

Terms and Conditions for Providing Banking Service To Individuals and Sole Proprietors 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 General Terms and Conditions for Providing Banking Service to Individuals in the Bank are approved by the decision of the Executive Board of the Bank (Minutes No. 90 dated 24 April 2017).
3. These Terms and Conditions shall govern the relationship between the Bank and the Client associated with opening, maintenance and closing of 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. This document shall be delivered to all Clients of the Bank in writing 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 Schedule of Charges for those services only, which it actually provides to the Client.
6. 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.

7. If the Client is willing to obtain any additional services of the Bank, other than those provided for by these Terms and Conditions, it shall be required to enter into a separate agreement for provision of the relevant services, and to comply with other and/or additional requirements, provided by the Legislation in Force, internal policies, standards and procedures of the Bank.
8. 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 "Bank Expocredit" 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 Legislation in Force. 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.
Legislation in Force	Means current 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 funds in any currencies.
Bank Account Agreement/Agreement	Means a contract entered into between the Bank and the Client on the grounds of these Terms and Conditions and/or previously effective Terms and Conditions, which have been replaced by these Terms and Conditions, being integral part of this contract, regulating the rights and duties of the Bank and the Client in connection with opening, maintaining and closing of the Account.
Application	Means the Client's written declaration of will, granting the Bank with power to take actions, related to establishment and/or execution of legal relationship on banking service.
Client	Means an individual – holder of Account (Accounts), in accordance with these Terms and Conditions and Agreement. Client: : _____ - _____ _____
Overdraft	Means a debit balance on the Current Account.
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 hours established by the Bank in the Schedule of Charges, within which the Bank accepts payment documents and conduct other transactions, stipulated by the Legislation in Force. 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/Current Account	Means a current account for banking service of the Client in the Bank in any currency, which is assigned an individual identification code.
Schedule of Charges	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 Legislation in Force.
Authorized Body	Means the National Bank of the Republic of Kazakhstan and/or other authorized state body of the Republic of Kazakhstan, executing within its competence regulation and supervision over the banks' services on opening, maintaining and closure of the bank accounts.
Terms and Conditions	Means these Terms and Conditions for Providing Banking Service to Individuals in the Bank.
FATCA	Means the US Foreign Accounts Tax Compliance Act.

III. Account Opening and Maintenance

- 1.** To enter into the Bank Account Agreement and open the Account, the Client shall provide the Bank with the documents requested by it in compliance with the Legislation in Force and internal requirements of the Bank. The Account shall be opened to the Client when the Bank takes any actions on the proper inspection as provided for by the Legislation in Force and internal requirements of the Bank. The Bank may refuse an individual from opening of the Account as provided for by the Legislation in Force 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 Legislation in Force 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, information and documents, necessary for the Client's fulfillment of obligations, stipulated by the current anti-money laundering legislation, 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. Herewith, the Client shall confirm 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 an Application or written instructions are true, complete and accurate.
- 4.** The Client may use the Account to receive Money incoming in favour of the Client, to receive Cash Money from the Client and disburse it to him/her pursuant to the requirements of the Legislation in Force and these Terms and Conditions.
- 5.** The Client hereby agrees that the Money deposited to the Account on his/her 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 Legislation in Force and internal policies, standards and procedures of the Bank.
- 6.** The Bank shall make payments and transfer the Money according to the Client's instructions and only within the limits of the balance on the Account or under the Overdraft agreed between the Parties if there is any individual agreement between the Bank and the Client.
- 7.** If there is a lack of the Money in the Account, the Bank may return the payment documents to the Client unexecuted. The Bank shall not perform the Client's instructions in part.
- 8.** The Bank shall credit the Account to the amount transferred to it (net of the details of charges related to this transfer) within the time limits prescribed by the Legislation in Force. The Client shall be obliged to inform the Bank on crediting the amount not expected by it to its Account on or before three (3) Business Days as from the admission date.
- 9.** The Bank shall provide the Client with the Statements. The Client shall independently determine the frequency of receipt of the Statements considering the technical capabilities of the Bank and assume the whole risk and responsibility associated with the frequency selected. The Statement may be given to the Client in a hard copy or in electronic form (if there is an appropriate e-banking contract entered into between the Bank and the Client).
- 10.** If a regular Statement fails to be received, the Client should immediately notify the Bank on it. 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 the Client's additional consent. 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.** The Statements on the Account are sufficient evidence that the Client has been informed on all the operations on the Account and the absence of immediate notification of the Bank on erroneous operations is 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's fulfillment of the Client's instructions. If the Client detects any inaccuracies and/or incomplete fulfillment, availability of unauthorized operations, he/she 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 he/she 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 Legislation in Force 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 Legislation in Force, 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 Legislation in Force for conducting foreign exchange transactions.

17. The Client shall confirm, that he/she is aware of the responsibility for violation of the Legislation in Force, regulating foreign exchange transactions, the duties of the Bank in view of its fulfillment of functions of a currency control agent, established by the Legislation in Force, as well as the Bank notification of the law enforcement bodies and the Authorized Body on violations of the Legislation in Force, 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 Legislation in Force and/or Terms and Conditions/Agreement as well as other contracts pursuant to which Money/Account are the subject of a pledge or otherwise enforce fulfillment of the Client's obligations.

19. The Client shall take no risks with the letterheads, data media and communication means made available to it by the Bank. If the Client get to know about such facts as, for example, a loss, theft or improper use of such letterheads, data media and communication means, it shall immediately notify the Bank on it in writing. The Client shall be responsible for consequences of improper use of the letterheads, data media and communication means provided that the Client fails to prove the absence of its fault.

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 such as "Know your Client", due diligence of the Client, its representatives and beneficiaries or other similar procedures, existing in the Bank and/or established by the Legislation in Force.

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 Legislation in Force 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 his/her representative), to identify the beneficiary, data 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 Legislation in Force of the RoK and other countries on counteraction to legalization (laundering) of proceeds of crime and terrorist financing, as well as other requirements of the Legislation in Force 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 Banking of the Client

1. Teller operations with Cash Money include receiving, issue, recounts, change, exchange, sorting, packing, and storage of banknotes and coins in different currencies by the Bank and crediting Money to the Account shall be carried out during a Transaction Day in the manner, prescribed by the Legislation in Force, 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 Money 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 twenty-four (24) hours prior to conducting that transaction.

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

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 Legislation in Force, internal policies, standards and procedures of the Bank.

2. The Account shall be operated by means of providing written instructions to the Bank by the Client. 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 Legislation in Force and conditions of these Terms and Conditions/ Agreement.

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 Legislation in Force; 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 Legislation in Force; in other cases provided for by the Legislation in Force, including (but not limited to the listed below) errors, omissions in margins 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 Legislation in Force. The Bank shall refuse to accept the payment document on the grounds and within the time limits, provided for by the Legislation in Force.

6. The Bank shall make payments and Money transfers in accordance with the Client's instructions and within the limits of balance available on the Account only. In case there is insufficient money on the Account, the Bank shall be entitled to return the payment documents to the Client without fulfilling them. The Bank shall not partially fulfill the Client's payment documents.

7. The Bank shall credit the Account for the amount, transferred thereto (less of fees and expenses related to such transfer), within the time limits, specified by the Legislation in Force. The Client undertakes to notify the Bank on crediting of his/her Account for the amount the Client did not expect and/or should not have received, no later than three (3) Business Days after the value date.

8. The Parties hereby agree that any and all instructions of the Client to make payments and transfers shall be accepted within a Transaction Day only, unless otherwise specified in the Bank's Schedule of Charges. 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 after the Transaction Day.

9. The Client hereby represents and warrants that it assumes all risk and liability, associated with incorrect indication of details in payment documents.

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 Legislation in Force.

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 Legislation in Force.

12. 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 Client's payment document 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.

13. 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.

14. The Client shall provide his/her consent to the Bank for provision of any information on payments being made, Money transfers, payment documents to the law enforcement bodies, the Authorized Body, as well as to any other state bodies and institutions in cases, stipulated by the Legislation in Force.

15. The Bank transfers the Money from one Client's Account to another opened in the Bank, if there is any Client's instruction executed in a proper manner and in accordance with the Legislation in Force.

16. Instructions on Payments and transfers of Money as well as orders on their revocation are submitted on the basis and as provided for by the relevant e-banking contract (s) entered into between the Bank and the Client. These terms and conditions and the Bank Account Agreement govern the issues of processing of the payment documents by the Bank delivered via electronic systems in a part not governed in such special agreement.

17. Standing Order

17.1 The Bank at the request of the Client, if the Client is required to make regular payments and/or transfer Money in favour of one or several beneficiaries, on behalf of the Client makes nonj-cash payments and/or transfer of Money in accordance with the transmitter's standing order provided by the Client (hereinafter referred to as "the Standing Order").

The Standing Order is implemented by the Bank without any payment documents additionally submitted by the Client to the Bank in accordance with the terms and conditions of the Standing Order, if one or several beneficiaries submit the confirming documents to the Bank.

When implementing the Standing Order the payments are made and/or money is transferred on an automatic basis.

17.2 The payment and/or money transfers under the Standing Order (the form is approved by the Bank) are made to the details of one or several beneficiaries specified in the Standing Order, if there is sufficient amount on the Account to implement it.

17.3 The Bank fails to transfer a regular payment in part, if there is a lack of money on the Account. If the currency of the regular payment differs from the currency of the Account from which it is made, the Bank when making the payment converts the currency at the exchange rate of the currency conversion established by the Bank as of the date of payment.

17.4 The Bank's obligations to the Client on the money transfer in accordance with the terms and conditions of the Standing Order are deemed to be performed as from the date of writing off from the Client's account as per schedule.

VII. Debiting of 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 Legislation in Force 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 provided by the Legislation in Force. 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 Legislation in Force.

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

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 withdrawal of Money from the Client's Account on a non-acceptance basis to the amount, specified in the agreement. In this case, the Client shall send to the Bank a prior written notice on the possibility of such claims to the Bank and provide the Bank with a notarized copy of such agreement, as well as other documents upon the request of the Bank.

4. The Bank may debit the Client's Account without his/her prior consent to any and all amounts payable by the Client to the Bank, including, but not limited to, indebtedness on the Client's existing money liabilities to the Bank, 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 Legislation in Force, laws of other countries, including, but not limited to FATCA, international agreements.

5. Suspension of transactions on the Account and/or arrest of the Money on the Account shall be executed by the Bank on the grounds specified by the Legislation in Force.

6. The Bank shall be entitled not to fulfill the Client's instructions, including those related to making payments/transfers in the cases provided by the Legislation in Force, these Terms and Conditions, the Agreement, internal policies, standards and procedures of the Bank.

VIII. Conversion Services

1. The Bank renders the services to the Client only for non-cash exchange of a foreign currency (conversion services).

2. The Client is obliged to comply with the available Legislation under the terms of conversions and use of the Money converted.

3. Conversion is carried out within the balance limit on the Account based on properly executed order. The conversion rate is agreed between the Bank and the Client. The Bank in compliance with the available Legislation implements the conversion operations:

- a) from a foreign currency to Kazakh Tenge (FCY-KZT);
- b) from Kazakh Tenge to a foreign currency (KZT-FCY);
- c) from a foreign currency to other foreign currency (FCY-FCY) – only if the Bank has the relevant technical capabilities.

4. The Client at its discretion may authorize the Bank to convert the Money from any of the Client's Accounts opened in the Bank from one currency to the other.

IX. Use of the Operational Communication Means

1. The operational (i.e. electronic, facsimile or other) communication means to transmit the messages to the Bank regarding the Account use are used pursuant to an individual contract entered into because of available Account in the Bank.

X. The Bank Schedule of Charges. Payment for the Bank 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 the Client's instructions and orders, pursuant to the Schedule of Charges, 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 Legislation in Force.
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 the Client's additional consent. 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 Schedule of Charges.
3. The information on the Schedule of Charges 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 Schedule of Charges, number of internal document and a body that has accepted these changes. The Client shall assume obligation to get familiarized with the Schedule of Charges, 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 Schedule of Charges, they shall be considered an integral part of the Agreement.
4. The commission fee for servicing the Current Account shall be collected by the Bank at the end each calendar month in consideration for the previous period, unless otherwise specified by the Schedule of Charges.
5. 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 Schedule of Charges, 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 Current Account maintenance paid by the Client shall not be returned to the Client.

IX. The Use of Third Parties' Services

1. The Bank shall be entitled to use the services of third parties in fulfillment of the Client's orders and instructions, 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 Legislation in Force.

X. Liability of the Parties

1. Each Party shall bear responsibility for violation of the conditions of these Terms and Conditions, the Agreement in accordance with the Legislation in Force, provisions of these Terms and Conditions/Agreement.
2. The liability of the Bank shall be determined by the size of 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 shall have 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 Legislation in Force, 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, state bodies of the Republic of Kazakhstan and/or other third parties actions beyond the Bank's control in relation to the Client's payments, transfer and/or Money.

XI. 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 Legislation in Force and/or in case of the Client's failure to fulfill his/her 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 Legislation in Force, accordingly.

2. Either Party may unilaterally terminate the Agreement by notifying the other Party in writing at least 30 (thirty) calendar days prior to the expected date of termination of the Agreement. In this case, all the Client's obligations 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 90 (ninety) 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 12 (twelve) months, in case of the changes in the strategy of the Bank or its shareholder, in the availability of Overdraft on the Account, 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 10 (ten) calendar days, but not later than 30 (thirty) Business Days after receiving the Client's Application, except for cases, specified by the Legislation in Force 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 Legislation in Force.

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

6. Within three (3) Business Days after fulfillment of all the Client's and Bank's obligations, the balance of Money on the Account shall be paid to the Client in cash, if allowed by the Legislation in Force, or shall be transferred to another Account or account in another bank, on the Client's written instruction. In the absence of the Client's instructions in respect of the Money balance the Bank shall be guided by the Legislation in Force, Terms and Conditions and/or General Terms and Conditions of the Bank's Banking Service.

XII. Disputes Settlement

1. For all disputes the Client shall address the Bank with inquiry in writing. Depending on the merits of the dispute the Bank shall independently determine the period of its consideration in accordance with the internal policies, standards and procedures of the Bank, of the respective international payment system.

2. In the event the Client's claim is acknowledged to be justified, the Bank shall correct the executed transaction, and undertake any other actions required to settle the situation.

3. In the event the claim of the Client is acknowledged to be unjustified, the Client shall reimburse the Bank all losses related to the consideration of the claim presented, including, but not limited to, the Bank's fees for the claim consideration, penalties of the respective payment system, which in some cases may exceed the amount of the disputed transaction. The Bank, on the basis of these Terms and Conditions and without any additional consent of the Client, shall be entitled to withdraw the amount of the incurred expenses from the Account.

XIII. 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 shall mean 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 events of Force Majeure of notorious facts shall not require any additional evidence or notice thereof. The evidence in respect of all other events of Force Majeure shall be presented by the Party concerned.

5. 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.

6. 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.

XIV. Notices

1. Notices, provided for by these Terms and Conditions\Agreement, shall be deemed to have been made in writing and have been received by the Client when such Notices are forwarded to the Client by the Bank using one of the following methods:

(a) delivery against receipt;

(b) by email;

(c) by mobile communication;

(d) by placing relevant information in the Internet on the web-site of the Bank;

(e) by placing relevant information in the mass media;

(f) via courier or other postal service – the date of receipt.

2. The Parties hereby agree and acknowledge that any Notices from the Client to the Bank shall be deemed to have been executed and received by the Bank, when such Notices are forwarded by the Client to the Bank using one of the following methods:

(a) delivery to the Bank's authorized employee against receipt;

(b) via courier or other postal service.

3. The addressee's Notice receipt date shall be considered:

(a) the date of delivery of postal item – for Notices to be delivered by hand or via courier or other postal service;

(b) the Notice mailing date – for the Notices, sent by email/mobile;

(c) the Notice placement date – for Notices placed in the mass media/in the Internet on the Bank's web-site.

4. The Parties hereby acknowledge that the Client shall assume all and any risk of the use of operational communication facilities for the purposes of sending and/or receiving the Notices (including, but not limited to, the risk of any intentional actions of third parties, among them fraud, unauthorized access to the information sent, as well as the loss of such information prior its receipt by the Client/ Bank, caused by malfunctions of the operational communication facilities, service providers, equipment, being used to transmit the Notices).

5. The Bank shall not be responsible for any failures in transmission of the Notices and/or for faults of any equipment, to be used for sending and/or receiving the Notice.

6. The Bank shall also not be responsible for any losses that the Client may have in connection with the dispatch of Notices with the use of operational communication facilities, including but not limited to the Client's losses, suffered by him/her due to the Client's non-receipt/untimely receipt of the Notices, malicious actions of the third parties, unless it is proved that those losses are the results of negligence or deliberate non-fulfillment of obligations by the Bank.

7. If there any changes in contact details/corporate details of one of the Parties, which the other Party uses and/or may use to send the Notice (for example, but not limited to, changes in the home or business address, phone number, e-mail address, etc.), the Party, undergoing such changes, shall immediately (in all cases, no later than seven calendar days after the date of such change) send the Notice to the other Party on it.

8. The Bank shall not be responsible for non-receipt or untimely receipt of Notices by the Client, due to any changes in the Client's contact details/corporate details, that he/she did not bring to the notice of the Bank in writing in accordance with these Terms and Conditions.

9. If the Bank, as stated in Article 6 Section XIX hereof, exercises its right and makes any changes and to these Terms and Conditions and/or the Schedule of Charges, the Bank shall be obliged to inform the Client on such changes at least ten (10) calendar days prior to their bringing into effect. Herewith, such informing will be deemed to have been executed in writing and received by the Client, if the Bank informs the Client using one of the methods, provided for in Article 1 of this Section (including, by entering additional information into the Statement) or by placing the relevant information at the Bank's offices.

10. 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.

XV. Confidentiality

1. Any information being transmitted by the Parties one to another relating to these Terms and Conditions/ Agreement, as well as the fact of Agreement conclusion and these Terms and Conditions joining shall be a confidential information and may not be disclosed to the third parties without prior written consent of the other Party.

2. The Bank will take all possible measures depending on it to secure the confidentiality of information regarding the Client and the Account.

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

4. The Client hereby agree that in order to open, maintain and close the Accounts, to execute the operations and transactions provided by these Terms and Conditions, the Bank shall be entitled to require for disclosure of any information as per the provisions of the Legislation in Force, internal policies, standards, procedures of the Bank, which specify the necessity to comply with the level of confidential information disclosure fixed therein, and the Client undertakes to provide the Bank, at its first request, with any information in accordance with the time frames, specified by the Bank, and in compliance with the Bank's confidentiality clauses, as provided by these Terms and Conditions.

5. 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, his/her Accounts in the Bank, Agreement and any other contracts between the Bank and Client, third parties (including without limitation, the shareholders of the Bank 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 current 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.

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

7. The Bank shall be entitled to suspend prior to obtaining the Client's consent, or stop providing banking services with subsequent termination of the Bank Account Agreement and other contracts concluded between the Bank and the Client in the manner prescribed by Section XI of these Terms and Conditions in the event of the Client's withdrawal of consent, or in the absence of the Client's consent for disclosure of the confidential information to third parties and/or the Client's consent for the Bank's use of Personal Data for the purposes of providing banking services, or other purposes specified in these Terms and Conditions.

XVI. Personal Data

1. The Client hereby grants his/her consent for collection, processing of his/her personal data in accordance with the requirements of the Legislation in Force. 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 gives his/her consent 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.

XVII. Applicable Law

1. These Terms and Conditions and Agreement are made and regulated by the Legislation in Force. 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 Legislation in Force.

XVIII. Other Provisions

1. The Client hereby understands and agrees that any of the Client's addresses to the Bank by telephone at the Bank's discretion may be automatically recorded using a recording device being applied by the Bank for this purpose.

2. The Client hereby represents and warrants that all and any Money he/she is depositing/crediting to the Account were legally obtained, and at the Bank's request such Client agrees to provide the Bank with documents/ other information, acknowledging the legality of the origin/receipt of such Money, including the cases, when the Client deposits/credits Money to the Account on behalf of an for the benefit of a third party.

3. The Client, being an individual entrepreneur, when closing the Account as well as carrying out transactions on the Account (including currency transactions):

(a) undertakes to provide the Bank with the documents related to the Client's status as individual entrepreneur in accordance with the procedures and in time provided by the Legislation in Force, internal policies, standards and procedures of the Bank;

(b) confirms his/her awareness of the Bank's responsibility to provide information on the Account opening/closure, payments and/or Money transfers made, and when necessary in combination with the originals of the documents, to the Authorized Body, tax and law enforcement authorities as well as other state bodies in cases and as per procedures provided by the Legislation in Force;

(c) confirms his/her awareness of the requirements of the currency legislation of the Republic of Kazakhstan applicable to individual entrepreneurs when they carry out currency transactions, as well as rights and responsibilities of the Bank as a currency control agent, and related responsibilities of the Client.

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 Legislation in Force, 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. Bindingness. These Terms and Conditions and the Agreement are binding for the Parties, their successors and Fiduciaries.

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. Complete Agreement. These Terms and Conditions, Agreement and Schedule of Charges 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.

5. Invalidity of Waiver. The Party's failure or delay in the use of any of its rights under these Terms and Conditions shall not be construed as a waiver of such a right, and shall not affect such Party's execution of its other rights. All rights, as well as duties, in accordance with these Terms and Conditions, shall be a part rather than exception of other rights and duties.

6. Changes in Terms and Conditions / Schedule of Charges. The Bank may unilaterally introduce amendments in these Terms and Conditions and Schedule of Charges 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 Legislation in Force 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), either via mass media, either by introducing additional information in the Statement, either 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 XI of these Terms and Conditions.

7. 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 discrepancies. Applications, the Client's instructions and the Agreement may be completed and signed by the Client in any of three languages, acceptable for the Client.