

APPROVED BY  
the Board of Directors  
of SB “HSBC Bank Kazakhstan” JSC

Chairman of the Board of Directors  
Derek Paul Lunt  
«17 » June 2008

## **GENERAL TERMS AND CONDITIONS**

**HSBC** 

## TERMS AND DEFINITIONS

<b>Account</b>	The account of the Customer with the Bank in a currency offered by the Bank
<b>Customer Account Number</b>	The code given to the Customer at the time of account opening consisting of twelve digits
<b>Agent</b>	The person holding a power of attorney given by the Customer for conducting Account operations or the person duly authorized in any other way to act on the customer's behalf
<b>Agreement on Bank Services</b>	The document concluded between the Customer and the Bank regulating the rights and obligations of both the Bank and the Customer for Bank services
<b>Authorized Person</b>	The person duly authorized by the Customer or legislation of the Republic of Kazakhstan to open and operate the Account in accordance with the legislation of the Republic of Kazakhstan
<b>Bank</b>	HSBC Bank Kazakhstan and its staff
<b>Bank Statement</b>	The printed statement of balance and transactions as provided by the Bank periodically
<b>Customer</b>	The holder of the Bank Account in conformity with these General Terms and Conditions of the Bank
<b>Customer Number</b>	Individual identification code given to the Customer consisting of six digits
<b>Document with Specimen Signatures and Specimen Stamp</b>	The document specifying the data of all persons authorized to operate the account together with specimen signatures and, for legal entities and entrepreneurs only, a specimen impression of the company stamp or seal if any
<b>Deposit</b>	Money given by the Customer to the Bank under Bank's obligations to pay the amount back at face value and to pay an interest in accordance with appropriate agreement signed by the parties.
<b>General Term and Conditions</b>	General Terms and Conditions for opening, maintaining and closing bank accounts and making deposits and disbursements, as set by HSBC Bank Kazakhstan
<b>Legislation</b>	The current legislation of the Republic of Kazakhstan, international agreements, conventions, ratified by the Republic of Kazakhstan in an appropriate way.
<b>Message</b>	Instructions given by or on behalf of the Customer and received by the Bank by means of facsimile, SWIFT, Reuter Dealing, electronic banking and any other operative communications which may be used by the Bank or the Customer
<b>Money</b>	Cash and non-cash value in any currency
<b>NBK</b>	The National Bank of the Republic of Kazakhstan
<b>Operating Hours</b>	From 09:00 am till 16:00 pm (Almaty time) – the Cash services From 09:00 am till 16:00 pm (Almaty time) - the other services
<b>Overdraft</b>	A debit balance on the Account
<b>Party/Parties</b>	The Party/Parties under the Agreement for bank services
<b>Tariff</b>	Bank Tariffs consisting of charges levied by the Bank for account maintenance and other Bank services
<b>TRN</b>	The Taxpayer's Registration Number

## ***Introduction***

1. These General Terms and Conditions are based on the legislation of the Republic of Kazakhstan and are in conformity with policies of the Bank and HSBC Group related to the opening, maintenance and closing of Accounts, payments, and other provisions as stated in these General Terms and Conditions. They apply to all Account types, including, but not limited to, corporate and personal Accounts. They are given to all Customers of the Bank for their agreement, adherence, reference and convenience. These Terms and Conditions are an integral part of the Agreement on Bank Services.
2. The General Terms and Conditions govern the relationship between the Bank and the Customer in connection with the existence of one or more Account(s) with the Bank and the services provided by the Bank. The Customer decides which services he/she is in need of. The Bank charges the Customer only for those services that are actually provided to the Customer.
3. The signature of the Customer on the Agreement on Bank Services certifies that the Customer has received, read and understood the General Terms and Conditions.
4. Certain services including, but not limited to, deposits, guarantees, letters of credit, loans, autopay, standing instructions, electronic banking system and securities can also be governed and be agreed by the specific agreements and conditions, separately agreed. In such cases both agreements apply.
- 4.1 The Bank determine marginal interest rates, amounts and terms of deposits and loans which are inherent part of the General Terms and Conditions. The Bank can change such marginal interest rates, amounts and terms at its sole discretion. The new marginal rates, terms and amounts of deposit/loans will come into force from the date the Bank takes decision to change and can be provided to the Customer under its request. The Bank within such margin indicators and basing on different factors (e.g. credibility of the Customer, current market status, etc) determines by its own the specific amounts, terms and interest rates of deposits/loans which it will be able to propose to the Customer. The Bank includes specific indicators of deposit/loan rates/amount/terms into appropriate agreements with the Customer or/and to Tariffs.

### ***I. Opening and maintenance of the Account***

5. The Bank opens the Account on the basis of the Agreement on Bank Services made between the Bank and the Customer after obtaining all the documents required as listed in the Account opening information provided by the Bank.
6. The Bank is entitled to make changes from time to time to the list of required documents for Account opening and maintenance if the legislation or the Bank's internal policies so require.
7. In the event of a change in data and/or facts relating to the maintenance of the Account (including but not limited to the legal status of a company, names of the persons entitled and authorized to sign on behalf of the Customer and other similar information) the Customer is obliged to notify the Bank immediately in writing. Any such changes shall be in force only upon confirmation of receipt by the Bank of this notice. The Bank is entitled to demand documents confirming these changes that the Customer is obliged to present.
8. The Account may be used by the Customer for the deposit, withdrawal and transfer of Money into other Accounts in compliance with the requirements of the legislation and these General Terms and Conditions.
9. The Bank shall make settlements by order of the Customer only within the limits of the balance on the Account or within an agreed Overdraft limit if and when such Overdraft is allowed under the legislation.

10. In the event of insufficient funds being in the Account, the Bank has the right to return a transaction order to the Customer unprocessed or to send to the Customer a notification about refusal within the term stipulated by the legislation.
11. The Bank shall credit the Account with any amounts transferred to the Customer (less the expense resulting from this transfer). On interest bearing Accounts the value date of such credits will be subject to the value dating rules as in force at that time, (which are subject to amendment from time to time without prior notice). The amount of the charge in respect of such transfer is stated in the Bank Tariffs subject to change by the Bank from time to time. The Bank may withdraw charges from the Account of the Customer without additional consent of the Customer.
12. If the Bank discovers an error, which has been made in an Account entry, confirmation, statement of Account and/or other information presented by the Bank to the Customer, the Bank is obliged to notify the Customer immediately. The Bank is obliged to adjust all the settlements made incorrectly without unjustified delays. The Bank is entitled to adjust settlements by way of crediting or debiting the Account without prior consent of the Customer. The Bank does not bear responsibility for the losses resulting from such adjustments unless these incorrect settlements have resulted from gross negligence on the part of the Bank.
13. The Bank provides the Customer with Statements on the Customer's account. The Bank takes commissions for that service according to the Bank Tariffs. The Bank can notify the Customer about the implementation of the Customer's payment instructions in free format.
14. The Customer is obliged to check all information contained in Bank Correspondence /notifications / advices (confirmations, account statements and/or other information) within one working day from the moment of receipt, and check for any errors and un-authorized transactions. If the Bank does not receive the Customer's notification about mistakes within that period the Customer must reimburse the Bank for any losses or costs, incurred because of such failure.
15. Account opening by third parties is completed on the basis of a notarized power of attorney in the name of the third party, or as otherwise stipulated by current legislation. The Bank shall not open the first bank account for the Customer with an application issued by a third party on behalf of the Customer.
16. The Maintenance and closure of the Account for a minor is carried out according to Kazakhstan legislation
17. In case of customer death, account maintenance and closure are carried out according to Kazakhstan legislation on the disposal of the property of the deceased person.
18. The Customer accepts the risks related to the opening and maintenance of the Account in a foreign currency which may arise in connection with restrictions set by the State bodies in respect of the foreign currency, including but not limited to the introduction of currency control or currency restrictions, as well as taxes or other obligatory payments which may be applied to the Money in the Account.
19. The Bank can implement remittances upon Customer's instructions to the accounts in different currencies. For that purpose the Bank converts the currency into the appropriate currency on the basis of the exchange rate fixed by the Bank at the moment of converting unless another rate is agreed. The transaction is carried out in compliance with currency legislation.
20. All foreign exchange transactions between residents and non-residents in the Republic of Kazakhstan are carried out via transfers through their bank accounts unless otherwise stipulated by the legislation.

## ***II. Cash Service***

21. All cash transactions including deposits, counting, sorting, exchange, crediting, withdrawals and payments in any currency are only available to Customers during Operating Hours, except for ATM transactions for individuals.
22. The Bank credits the Account of the Customer with the actual amount of money after receipt, physical count and packing. Cash payment is only made within the limit of the balance (less commission, if any, according to the Bank Tariffs) on the Account, except overdrafts. In case the Customer wishes to withdraw cash the Bank can demand five days prior written notification containing the information about the amount that the Customer is going to withdraw. In case the Customer subsequently fails to make the withdrawal, the commissions charged by the Bank for the cash withdraw will not be repaid. In case the Customer deposits a large amount the Bank can demand from the Customer the necessary documents to prove the origins of the money.
23. Cash service in currency is carried out in compliance with the currency legislation. For currency conversion in cash transactions, the bank will apply the exchange rate fixed by the bank at the time of conversion, unless another exchange rate has been agreed.

## ***III. Money Transfers***

24. All withdrawals from the Account are made by the Bank in order of priority determined and communicated by the Customer, unless otherwise stipulated by the legislation, and according to the currency control legislation.
25. The Customer, or an Authorized Person/Agent, if any, may dispose of the Money held in the Account by way of written instructions which should be on special forms, depending on account type, unless agreed otherwise, signed by the person(s) stated in the Document with Specimen Signatures and Specimen stamp.
26. Any other ways of presenting instructions must be agreed specifically by the Bank and the Customer in written form, after which the Bank will accept such instructions, if they conform to the current legislation.
27. The Bank accepts payment orders and instructions completed according to the requirements of current legislation. Otherwise the Bank, in terms providing by the legislation, shall return the relevant instructions to the Customer or send to the Customer a notification about rejection, pointing out the reason for rejection according to the terms of the legislation. The Bank shall not bear responsibility for any losses incurred by the Customer caused by the Bank not executing such instructions.

## ***IV. Charges from the Account***

28. Charges from the Account are made only with the consent or acceptance of the Customer, with the exception of the cases directly provided for by the Legislation in force, agreement and these General Terms and Conditions.
29. Payment orders of a third party are accepted for execution in compliance with legislation. The Bank has right to debit the Customer account without further authorization by the Customer if the third party provides the Bank with document containing permit of the Customer for the third party to debit Customer account without its authorization.
30. The Bank is entitled to debit the Account of the Customer without prior consent for payment of any and all amounts intended to redeem any debt or amount due from the Customer to the Bank and any and all charges to which the Bank is entitled based on the Bank Tariffs, General Terms and Conditions and any later amendments thereto, and for corrective entries of the Bank.

31. The Customer must carefully handle the forms, carriers of data and means of communication supplied by the Bank. If the Customer knows of such circumstances as a loss, theft or incorrect use in respect of such forms, carrier of data and means of communication, he/she is obliged to notify the Bank of it in written form.

#### ***V. Conversion Services***

32. The Customer is obliged to observe the legislation concerning the conditions of currency conversion and the use of converted Money.
33. Conversion is made within the available balance of the Account based on the properly prepared application of the Customer in a format established by the Bank or agreed between the Bank and the Customer. The Bank may not require the completion of an application for conversion in cases specified in points 19 and 23 above.
34. The rate of conversion is agreed between the Bank and the Customer. The Bank shall, subject to the Legislation in force and availability, carry out conversion operations for: a). Foreign currencies into Kazakh Tenge; b). Kazakh Tenge into foreign currency. Unless another rate is agreed the exchange rate is fixed by the Bank at the moment of conversion.

#### ***VI. Use of Electronic Banking Service***

35. The Bank provides the Customer with Electronic Banking Services under a separate agreement.

#### ***VII. Interest on Account***

36. Interest charges on credit facilities / Overdrafts is calculated on the following basis: in foreign / local currency – 360 days a year, 28-31 days a month (the actual number of days of borrowing);
37. Interest paid on Deposits is calculated based on the following basis: in foreign / local currency – 365 days a year; 28-31 days a month (the actual number of days of depositing)
38. The Bank pays interest on the balance of current accounts (in case it has been agreed) or Deposits to the Customer after deduction of taxes and other obligatory payments as prescribed by the Legislation.

#### ***VIII. Deposit Placement***

39. The Customer makes a deposit to the Bank on the terms agreed by both parties and in accordance with the legislation.
40. In the case that the Deposit sum is reduced for any reason, including the withdrawal of cash by the Customer from the savings account, claims by a third party, including the bank, (clause 44 of the present General Conditions), the Bank is entitled and authorized to open on behalf of the Customer a call deposit account and may transfer the remaining sum of the Deposit to this account. Interest payment in this case will be calculated at the deposit rates fixed by the Bank.
41. In the case of an unclaimed customer deposit at the deposits maturity, or the occurrence of the necessary condition in the case of a conditional deposit, the Bank is entitled and authorized to open on behalf of the Customer a call deposit account and may transfer the remaining sum of the Deposit to this account. Interest payment in this case will be calculated at the deposit rates fixed by the Bank.

### ***IX. Service charges of the Bank***

42. The Customer guarantees payment of service charges of the Bank as well as reimbursement of all expenses incurred by the Bank in connection with the execution of the instructions of the Customer at the prevailing rates and subject to the conditions under which the services of the Bank are paid for in compliance with the Tariff supplied by the Bank (which may be changed by the Bank unilaterally), in the currency in which the instruction of the Customer was executed unless otherwise agreed between the Bank and the Customer in written form.
43. The Bank is entitled to collect payment for the services provided, by way of direct debiting the Account of the Customer with the amount of the charges without the Customer's prior consent. In case of insufficient funds in the account to be debited, the Bank is authorized to debit the commission amount by conversion of an equivalent amount from any other account of the customer, in any currency. The conversion is calculated by the exchange rate fixed by the Bank on the day the bank debits the customers account for the service charges.
44. If the balance of the Account falls short of the amount of the charges due, the Bank will reserve the right, at its discretion, to make a legal claim from the Customer for unpaid charges in accordance with the Legislation, including the right to recover the sum of the charges outstanding, from any of the Customer's accounts, without the customers prior acceptance, or claim these amounts from other Banks with whom the customer has accounts. Alternatively the Bank may reduce the amount of such charges on the available balance on the Account and suspend the service thereon. The Bank will only consider the recommencement of a suspended service once any charges that would have accrued if the services had not been suspended and any previously reduced charges have been paid to the Bank.
45. The Bank is obliged to include in the Statement of the Account the confirmation of the collection of payment of charges and present additional written reports in case the details cannot be taken from other documentation relating to the relevant service of the Bank.

### ***X. Use of Third Party Services***

46. The Bank is entitled to use the services of third parties in the execution of instructions of the Customer and the performance of other agreements with the Customer.
47. The Bank does not bear any responsibility for the shortcomings of third parties. Despite the fact that the Bank does not bear responsibility for the shortcomings of the third parties, if the Customer suffers losses, the Bank shall render all possible assistance to the Customer to obtain compensation for losses incurred as a result of the shortcoming of such third party.

### ***XI. Closure of the Account***

48. The Bank and Customer are entitled to cancel the Agreement on Bank Services, having informed the other Party in Account closing application form (duly signed by the authorized persons) during the term confirmed by the Parties.
49. The Bank is entitled to terminate unilaterally the termination of the Agreement on Bank Services, thus terminating the maintenance of the Account, at any point in time, in case of violation by the Customer of the Legislation in force, non-fulfilment by the Customer of his/her obligations relating to the Account with the Bank, the occurrence of an unauthorized debit balance on the Account, the occurrence of other circumstances that may result in negative consequences for the Bank, or bankruptcy or liquidation of the Customer. In such a case, all the obligations of the Customer to the Bank will become subject to immediate fulfilment.

- ▶ 50. After the termination of the Agreement on Bank Services, the Customer and the Bank are obliged to execute all of the remaining instructions and obligations arising out of this Agreement, but not completed as of the date of the termination. The Customer accepts that the Bank is entitled to offset any and all of the claims that it may have on the Customer. If there is not a possibility to cancel the responsibility of the Bank due to the nature of certain obligations which are still in force (for example, a bank guarantee, an outstanding letter of credit etc.), the Customer is obliged to present at the request of the Bank the appropriate security for the fulfilment of the obligations which he/she still has to the Bank.
51. The balance in the Account shall be paid to the Customer in cash, if it is allowed by the local Legislation, or shall be transferred to another account with the Bank or another bank by written order of the Customer, or another instruction of the Customer will be accepted, if allowed by the Legislation.

## ***XII. Force Majeure***

52. Force Majeure means any circumstances which are out of the reasonable control of any Party, including but not limited to fires, floods, strikes, earthquakes, wars or disturbances, failure to make payments due to malfunction of the banking system of Kazakhstan, passing of laws or other applicable legislative or administrative acts.
53. At the moment of the occurrence of Force Majeure circumstances, the Party, which is prevented from fulfilling its obligations, must notify the other Party in written form of the occurrence of Force Majeure and of the influence of Force Majeure upon the fulfilment of such obligations by the Party. If the one Party does not notify the other of Force Majeure as required by these General Terms and Conditions, it shall lose the right provided for above with the exception of the cases when it becomes impossible for such Party to notify the other Party due to Force Majeure.
54. After the cessation of Force Majeure, the affected Party must notify in writing the other Party of the cessation of Force Majeure and resume fulfilment of its obligations.

## ***XIII. Notices***

55. All the notices, stipulated by these General Terms and Conditions, are given in written form in Kazakh, Russian or English. The notices may be delivered personally against written receipt, placed in the Customer's Mail Box, situated in Bank and given to Customer's use, sent by e-mail, fax, telegraph, SWIFT, Reuters Dealing or sent by an internationally recognized courier service or any other courier service with confirmation of receipt. The notices are given in accordance with this Article and considered received if:
- § delivered personally or via courier service as of the date of the receipt;
  - § sent by telegraph/fax/e-mail/SWIFT/Reuters dealing as of the date of transmission;
  - § delivered on the date of placement into the Customer Mail Box.
56. Announcement (notice) on the notice-board of the Bank Operations Department is to be considered as a written notice of changes in Bank Tariffs, Terms and Conditions and Bank Products and such notices will be displayed at least one month before the effective date of such changes.
57. In case of a change of address, e-mail or telephone number by the Bank or by the Customer, they must notify each other of such changes in good time. The party, changed the address, e-mail, telephone number has bear responsibility for consequences of late informing.
58. If the Customer is not a holder of mail box under the Mail Box Agreement, the Customer is obliged to collect all correspondence addressed to him (account statements, collection orders, demand payment orders etc.) from the Bank's principal business location not later than last day of each month. By accepting any outgoing correspondence from the Bank, namely account statements, notifications, advices, letters, etc., for a period of up to the Customer's request for such documents,

▶ the Bank shall not bear any responsibility for any possible damages or losses that the Customer may incur as a result of untimely notification of information contained in the foregoing documents. The Bank has the right to file the correspondence that the Customer has delayed to collect for more than six months in the Bank's archive. The Bank shall charge the service on retrieving the correspondence from the Bank's archive according to the Bank's tariffs.

#### ***XIV. Confidentiality and Safety***

59. The Bank shall undertake all possible measures to guarantee confidentiality of information regarding the Customer and the Account.
60. The Bank does not bear responsibility if confidentiality was broken through the fault of the Customer himself due to non-observance of the recommendations of the Bank in respect of confidentiality, if it was known or became known to a third party from other sources.
61. The Bank is not entitled to disclose to any third parties (excluding cases set out in clauses 46, 62 and 63) information regarding the Account, the Customer and the activities of the latter without written consent of the Customer. This obligation does not apply to the cases when such disclosure is required in conformity with the Legislation of the Republic of Kazakhstan or any other country of any member or associate member of the HSBC Group of Companies.
62. The Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body and any other purposes) share any information, details or data relating to the Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies.
63. Information about Customers may be processed out of the Republic of Kazakhstan.
64. The Bank acts in accordance with HSBC Privacy Statement a copy of which shall be available at the Customer's request.
65. In an effort to protect the Customer from unauthorized payments from the Customer's account the bank has instituted the following measures:
  - § during the processing of the original paper payment instructions the Bank makes visual checks of the signatures of the authorized persons and Customer's stamp;
  - § during the processing of a facsimile or electronic payment instruction from the Customer the protection against unauthorized payments comes from the Bank acting in accordance with a prior signed agreement by both parties.

#### ***XV. Special Provisions***

66. The Customer shall respect the Bank's inherent right to protect its own reputation and the Bank's policy to comply with international standards on anti-money laundering. In case the Customer or a third party transfer or deposit a large amount to the Customer account the Bank can demand from the Customer the necessary documents to prove the origins of the money and if unsatisfied the bank can refuse to credit the money to the customer's account.
67. The Bank is entitled to request the Customer presentation of any document/ information, which to the sole opinion of the Bank are required for provision of banking services to the Customer, including without limitation inward/outward payments and cash deposit/withdrawal to/from the Account.

- ▶ 68. Where the documents/information requested by the Bank are not provided or, do not satisfy the Bank for any reason, the Bank shall not be obliged to provide the banking services to the Customer whose rights to subsequently use the Account shall be subject to the Bank's consent.
69. The Bank shall not be obliged to explain or to justify any reason for not being satisfied with the documents/information provided by the Customer. A statement of the Bank whether written or oral as to non-satisfaction with the documents/information provided by the Customer shall be exclusive and sufficient ground for refusal to provide the respective banking services to the Customer.
70. The Customer is notified and agrees that the Bank follows the Group policy against financing of terrorism and sanctioned persons. The Bank is entitled for the purpose of investigation carried out by the Bank to suspend or to stop transactions on the Customer's account in case it has any suspicions regarding financing terrorism or sanctioned persons. Under no conditions the Bank shall bear any responsibility for loss or damage suffered by the Customer arisen from the delay or suspension of transaction on Customer's account including the case the Bank's suspicions will not be proved.

The Customer is also notified and agrees that the Bank is entitled to refuse or to stop any transaction on the Customer's account, if such refusal or stoppage is made by the Bank in accordance with the Group policy prescribing the Bank to execute sanctions imposed in accordance with any national jurisdiction (e.g. OFAC) or by an international organization (including, but not limited to FATF and UN) for any reason on the Customer and/or which are applicable to the Customer. Under no conditions the Bank shall bear any responsibility for loss or damage suffered by the Customer and resulted from the Bank's refusal or stoppage to fulfil the Customer's payment instructions due to the abovementioned sanctions.

The Bank will attempt to notify the Customer as soon as possible about refusal, suspension or stoppage of transactions on the Customer's account taken in accordance with the present clause provided there are no restrictions for that under any applicable national or international legislation.

#### ***XVI. Conclusion***

71. The Parties hereto are not entitled to assign or transfer any rights or obligations in connection with the Agreement without prior written approval by the other Party.
72. These General Terms and Conditions and Agreement on Bank Services together with the Bank's Tariff replace all earlier written and verbal agreements and arrangements between the Parties.
73. The names of the Articles and other headings contained in these General Terms and Conditions and the Agreement on Bank Services have been used for the sake of convenience and do not contain any restrictions, features or interpretations of any provisions of the noted documents.
74. If any or more provisions of these General Terms and Conditions/Agreement on Bank Services become void, illegal in any connection, this will not, in any way, affect or weaken the validity, legality or regulation by the law of other provisions contained in the noted documents, however, it is established that in such cases the Parties agree to do their utmost to replace a void provision by a new legally valid one.
75. The Bank reserves the right to make adjustments to these General Terms and Conditions. The Bank is obliged to inform the Customer immediately of any such adjustments. After such notification and in case the change is not acceptable to the Customer, the Customer will notify the Bank in writing and will be free to terminate the Agreement on Bank Services, if it is allowed by Legislation, and on condition that the customer has no outstanding obligations to the Bank.
76. Any costs incurred by the Bank in case of its involvement in legal proceedings between the Customer and third parties shall be at the cost of the Customer. The Bank shall present a bill for

▶ payment to the Customer detailing the costs. The Customer is obliged to pay the bill upon receipt. Additionally, the Customer shall also cover any other costs of the Bank, which may arise out of the relationship between the Bank and the Customer and which had not been stated in the Tariff. The Bank shall present a bill for payment with a detailed description of all expenses incurred by the Bank. The Customer shall pay the bill upon receipt.

77. All the documents relating to the General Terms and Conditions and Agreement on Bank Services have been drawn up in English and Russian. In case of discrepancies, the Russian version, which is the original, shall prevail.

## **Marginal interest rates, amounts and terms to the deposits and loans**

### 1.1 Marginal amounts on the term deposits being accepted.

KZT – min. KZT 1000 , max. – subject to the agreement with customer

USD – min. USD 100, max. – subject to the agreement with customer

GBP – min. GBP 100, max. – subject to the agreement with customer

EUR – min. EUR 100, max. – subject to the agreement with customer

### 1.2 Marginal terms on the term deposits being accepted.

KZT – min. - overnight, max. – 2 years

USD – min. - overnight, max. – 2 years

GBP – min. - overnight, max. – 2 years

EUR – min. - overnight, max. – 2 years

### 1.3 Marginal interest rates on the term deposits being accepted

KZT – min. – 0,1%, max. – 20%

USD – min. – 0,1%, max. – 20%

GBP – min. – 0,1%, max. – 20%

EUR – min. – 0,1%, max. – 20%

### 2.1 Marginal amounts on the loans being granted to customers

KZT – min. KZT1 thousand, max. – subject to the agreement with customer

USD – min. USD1 thousand, max. – subject to the agreement with customer

GBP – min. GBP1 thousand, max. – subject to the agreement with customer

EUR – min. EUR1 thousand, max. – subject to the agreement with customer

### 2.2 Marginal terms on the loans being granted to customers

KZT – min. overnight, max. – 15 years

USD – min. overnight, max. – 15 years

GBP – min. overnight, max. – 15 years

EUR – min. overnight, max. – 15 years

### 2.3 Marginal interest rates on the loans being granted to customers

KZT – min. 0,1%, max. – 25% or 50% above refinancing rate whichever is higher.

USD – min. 0,1%, max. – 25% or 50% above refinancing rate whichever is higher.

GBP – min. 0,1%, max. – 25% or 50% above refinancing rate whichever is higher.

EUR – min. 0,1%, max. – 25% or 50% above refinancing rate whichever is higher.

Above-mentioned interest rates, amounts and terms to the deposits and loans are marginal and do not apply to a specific transactions/agreements. The Bank within such margin indicators basing on different factors (e.g. credibility of the Customer, current market status, etc) determines on its own the specific amounts, terms and interest rates of deposits/loans which can be proposed to the Customer.