when there are doubts when reviewing the operations being carried out by the Client, that the business relations are being used by the Client for the purpose of money laundering or financing of terrorism. Termination of the Agreement shall entail closure of all Accounts of the Client and, shall be carried out subject to limitations, provided for by the Applicable Legislation, accordingly.

2. Either Party may unilaterally terminate the Agreement by notifying the other Party in writing at least thirty (30) calendar days prior to the expected date of termination of the Agreement. In this case, all obligations of the Client to the Bank under the Agreement shall be subject to immediate performance.

3. The Parties hereby agree that the Bank may also declare the termination of the Agreement and closure of the Client's Account in the event of absence of Money on the Account within ninety (90) consecutive calendar days, or availability of the Client's debt to the Bank on commission fees, or in the Client's violation of obligations under the Agreement/Terms and Conditions, including, without limitation the obligations on providing information and documents, loss of communication with the

Bank for a period exceeding twelve (12) months, in case of the changes in the strategy of the Bank or its shareholder, as well as on the other grounds, stipulated by the Agreement/Terms and Conditions.

4. The Bank shall close the Account on the grounds of the Client's application within ten (10) calendar days, but not later than thirty (30) Business Days after receiving the Client's application, except for cases, specified by the Applicable Legislation and Agreement. The Bank shall be entitled to refuse the Client closing the Account and/or terminating the Agreement unilaterally, as aforesaid, when the Client has outstanding obligations to the Bank, as well as in other cases, stipulated by the Applicable Legislation.

5. The Agreement shall cease to be in force on the grounds and in the manner prescribed by the Applicable Legislation.

6. In the event of outstanding obligations at the date of loss of effect or termination of the Agreement, the Agreement shall cease to be in force only after the client's and the Bank's execution of all remaining instructions and obligations arising under the Agreement and/or under other arrangements effective at that moment between the Bank and the Client. The Client agrees that the Bank on the grounds of these Terms and Conditions and Agreement shall have the right to carry out direct debiting of the Account and make the repayment of all and any indebtedness of the Client to the Bank at the expense of Money available on the Account without additional consent of the Client. If it is not possible to terminate the Bank obligations due to the nature of certain documents remaining in force (e.g. bank guarantee, open letter of credit, etc.), the Client shall provide the appropriate security for its obligations to the Bank, at the Bank's request.

7. Within three (3) Business Days after closing the Account the balance of money shall be paid to the Client in cash, if allowed by the Applicable Legislation, or shall be transferred to another Account or account in another bank, on the written instruction of the Client. In the absence of the Client's instructions in respect of the Money balance the Bank shall be guided by the Applicable Legislation.

XIV. Force Majeure

1. If any of the Parties is prevented or delayed to fulfill the obligations by the effect of circumstances of insuperable force – Force Majeure (as described below), then the Party's execution of obligations shall be suspended in proportion to the period of circumstances of insuperable force and to the extent they hinder or delay the fulfillment of obligations by the Party. Nevertheless, it shall be stated that such Party shall notify the other Party on occurrence of force majeure circumstances, in accordance with conditions described below.

2. Force Majeure means any circumstances beyond the reasonable control of the Party, including, but not limited to, fires (except for those occurred due to gross negligence or carelessness of the Parties), floods, earthquakes, wars (whether declared or not), revolts, strikes, civil wars or riots, failures in the computer networks of central banks, failings, defects and malfunctions in the communication, software, power supply facilities, as well as in the Internet, preventing the Parties from fulfillment of their obligations. Also the Parties shall not be liable for the circumstances beyond their control, such as adoption of legislative and other regulatory legal acts, as a consequence of which it may become impossible to fulfill the obligations under the Terms and Conditions/Agreement.

3. The Party, that has obstructions in fulfillment of obligations, shall notify the other Party in writing on the occurrence of Force Majeure and the impact of the latter on its fulfillment of such obligations within three (3) Business Days after occurrence of Force Majeure. If the Party has not made a notice on Force Majeure, as set out in these Terms and Conditions, it shall lose the right specified above, except for cases when as a result of Force Majeure it is impossible for such Party to give notice to the other Party.

4. The Party involved shall provide a written notice to the other Party on termination of Force Majeure and shall resume performance of its obligations within five (5) Business Days after termination of Force Majeure. If Force Majeure continues for more than one (1) month after its occurrence, any Party may terminate the Agreement by giving a written notice to the other Party on it not later than fourteen (14) calendar days before.

XV. Notices

1. Notices, provided for by these Terms and conditions\Agreement, shall be in writing in Kazakh or Russian languages. Notices may also be sent in English. Unless otherwise provided in these Terms and Conditions, these notices shall be delivered by hand against acknowledgement of receipt or shall be sent by SWIFT/ Reuters Dealing/ e-banking data transmission system/email with simultaneous forwarding of originals by courier service, with confirmation of receipt. All notices being forwarded as per this Article, shall be deemed to have been received:

- if delivered by hand or via courier service –on the date of receipt;
- if sent by SWIFT/ Reuters Dealing/ e-banking data transmission system/email – on the transmission date.

2. In the event of change in the address, fax or telephone numbers the appropriate Party shall timely notify the other Party on it, but not later than seven (7) calendar days after such change.

3. In the cases specified in these Terms and Conditions, the Bank may make notifications to the Client by inclusion of additional information in the Statement and/or placing information on the Bank's web-site. Such notices shall be considered to have been duly made in accordance with these Terms and Conditions.

XVI. Confidentiality

1. The Bank will take all possible measures to secure the confidentiality of information regarding the Client and the Account.

2. The Bank shall not be responsible if the confidentiality was violated through the fault of the Client itself or the confidential information was known or has become known to third parties from other sources.

The Client hereby authorizes the Bank (on the grounds of the Bank Account Agreement / Terms and Conditions and without any additional consent of the Client) to disclose any information (including when such information constitutes bank secrecy and/ or personal data) related to the Client, its Accounts in the Bank, Agreement and any other contracts between the Bank and Client, to third parties (including without limitation, the Bank's Parent Company, or its branches / representative offices / subsidiaries or other affiliates of the Bank or its Parent Company, contractors, consultants, auditors or any other service providers of the Bank, potential or actual representatives or successors of the Bank) provided that such disclosure is always exercised by the Bank on a confidential basis, as well as in the following cases: (a) in order to follow any obligatory provisions of the Applicable legislation, and/ or (b) in order to comply with any internal policies, procedures or regulations of the Bank and / or (c) in any other cases in connection with the parties' fulfillment of their obligations under the Agreement and/or other contracts between the Bank and the Client.

4. The Bank employees will access Confidential Information on a need-to-know principle only.

5. If the Bank as instructed by the Client sends Money, securities, checks, letters of credit or other documents to the address of the Client or third parties, the Client shall bear all risks associated with such forwarding, unless otherwise agreed in writing.

XVII. Personal Data

1. In case the Client transfers to the Bank the information related to an identified or identifiable on its basis subject of personal data, fixed in electronic, paper and/or other tangible medium, (hereinafter – "Subjects of Personal Data" and "Personal Data" respectively), the Client hereby confirms that it has received consents from the Subjects of Personal Data as per the requirements of the Applicable Legislation for the transfer and storage of their Personal Data, including cross-border transfer and storage, to the Bank on a confidential basis, including affiliates of the Bank, third parties, to the extent they are involved in providing services.

2. Personal Data, obtained by the Bank under these Terms and Conditions / Agreement and other contracts between the Bank and the Client, shall be subject to further processing, storage and transfer of such Personal Data by the Bank both inside and outside the Republic of Kazakhstan to persons, including without limitation, to the Bank affiliates, contractors, consultants, auditors or any other service providers of the Bank, provided that such disclosure is always exercised by the Bank on a confidential basis and for any of the following purposes: (i) compliance with "Know Your Client" or similar procedures, (ii) the Bank's compliance with the requirements of laws and regulations on

economic sanctions, embargo or limited impact measures, being applied, adopted or enforced by the Kazakhstan and US Governments, the U.N.O., the European Union, the United Kingdom or respective governmental institutions or agencies of any of the above, (iii) the Bank's fulfillment of any applicable FATCA requirements, (iv) the Bank's fulfillment of any applicable requirements on combating the legitimization of proceeds of crime, (v) the Bank's fulfillment of any applicable financial or foreign exchange control requirements, (vi) the Bank's compliance with requirements of current statutory and regulatory requirements of the Republic of Kazakhstan, (vii) compliance of the Bank or its affiliates with the statutory and regulatory requirements of the countries where there is the Bank and/or affiliates of the Bank, their branches/ representative offices/subsidiaries or (viii) for the purpose of the Bank's implementation of any other objectives, associated with daily banking activities of the Bank and/or in connection with fulfillment by the parties of their obligations under the Bank Account Agreement and/or other contracts between the Bank and the Client.

3. The Client unconditionally agrees with the above conditions and guarantees that the Bank's exercising of the above actions in relation to the Personal Data is agreed with the Subjects of Personal Data. At request the Client shall provide the Bank with the evidence of obtaining consent of the Subjects of Personal Data to process the Personal Data.

XVIII. Applicable Law

1. These Terms and Conditions and Agreement are made and regulated by the Applicable Legislation. All the rest, including those not regulated by these Terms and Conditions, but resulting from them, shall be regulated in accordance with the applicable legislation of the Republic of Kazakhstan.

2. If any provision of these Terms and Conditions/Agreement ceases to be in force, becomes illegal in any connection, this shall not affect or impair the validity, legality or enforceability of other provisions, contained in those documents in any way. Herewith, in such cases the Parties have agreed to make every effort to replace the invalid provision with a new legally valid one.

3. All disputes, claims and controversies between the Parties shall be settled by negotiations. In case no agreement is achieved between the Parties, such disputes, claims and controversies shall be subject to settlement in the courts of competent jurisdiction of the Republic of Kazakhstan, pursuant to the Applicable Legislation.

XIX. Final Provisions

1. **Assignment of Rights and Obligations.** The Bank shall be entitled to transfer or delegate its rights and obligations under this Agreement in the manner prescribed by the Applicable Legislation, unless the Parties have agreed otherwise in writing. The Client may not assign nor delegate any rights or obligations in connection with the Agreement without a prior written consent of the Bank. Any attempts of such assignment or transfer, in violation of this Article, shall not have legal force and effect. These Terms and Conditions and Agreement are binding for the Parties, their successors and authorized persons.

2. **Complete Agreement.** These Terms and Conditions, Agreement and Tariffs constitute the entire understanding of the Parties and supersede all previous written or oral agreements or arrangements between them in respect of the procedure for opening, maintenance and closure of the Client's Account.

3. **Headings.** The titles of Articles and other headings, contained in these Terms and Conditions, are used for convenience only and do not contain any restrictions, characteristics or interpretation of any provisions of these documents.

4. **Changes in Terms and Conditions / Tariffs.** The Bank may introduce amendments in these Terms and Conditions and Tariffs at its own discretion and shall inform the Client on it at least ten (10) calendar days prior to their entry into force. Herewith, the changes being introduced due to amendments in the Applicable Legislation may immediately enter into legal force. Informing shall be made either by sending a written notice to the Client (confirmation on receiving such notice by the Client is not required), or via mass media, or by introducing additional information in the Statement, or by placing on the web-site of the Bank. If the Client disagrees with the changes, the Client shall

have the right to notify the Bank on it in writing and terminate the Agreement in the manner and in compliance with provisions, stipulated by Section XIII of these Terms and Conditions.

5. **Language.** All documents, relating to these Terms and Conditions/Agreement are made in Kazakh and Russian languages. The documents may also be forwarded in English. The text of the Terms and Conditions/Agreement in Russian shall prevail if there are any discrepancies. Applications, the Client's instructions and the Agreement may be completed and signed by the Client in any of the three languages, acceptable for the Client.

What does the Bank need from you?

In order to open the account the Bank needs:

- ❑ A duly signed and sealed Bank Account Agreement.
- ❑ Two duly completed Documents with Signature Samples for each account. Please, provide two notarized copies of Documents with Signature Samples, otherwise the authenticity of signatures of persons, listed in the Document with Signature Samples and seal impression, will be acknowledged by the authorized persons of the Bank, in the personal presence of persons, listed in the Document with Signature Samples and seal impression.
- ❑ Copies of passports/identity samples of all persons, authorized to open, close and manage the accounts. Please, provide the original document to validate the copy, or please, provide a notarized copy of the document. For foreign citizens, please, provide a notarized translation of the passport.
- ❑ Additional documents on the account. Such documents vary depending on your legal status.

Basic Information on a Set of documents, according to the Applicable Legislation

- ◆ **Power of Attorney.** In accordance with the Applicable Legislation, a power of attorney may be issued for a period not exceeding 3 years. In case, no validity period is specified in a power of attorney, it shall be valid for one year from the issue date. The power of attorney, which does not specify the date of its issuance, shall be invalid.

Providing a decision of the general meeting of shareholders / participants or Board of the Directors on conferring a person with powers to act on behalf of the Client shall be required for the chief executive.

Applicable legislation provides for various types of bank accounts. In this connection, in case authorities are granted to open a particular type of account, the power of attorney shall contain indication for that type. If the Client wishes to grant its authorized person with powers to open any types of accounts, it is preferred to use the wording "open bank accounts". Also it is recommended to specify the right to operate the accounts, which includes the right to open, maintain and close the bank accounts.

If it is clearly determined in the text of the power of attorney that the authorized person has a right to make any transactions or sign any agreements, then such power of attorney shall be sufficient authority for opening of accounts.

- ◆ **Document with Signature Samples.** Documents with Signature Samples shall be duly completed, signed, notarized and bear a seal or the authenticity of signatures of persons listed in the document and seal impression shall be acknowledged by the authorized person of the Bank, in a personal presence of persons, listed in the Document with Signature Samples and seal impression. Herewith, only the official seal of the Client may be used. The use of seals, designed for special purposes (e.g., "For Information", "For Copies", "Human Resources Department", etc.) shall not be allowed. Should the authorities of a signatory be restricted or certain signature combinations be established, the Client should provide the Bank with a letter containing clear instructions.

Document with Signature Samples provides the right of First and Second signature. In accordance with the Applicable Legislation, the right of First Signature belongs to the chief executive of the Client or other person authorized by him/her, and the right of Second Signature – to the Chief Accountant or other employee. Presence of the Second Signature shall not be mandatory. IT should be kept in mind that persons included in the Second Signature shall not have the right of sole signature.

Positions of the authorized persons, specified in the Document with Signature Samples shall fully coincide with appropriate documents on authorization. If the power of attorney does not contain an indication of the position of the authorized person, the Client should also provide internal order acknowledging that the authorized person is appointed to the position indicated in the Document with Signature Samples.

In respect of a person, holding the right of First Signature, the Bank requires a document, granting the authority to operate the Account, and a document, confirming appointment to the position (both facts may be confirmed by a single document).

In respect of a person, holding the right of second signature, only a document confirming the appointment shall be required. In case of changes in the structure of authorized persons the Document with signature samples shall be replaced (if several authorized persons are listed in a single Document with signature samples). If the person, holding the right of second signature is the Chief Accountant, the Client shall provide a document of appointment only. An order by which persons are granted with the right of second signature shall be provided for persons in other positions.

- ◆ **Document Reasserting Authority of the Branch/Representative Office Manager.** Branch/Representative Office Managers shall be required to provide a document where the parent company authorized the branch/representative office manager to sign the Bank Account Agreement; open, maintain and close the Account.
- ◆ May we remind you that in case of replacement of the authorized person or a seal, you should provide the Bank with new duly completed, Documents with Signature Samples bearing a seal.
- ◆ Also, in case of the seal loss or suspension/ replacement of the Authorized Persons you should immediately and properly notify the Bank on it in writing.
- ◆ The documents shall be submitted by the Client in the form acceptable for the Bank and compliant with requirements of the Applicable Legislation. Acceptable form is a form thanks to which the Bank has an ability to verify the authenticity of documents. Copies certified by the authorized persons of the Bank (this rule also applies to the Charter, Certificate on State/Record Registration/Re-registration of a Legal Entity (Branch, Representative Office) and any other documents regarding legal status of the Client or legality of its activities, such as certificates of state bodies, licenses, etc.) or certified by a notary shall be acceptable. For example, if a non-resident submits a power of attorney or other documents to the Bank, they shall be provided either in the original, indorsed by handwritten signatures and corporate seal, or in a notarized copy and affirmed by Apostille with translation into Russian, or in a copy, certified by a local notary (notary of the Republic of Kazakhstan). If a document or signatures on the document are notarized by a notary of a foreign country, such document shall be affirmed by the Apostille or bear a stamp confirming the legalization of the document.

Documents shall be provided in Russian. If the documents were initially made in another language, a notarized translation shall be required. Herewith, if the Bank was provided with originals of decisions on authorization (including power of attorney), these documents shall not require notarization. In case copies were provided, these shall be either notarized (herewith, the Apostille or consular legalization with translation into Russian shall be required when notarized by a notary of a foreign country), or certified by the person, who signed the original document and bear the same seal.

If the Client provides documents, containing limitations of authorities with reference to other documents/decisions, the Client should provide the Bank with such documents/decisions or written acknowledgement of the Client according to which any responsibility associated failure to comply with those limitations moves to the Client.

If the Client carried out re-registration of a legal entity, the Client shall not be required to update or confirm the authorities of the Client's chief executive, except for cases of changes in the composition of shareholders/participants of the Client.