

GENERAL TERMS and CONDITIONS

Approved by
Board of Directors
SB "HSBC Bank Kazakhstan" JSC
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Definitions

Authorization	Shall mean the Bank's or respective payment system permission to the card transaction execution.
Bank	Shall mean SB "HSBC Bank Kazakhstan" JSC, its branches/subsidiaries and employees.
Cash machine	Shall mean electronic mechanical device designed for the cash payment and receipt of the additional Bank services with the card use by the Cardholder.
Account Statement	Written statement describing the credit/debit account transactions for the certain period periodically submitted by the Bank, as well as the other information stipulated by existing legislation. The Statement is one of the notification methods and is considered as sufficient evidence of the account transactions execution. The transactions are considered as executed in the working day specified in the Statement.
Existing Legislation	Existing legislation of the Republic of Kazakhstan as well as international treaties (agreements, conventions) ratified by the Republic of Kazakhstan in due order.
Money	Cash and noncash money in any currency.
Deposit	Cash left by the Client to the Bank on terms of their return in nominal terms and payment by the Bank of the reward in the order stipulated by the respective agreement.
Cardholder	Shall mean the physical entity with the right of use of the Card/Additional Card in line with the terms of the debit card Agreement/Credit Agreement, and information on this entity is recorded on the Card carrier and applied on its surface.
Discount	Shall mean discounts for the goods/services paid by the Cardholder with Card, the procedure and amount of their charge is determined and made according to the Bank's internal policies, standards and procedures, as well as on the basis of the Bank's arrangements with the respective goods/services vendors.
Banking Agreement	Shall mean the Current Account Agreement/Debit Card Agreement/Credit Card Agreement/Credit Line Agreement for the physical entities/Unsecured Loan Agreement/the other agreement stipulated by the Bank's internal policies, standards and procedures.
Debit Card Agreement	Shall mean agreement concluded between the Client and the Bank under the present General Terms and Conditions as integral part thereof, regulating rights and obligations of the Client/ Cardholder and Bank in connection with opening, maintenance and closing of Current Account for card transactions, issue and maintenance of debit card. It is the combined agreement, comprising the elements of the payment card agreement and bank account agreement.
Credit Card Agreement	Shall mean agreement concluded between the Client and the Bank on the basis of the present General Terms and Conditions being its integrated component, regulating the rights and obligations of the Bank and Client/Card Holder due to the opening, maintaining and closing of the current account for the card transactions, card issue and rendering of credit to the Client by the Bank. It is the combined agreement comprising the elements of the payment card agreement, banking account agreement and bank loan agreement.
Credit Line Agreement for the physical entities	Shall mean the agreement concluded between the Client and the Bank on the basis of the present General Terms and Conditions being its integrated component, regulating the rights and obligations of the Bank and Client/Cardholder due to the opening, maintaining and closing of the current account for the card transactions, card issue and rendering of credit to the Client by the Bank. It is the combined agreement comprising the elements of the payment card agreement, banking account agreement and bank loan agreement.
Unsecured Loan Agreement	Shall mean the agreement concluded between the Client and the Bank on the basis of the present General Terms and Conditions being its integrated component, regulating the rights and obligations of the Bank and Client in view of rendering of Unsecured loan to the Client by the Bank.
Current Account Agreement	Shall mean the agreement concluded between the Client and the Bank on the basis of the present General Terms and Conditions being its integrated component, regulating the rights and obligations of the Bank and Client in view of the current account opening, maintaining and closing.
Document with the sample of signatures and the impression of a seal	Card containing the data on the persons authorized to maintain the account with the samples of their signatures and impression of a seal (only for the legal and physical entities running entrepreneurship without the legal entity's background and with the seal presence).
Authorized Person	The person with the Client's letter of attorney for the account transactions or the person otherwise authorized to act on the Client's behalf.

Indebtedness	Shall mean all and any debts of the Client to the Bank by Agreement and/or the present General Terms and Conditions, including but not limited to the Loan Principal, Overdraft, Reward, Bank charges, forfeit (penalty, fine), the other debts which may have the Client against the Bank in line with the Agreement provisions and/or the present terms.
Application	Shall mean the written will expression of the Client/Depositor/card Holder entitling the Bank for the actions associated with establishment and/or implementation of the banking relations.
Card	Shall mean the payment card enabling the Client/Cardholder to execute the card transactions within available balance on the Current Account for the card transactions and/or within the Credit amount agreed by respective contract. The card belongs to the Bank.
Card Transactions	Shall mean transactions executed with the use of the Card or its requisites (number and validity of the Card/the other requisites) for the noncash payment of the entrepreneurs' goods and services, cash receipt and the other transactions specified by existing legislation, rules of the international bank card association, international banking practice and good business practices.
Client	Holder of the bank account opened in the Bank in line with the present General Terms and Conditions and Agreement.
Authorization Code	Shall mean the unique combination of the alphanumeric symbols meaning the number issued by the Bank or respective payment system required for authorization.
Credit	Shall mean the loan submitted by the Bank to the Client on the terms of urgency, payment of interest and recovery within its amount, according to the Credit Agreement terms. In some cases it also means the loan on the terms of security, urgency, payment of interest and recovery within its amount, according to the Credit Agreement terms.
Credit Agreement	Shall mean the Credit Card Agreement/Unsecured Loan Agreement/Credit Line Agreement and/or the other agreement specified by the Bank's internal policies, standards and procedures based on which terms the Client is provided with the credit.
Client's Number	Individual identification code assigned to the Client and containing twenty figures.
Account Number	Shall mean the individual identification code assigned to the Client by the Bank due to the Account opening.
General Terms and Conditions	Shall mean the general terms of the banking services and crediting of the clients of SB "HSBC Bank Kazakhstan" JSC developed in line with existing legislation, the Bank's internal policies, standards and procedures as well as the rules of respective payment system.
Overdraft	Shall mean the debit balance on the Current Account/Current Account for the card transactions or exceeding of the credit amount by the Client on the Credit Agreement.
Transaction Day	Shall mean the period from 9 a.m. to 4 p.m. local time of the working day or the other time determined by the Bank. Transaction Day may differ for the different types of transactions/services provided by the Bank and its affiliates.
Principal Debt	Shall mean the amount of money actually credited by the Bank to the Client within the credit amount, on the terms specified by the Credit Agreement.
Reporting Period	Shall mean the calendar month preceding the current calendar month, where the date of the next Credit repayment and reward has been specified.
PIN Code	Shall mean the personal identification number, secret official code assigned to the Cardholder and designed for his/her identification with the card use in electronic device (including cashpoint).
Potential Violation Event	Shall mean any event the Bank may individually consider as the one to lead to the violation event in the course of time.
Entrepreneur	Shall mean the legal entity/physical entity registered as economic entity without the legal person background, accepting the Card for the payment of his/her goods, works or services.
Employer	Shall mean the legal entity/physical entity registered as economic entity transferring the salary to his/her employees to the Bank accounts.
Working Days	Shall mean the days when the Bank is open for the banking transactions.
TRN	Taxpayer registration number

Associated Party	Shall mean any physical/legal entity directly or indirectly controlled by the Client; any physical/legal entity directly or indirectly controlling/influencing the Client's decisions; any organization directly or indirectly controlled with the Client by the third party.
Communication	Instructions made on behalf of the Client or Authorized Person received by the Bank through facsimile, SWIFT, Reuter Dealing, electronic bank or the other means of the online communication to be used by the Bank and Client.
Violation Event	Shall mean any event set forth in the present General Terms and Conditions/Credit Agreement upon occurrence whereof the Bank is immediately obliged to require prescheduled and full repayment of the entire Client's Indebtedness sum under the Credit Agreement to the Bank.
Party/Parties	Shall mean the Bank and/or Client/Cardholder – Party/Parties of the Banking Agreement.
Account	Client's account in the Bank in any currency (currencies) offered by the Bank in line with the present General Terms and Conditions and Banking Agreement.
Tariffs	Shall mean existing tariffs determining the Bank charge amounts made for any of its banking services, as well as penalties charged in case of the Client's violation of the Banking Agreement. In the text of the present General Terms and Conditions the Tariffs mean the tariffs valid as of the respective transaction date/respective service provided by the bank/violation of the General Terms and Conditions/Banking Agreement by the Client.
Current Account	Shall mean the bank account in any currency opened by the Bank to the Client on the basis of the Current Account Agreement for rendering of the services stipulated by existing legislation.
Current Account for the Card Transactions	Shall mean the bank account in any currency opened by the Bank to the Client for rendering of the services stipulated by existing legislation and the present General Terms and Conditions on the basis of the Debit Card Agreement/Credit Card Agreement/Credit Line Agreement/any other agreement.
Notification	Shall mean the concept and respective provisions determined in the Article 9 Section I of the present terms.
Authorized person	The person authorized by the Client or the legislation of the Republic of Kazakhstan to the opening and execution of the Client's account transactions not contradicting the legislation of the Republic of Kazakhstan.
Authorized Agency	Shall mean the authorized state agency of the Republic of Kazakhstan regulating and supervising the Bank's services on the bank account opening and closing, card issue and maintenance as well as the credit provision within its jurisdiction.
Credit Purpose	Shall mean the purpose of the Credit provision in line with which it must be disbursed in the frame of Agreement.

Introduction

1. The present General Terms and Conditions have been developed based upon the legislation of the Republic of Kazakhstan and in line with the Bank's and HSBC group policy on the account opening, maintaining and closing, payment making and the other issues touch upon the present General Terms and Conditions. The General Terms and Conditions are applicable to all types of accounts opened in the HSBC Bank Kazakhstan, including but not limited to the accounts of the legal and physical entities. The present General Terms and Conditions are integrated component of the Banking Agreement and submitted to all Bank's clients for their accepting, observance and guidance.
2. The General Terms and Conditions regulate the relations between the Bank and Client arising in case of one and more accounts availability in the Bank, card issue and maintaining, credit provision, payment and transfer execution, including, in the frame of the provided credits, and the package of financial services provided by the Bank. The Client independently determines the list of required accounts and/or services. The Bank charges the Client only for the services actually provided to the Client.
3. The Client's signature in the banking Agreement proves that the Client:
 - a) has received, read, understood and accepted the General Terms and Conditions in full force and effect without any comments and objections and undertakes timely and completely fulfill all their provisions;
 - b) undertakes all potential adverse effects of non-fulfillment or improper fulfillment of the General Terms and Conditions provisions.
4. Individual services, including but not limited to the following list: deposits, warranties, letters of credit, loans, auto-payment, existing instruction with the recurrent execution, electronic banking system (distant access system) and security transactions may be regulated by the special agreements and terms signed by the Parties.
5. The Bank determines the marginal amounts of the rates of remuneration on deposits and credits, the marginal amounts and deadlines of the accepted deposits and provided credits being the integrated part of the present General Terms and Conditions which may be unilaterally changed by the Bank. The Bank submits these changes upon the Client's request. The Bank independently determines the amounts, deadlines and remuneration rates on deposits and credits within the marginal amounts and deadlines of accepted deposits and provided credits based upon the various factors (the Client's creditworthiness, current market situation, etc.). The Bank determines specific terms on deposits and credits for the Client in respective agreements and/or tariffs.

Section I. General Provisions

Article 1. Account opening

- 1.1 The Bank opens an account based upon the application for the account opening and Banking Agreement concluded between the Bank and the Client after receipt by the Bank of all required documents determined by the Bank, in form and in content meeting requirements specified by existing legislation and the Bank's internal policies, standards and procedures, international banking practice and business practices.
- 1.2 When signing the Agreement, the Client undertakes all terms of the account opening, maintenance and closing and joins the present General Terms and Conditions, as well as confirms that all provisions of the present General Terms and Conditions and Banking Agreement fully meet the Client's interests and expression of will.
- 1.3 The Bank, at its own discretion, has the right to make changes in the list of documents required for the account opening, maintenance, closing/the card issue and maintenance without any additional consent of the Client if it is required by existing legislation and/or the Bank's internal policies, standards and procedures. If, in the context with such changes, the additional documents submission is required for the account opening/maintenance/closing, the card issue and maintenance, the Client joining the present General Terms and Conditions expresses his/her consent and undertakes to submit these documents within the deadline specified by the Bank in line with the list prescribed by the Bank.
- 1.4 In case of change of the personal data and/or information related to the account maintaining (including, but not limited to the changes of the company's legal status, last names of the persons having signatory power on the Client's behalf, etc.), the Client has to immediately inform the Bank about that with attachment of original copies (notarized copies) of the documents proving these changes. Any of these changes come into effect only after certification of the Bank's receipt of notification and respective supporting documents. The Bank has the right to require and the Client is obliged to submit to the Bank the documents confirming these changes.
- 1.5 The account may be used by the Client for deposit, withdrawal and transfer of the money to the other accounts according to the requirements of legislation and the present General Terms and Conditions.
- 1.6 The account opening by the third party is made on the basis of the notarized copy of the letter of attorney issued by the Client in favor of this third party, or in other cases stipulated by legislation. The opening of the first Bank account by the Client via the third party is prohibited.
- 1.7 The Bank independently decides on the opening or refusal of the account opening.

Article 2. Payments and Money Transfers

- 2.1 All money payments and transfers are subject to the Bank's execution with respect to timing necessary for processing such operations and in the priority determined by the Client, if otherwise has not been specified by existing legislation, the Bank's internal policies, standards and procedures, with consideration of the requirements stipulated by the exchange regulation legislation.

- 2.2 The account money disposition is made via the Client's written instructions. The instructions on the account disposition have to be made on the standard instruction forms applied by the Bank. The Client has the right to submit the instructions to the Bank in the other form provided that this instruction contains all information required for the proper fulfillment of the Client's instructions by the Bank specified by existing legislation, the Bank's policies, standards and procedures. In this case, the Bank independently prepares the payment document in line with the form required by existing legislation or used by the Bank. This service is paid by the Client according to the Tariffs.
- 2.3 Any other ways of submission of the account money disposition instructions have to be preliminary agreed between the Bank and the Client in written form, after that these instructions will be accepted by the Bank for execution.
- 2.4 The Bank does not accept the following payment documents for execution:
 - a) containing unclear instructions; not filled in or not signed on the Client's/Depositor's behalf;
 - b) not containing the data stipulated by existing legislation;
 - c) filled in with the pencil;
 - d) containing corrections;
 - e) containing instructions on execution of transactions violating the existing legislation;
 - f) in other cases stipulated by existing legislation, the Bank's internal policies, standards and procedures.The Bank returns these payment documents to the Client observing the procedures stipulated by existing legislation. The Bank is not responsible for the Client's/Depositor's losses due to the Bank's refusal in these instructions execution.
- 2.5 The Bank accepts only payment documents and other instructions prepared in line with the requirements stipulated by the legislation. Otherwise, the Bank, within the deadlines stipulated by legislation, returns the instructions to the Client or delivers notification on the execution refusal to the Client specifying the reason of rejection; at that, the Bank is not responsible for the Client's waste and losses.
- 2.6 The Bank makes the money payments and transfers according to the Client's instructions within the account balance, within the Credit amount or in the frame of agreed overdraft balance, if this overdraft does not contradict with legislation. If the account does not have sufficient amount of money or the payment amount exceeds the Credit amount, the Bank has the right to return the payment documents to the Client without execution or to send notification on refusal of the execution within the deadline stipulated by legislation to the Client's address. The Bank does not make the partial execution of the Client's payment documents.
- 2.7 The Bank credits an account for the amount transferred to the Client's favour (after deduction of expenditures associated with this transfer), in the deadlines determined by existing legislation. The Client is obliged to notify the Bank on its account crediting in the amount the Client has not expected and/or has not been supposed to receive within 3 (three) working days from the day when the Client learned about this amount credit.
- 2.8 Hereby the Parties agree that all and any Client's instructions, including ones on the tax and the other compulsory budget payments are accepted only within the Transaction day, if otherwise has not been stipulated in the Bank's Tariffs. The instructions made by the Client after Transaction day are accepted by the bank as the next Transaction day.
- 2.9 The Client undertakes all risk and responsibility associated with submission of the instructions to the Bank, including ones on the tax and the other budget payments, upon the transaction day expiration.
- 2.10 Hereby the Client states and guarantees undertaking of entire risk and responsibility associated with the wrong requisites in the payment documents.
- 2.11 The Client has to submit the documents proving the payment feasibility to the Bank upon its requirement.
- 2.12 The Client has to specify the valuation date in the payment documents. The Bank's rights and obligations associated with this payment documents acceptance are regulated by the existing legislation and the present General Terms.
- 2.13 Redemption by the Client of the instruction accepted by the Bank and suspension of the instruction execution are accomplished in line with procedure and deadlines stipulated by existing legislation.
- 2.14 The Bank transfers money from one Client's account to another one opened in the Bank in case of the written instruction of the Client regarding these Bank's authorities. At that, submission of the payment documents by the Client for execution of each transaction is made upon the Client's wish unless otherwise provided for by existing legislation, parties' agreement, the Bank's internal policies, standards and procedures.
- 2.15 In terms of accounts, the valuation date for the balances on which remuneration is accrued is the subject of valid valuation rules (to be periodically changed by the Bank at its discretion without preliminary notification of the Client). Commission rate regarding such transfer is specified in the Bank's tariffs to be changed by the bank from time to time. The Bank has the right to write off commission from the Client's account with his/her preliminary consent.
- 2.16 If the Bank finds mistakes made by it in the account posting, in confirmation, in the statement of account and/or in any other information submitted by the Bank to the Client, the Bank has to notify the Client about that and make corrections of the wrong calculations as soon as possible. The Bank has the right to make calculations correction via the account crediting or debiting without preliminary Client's consent. At that, the Bank is not responsible for the losses resulted from these corrections, excluding the wrong calculations due to the Bank's gross negligence.

- 2.17 Electronic submission of instructions on the money payments and transfers, as well as instructions on its redemption is made on the basis and in line with the procedure stipulated by respective agreement regulating relations between the Bank and the Client on the electronic systems application to be concluded due to the account availability in the Bank. The present General Terms and Conditions and Agreement regulate the issue of the processing of payment documents by the Bank received via electronic systems in a part not regulated in such agreement.
- 2.18 Hereby, the Client recognizes and agrees that the Bank being a part of the banking network of the HSBC Group is actively operating on prevention of the cases of the Bank's involvement in the criminal actions and the money laundering mechanisms, including, without limitation, legalization of the criminal proceeds, funding of terrorism, fraud practice, corruption, etc. The standards of the Bank's operation are oriented on maintaining and protection of the Bank's image as well as on prevention of the clients' trust and the Bank's integrity undermining. In this context, the Bank, at its discretion, establishes specific requirements to the Bank's clients and deals/transactions/money payments/transfers accomplished by the bank's clients which may be periodically changed. If these deals/transactions/money payments/transfers do not meet the requirements, policies, standards and procedures of the Bank, HSBC Group, the Bank has the right to refuse providing its services.
- 2.19 Hereby the Client takes into consideration and agrees that:
- the Bank may apply electronic and the other methods of detecting Client's money payment/transfer not meeting requirements, specified in the paragraph 2.18. of the present Article;
 - in identification of such money payment/transfer the Bank has the right to refuse in acceptance of the Client's payment document and/or require submission of any additional information necessary for analysis of above payment/transfer. If such information is not submitted within the deadlines specified by the Bank, the Bank has the right to return Money entered in behalf of the Client or refuse in acceptance of the payment document.
- 2.20 The Client shall provide the Bank with consent on submission of the information on Money payments /transfers /payment documents to law enforcement agencies, Authorized Agency as well as to the other state bodies and institutions in cases stipulated by Existing Legislation.
- 2.21 The Client may dispose the money placed at the account through authorized person, if any, via the written orders (instructions) to be submitted to the Bank on the standard order (instruction) forms used by the Bank depending on type of account, unless otherwise was agreed; this blank forms are signed by the persons specified in the document with the signature samples and seal impression.
- 2.22 Any other methods of the order submission have to be separately agreed between the Bank and the Client in written form with consideration of the existing legislation standards.
- 2.23 The Client takes the risk associated with the opening and closing of the foreign exchange account, as well as the potential risk due to the limitations prescribed by the state bodies regarding the foreign exchange. These limitations may include, but not limited to the introduction of the exchange control or exchange restrictions, as well as taxes and the other compulsory payments to be extended to the money available at the account.
- 2.24 If the transfers from an account in one currency are made by the Client's order to the third parties or the Client's accounts in the other currency, the Bank converts the money according to the current exchange rate specified by the Bank as of this transaction accomplishment date, unless otherwise agreed by the parties. These transactions are accomplished in line with the exchange legislation requirements.
- 2.25 All transactions in the foreign exchange among the residents and non-residents in the Republic of Kazakhstan are accomplished in noncash form through their bank accounts unless otherwise provided for by legislation.

Article 3. Cash Services in the Bank Premises

- 3.1 Cash transactions include the following: Bank acceptance of the cash in different currencies, conversion, sorting, packing, exchange, placing, withdrawal and dispensing, storage by the Bank of the notes and coins in different currencies. The mentioned cash transactions are accomplished by the Bank in operating hours in the line with procedure stipulated by existing legislation, the Bank's internal policies, standards and procedures, excluding transactions associated with the cash point use.
- 3.2 The Bank is crediting the Client's account for the actually received money after its leaf calculation and package. The cash payment is made within the account balance minus the Bank's commission stipulated by the Bank's tariffs, excluding the cases of the overdraft provision. In case of the cash withdrawal the Bank has the right to request the preliminary notification from the Client at least five days before this withdrawal with indication of the amount subject to withdrawal. In case of the further Client's refusal from this withdrawal, the Bank's commission for the cash withdrawal is not returned. If the Client deposits large amount of money to the account, the Bank may have the right to require the documents confirming the origin of deposited money.
- 3.3 Hereby, the Client agrees that the money deposited at the account on his/her behalf may be received by the Client in cash in the Bank's affiliate/division where it has been deposited or in the other Bank's affiliate/division on the territory of the Republic of Kazakhstan (excluding the cash receipt with the card), in line with the procedure stipulated by existing legislation and the Bank's internal policies, standards and procedures.
- 3.4 Cash services in the foreign exchange are provided according to the requirements of the exchange legislation. During conversion in the course of the cash transactions execution the parties apply the current exchange rate as of the conversion date, unless otherwise agreed.

Article 4. Foreign Currency Transactions

- 4.1 The account may be used by the Client for the execution of the foreign currency transactions within the rules stipulated by existing legislation and the present General Terms and Conditions.
- 4.2 The Client takes the risk associated with the account opening and maintaining, issue of the card in the foreign currency which may happen due to the limitations prescribed by the state bodies regarding the foreign currency, including, but not limited to the introduction of the currency control or currency restrictions, as well as taxes and the other compulsory payments to be extended to the money available at the account.
- 4.3 All transactions in the foreign currency are executed according to the procedure stipulated by existing legislation, the Bank's internal policies, standards and procedures, including, but not limited to the prohibition of the settlements in the foreign currency among the residents of the Republic of Kazakhstan.
- 4.4 The Client confirms his/her awareness about responsibility for violation of existing legislation, on the Bank's liabilities to function as the currency control agent according to the existing legislation, as well as on the Bank's notification of the law enforcement agencies and authorized agency on violations of existing legislation by the Client.

Article 5. Debiting of funds from Account

- 5.1 Debiting of funds is made only with the Client's consent, excluding the cases directly stipulated by the legislation, Banking Agreement, the present General Terms and Conditions and the Bank's internal policies, standards and procedures.
- 5.2 The payment instructions of the third party are accepted for execution and executed without additional consent of the Client on the basis of decision by respective judicial or any other state body of the Republic of Kazakhstan, as well as on the other grounds stipulated by existing legislation. The Bank has the right to make acceptance-free write-offs from the Client's accounts if the third party provides the Bank with instruction with attached document containing the Client's consent for the acceptance-free money withdrawal from his/her account.
- 5.3 The Bank has the right to debit all and any Client's accounts without his/her preliminary consent regarding the Bank's correction operations in line with the p. 2.16. Article 2 of the present General Terms and Conditions as well as the set off of all and any amounts intended for the payment of the Client's Indebtedness to the Bank, including all commissions the Bank has the right to receive based upon the Bank's Tariffs, General Terms and Conditions and their further amendments.
- 5.3.1 All amounts withdrawn by the Bank from the account as the Indebtedness set off in the Bank's favour within the period up to 180 (one hundred eighty) days are transferred to this Indebtedness settlement in the following order of priorities:
- penalty for overdraft;
 - overdraft;
 - direct or indirect costs and expenditures of the Bank due to non-fulfillment of the financial obligations on the Agreement and the present General Terms;
 - forfeits, penalties, fines;
 - remuneration/ interest;
 - principal debt amount.
- 5.3.2 All amounts withdrawn by the Bank from the account as the Indebtedness set off in the Bank's favour within the period over 180 (one hundred eighty) days are transferred to this Indebtedness settlement in the following order of priorities:
- penalty for overdraft;
 - overdraft;
 - direct or indirect costs and expenditures of the Bank due to non-fulfillment of the financial obligations on the Agreement and the present General Terms;
 - principal debt amount;
 - forfeits, penalties, fines;
 - remuneration/ interest.
- 5.4 The Client has to handle with care the instruction forms, data carriers and communication tools submitted for his/her use by the Bank. If the Client learns about such circumstances, as the loss, theft or unauthorized use of the blank forms, data carriers and communication tools, the Client should immediately notify the Bank in written form.
- 5.5 Suspension of Account transactions and/or arrest of Money on Account is accomplished by the Bank on the grounds and according to the procedure stipulated by Existing Legislation.
- 5.6 The Bank has the right not to follow the Client's instructions, including ones, associated with the payments/transfers in cases stipulated by Existing Legislation, the present General Terms and Conditions, Agreement and the Bank's internal policies, standards and procedures.

Article 6. Conversion Services

- 6.1 The Client has to observe Existing Legislation regulating conversion transactions and use of converted money.
- 6.2 Conversion is made within the Account balance and on the basis of the Client's application prepared by the form specified by the Bank as of conversion date and/or by the form agreed between the Bank and the Client.

The Bank may not require preparation of the conversion application in cases stipulated in the pp. 2.24. Article 2 and pp.3.4. Article 3.

- 6.3 Conversion rate is agreed between the Bank and the Client. The Bank executes conversion transactions according to the legislation and if the Client's money is available: a) from foreign exchange to the Kazakh Tenge; b) from Kazakh Tenge to the foreign exchange. If this arrangement has not been made, the current rate established by the Banks of conversion date is applied.
- 6.4 The Client has the right, at his/her discretion, to authorize the Bank on the money conversion from any account opened in the Bank, from one currency to another one.
- 6.5 The Client has the right, at his/her discretion, to authorize the Bank on conversion of the money entering in the Client's favour to the account currency. The Bank is authorized to accomplish the above actions based upon the Client's application on the account opening and without any additional Client's consent or entitlement in line with the current rate of the Bank.
- 6.6 According to the Existing Legislation, the Bank executes conversion transactions:
- a) from foreign exchange to the Kazakh Tenge (FCY-KZT);
 - b) from Kazakh Tenge to the foreign exchange (KZT-FCY);
 - c) from foreign exchange to another foreign exchange (FCY-FCY).
- 6.7 The Bank determines conversion rate during conversion transactions on the Current accounts. As for the Card Transactions:
- a) in Client's transactions on the Current account replenishment with the Money for the Card Transactions and the cash withdrawal, in payment of the goods/services of Entrepreneurs in the Bank's servicing network – the Bank's rate;
 - b) in Client's transactions on the cash withdrawal, in payment of the goods/services of Entrepreneurs in the other banks' servicing network – the rate of respective payment system and/or the Bank;
 - c) in other cases – the rate of respective payment system and/or the Bank.

Article 7. Payment for the Bank's Services

- 7.1 The Client assures the payment for the Bank's services as well as compensation of all Bank's expenditures associated with its execution of the Client's instructions/orders in the currency of the Client's instruction execution, in amounts and on the terms stipulated by the Bank's existing Tariffs, unless otherwise was agreed between the Bank and the Client in written form. The Bank's Tariffs may be unilaterally changed and amended by the Bank.
- 7.2 The Bank has the right to charge (commissions) for its services via direct debiting of the Client's Account for the commission amount without his/her preliminary consent. In case of the money deficiency at the Account in the currency these commissions have to be debited, the Bank has the right to convert required equivalent of the commission amount from Accounts in the other currency and cover commission amount. Conversion is made according to the current rate established by the Bank as of the debiting date.
- 7.3 If the Account amount is insufficient for the Bank's services payment, the Bank, at its discretion, has the right to recover the Client's debt amounts according to the legislation, including, via acceptance-free write-off of the debt amount from any Client's accounts opened in any banks, or, as alternative, to reduce the amount subject to payment for the services, to the available Account amount, or to suspend the service providing. Reopening of the service providing after suspension will be considered by the Banks only in case of the Client's payment of the amounts that would be paid to the Bank if the service providing had not been suspended, and the amounts earlier were subject to payment to the Bank were not reduced by the Bank.
- 7.4 The Bank has the right to include confirmation on commission debit to the statement of an account and submit additional written reports provided that this information cannot be obtained from the document related to the Bank's respective service.
- 7.5 The Bank takes commission for the service of Account/Current account for the Card Transactions at the beginning of each calendar month or at the date of the opening of Account/Current account for the Card Transactions.
- 7.6 Hereby the Parties agree, that in case of:
- a) Agreement termination commission for the service of Account/Current account for the card transactions paid by the Client is not subject to be returned to the Client;
 - b) lack of the Account Transactions initiated by the Client within the period stipulated by the Bank's internal policies, standards and procedures, the Bank has the right to transfer the Account service to the other Tariff without additional notification of the Client.

Article 8. Use of the Third Parties' Services

- 8.1 The bank has the right to use the third parties' services in fulfillment of its obligations and the Client's instructions/orders and providing the Client with the other services according to the Agreement, including, but not limited to the cases when the use third parties' services is directly stipulated by existing legislation.
- 8.2 The Bank is not responsible for the third parties' actions. Despite the fact, that the Bank is not responsible for the third parties' actions, in case if the Client has losses the Bank will always provide all possible assistance to the Client in compensation of the latter's losses if they are resulted from the third party's actions.

- 8.3 The Bank has the right to order the third parties the Client's debt recovery on the Agreement without additional Client's consent and to provide these third persons with all information and documents required for the Bank's instructions execution.

Article 9. Notifications

- 9.1 Notifications – Parties' communications in Kazakhs and/or Russian and/or English delivered by the methods stipulated by the present General Terms and Conditions and Agreement as well as the Bank's internal policies, standards and procedures. All Notifications stipulated by the present General Terms and Conditions and Agreement are prepared by the Parties in written form, excluding cases directly stipulated by the present General Terms and Conditions.
- 9.2 Hereby, the Parties agree and confirm that any Notifications from the Bank to the Client are considered as formed in written and received by the Client, when these Notifications are sent by the Bank to the Client one of the following ways:
- a) personal delivery by hand against signature;
 - b) by facsimile;
 - c) by telegraph;
 - d) by e-mail;
 - e) SWIFT
 - f) Reuter Dealing
 - g) by mobile communication;
 - h) via placement of the relevant information in Internet at the Bank's website;
 - i) via placement of the relevant information in the mass media;
 - j) via placement of the relevant information at the cash point display;
 - k) via courier or the other post service;
 - l) placed in the post office box.
- 9.3 Hereby, the Parties agree and confirm that any Notifications from the Client to the Bank are considered as formed in written and received by the Bank, when these Notifications are sent by the Client to the Bank one of the following ways:
- a) delivery to the Bank's authorized employee by hand against signature;
 - b) via courier or he other post service.
- 9.4 The following date is considered as the date of the Notification receipt by addressee:
- a) for Notifications delivered personally or via courier or he other post service – date of the posting delivery;
 - b) for Notifications sent by facsimile/telegraph/telex/e-mail/mobile communication – date of Notification dispatch;
 - c) for Notifications placed in the mass media/Internet at the Bank's website – date of Notification placement;
 - d) for Notifications placed to the post office box – the date of placement in the post office sbox.
- 9.5 In case of the Client's written consent, the Bank regularly send any correspondence (including, but not limited to the account statements, notifications, etc.) to the Client's address via recognized international or the other courier service with frequency determined by the Client in written. The Client pays commission on the correspondence delivery for each delivery according to the Bank's existing Tariffs. The Bank is not responsible for the loss of correspondence by the courier. The Client and/or the Bank may any time refuse from the correspondence delivery with the written Notification of the other party.
- 9.6 Hereby, the Parties confirm that the Client takes all and any risk of use of any on-line communication means for delivery and/or receipt of Notifications (including, but not limited to the risk of any intended actions by the third parties, including fraud, unauthorized access to dispatched information as well as the loss of this information before its receipt by the Client/Bank, caused with the problems in the on-line communication means operation, vendors of services or equipment used for the Notification delivery.
- 9.7 The Bank is not responsible for any failures when Notifications delivery and/or for the troubles of any equipment to be used for delivery and/or receipt of Notification.
- 9.8 The Bank is not responsible either for any losses of the Client associated with the use of on-line communication means, including, but not limited to the Client's losses resulted by non-receipt/untimely receipt of Notifications by the Client, improper actions of the third parties, unless it is proved that these losses have become the result of negligence or intended non-fulfillment of obligations by the Bank.
- 9.9 If one of the Parties experiences any changes in its contact information/requisites which the other Party is using or may use for the Notification delivery (for instance, not only changes in home or office address, number of facsimile/telephone, e-mail address, etc.), the Party experiencing these changes has to immediately (not later than within seven calendar days after this change) notify the other Party about this.
- 9.9.1 The Bank is not responsible for non-receipt or untimely receipt of the Notifications by the Client caused by the change of the contact information/requisites of the Client, about which the Client has not notified the Bank in written according to the present General Terms and Conditions.
- 9.10 In the Bank uses its right and makes any changes in the present General Terms and Conditions and/or the Tariffs, the Bank has to inform the Client on these changes at least 10 days before bringing of them in effect. At that, this informing will be considered as formed in written and received by the Client if the Bank informs the Client one of the ways described in the paragraph 9.2 of the present Article (including, through introduction of additional information in the Statement) or via placement of the relevant information in the Bank's branches.

- 9.11 If the client is not using the post office box according to the Agreement on the post office box use, he/she has to receive all addressed correspondence in the Bank's location at the end of current month (statements, requests-orders, collection orders, etc.). Accepting for storage all correspondence outgoing from the Bank, namely: statements, letters of advice, notifications, letters, etc., up to Client's claiming, the Bank is exempted from any liability for the potential losses of the Client due to untimely receipt of information contained in the above documents. In case of delay of the receipt of correspondence by the Client for the period over six months, the Bank has the right to dispatch delayed correspondence to the archive without any Client's notification; and this correspondence will be provided to the Client from this archive for additional payment according to the Bank's tariffs.

Article 10. Account Statements

- 10.1 The Bank provides the Client with Account statements upon the Client's request. The Bank takes commission specified by the Bank's Tariffs for the statements submission. The Bank may notify the Client on execution of its payment orders via delivery in any form of Notifications.

Article 11. Dispute Resolution

- 11.1 The Client has to immediately check all information received from the Bank, including one, indicated in Notifications. Moreover, the Client is obliged to check the correctness of execution of the Client's orders by the Bank. If the Client finds any discrepancies, wrong and/or incomplete execution, presence of unauthorized transactions he/she has to immediately notify the Bank verbally by phone and in written later on.
- 11.2 If the Bank finds any errors/discrepancies in the result of account transactions and/or available in information submitted to the Client, including in Notifications, the Bank has to correct these errors/discrepancies. At that, excluding the cases directly stipulated by existing legislation, the Bank is not responsible for the Client's losses resulted from correction of identified errors/discrepancies. Also, the Bank has the right to make Account correction via account crediting/debiting without the Client's consent.
- 11.3 If the Client has not made a written protest against the wrongly executed account transactions within 6 (six) months (and on the current account for the card transactions within 45 (forty five) calendar days) from their execution date, they will be considered as approved and accepted by the Client in full scale. In this case diverse effects associated with the above transactions implementation will be the risk and responsibility of the Client. In case of identification of arithmetic errors, the Bank has to correct them upon above period expiration.
- 11.4 The Client has the right to request the Bank to submit the copies of documents proving feasibility of the completed account transactions.
- 11.5 The Client submits the written request to the bank regarding all disputes. Depending on the dispute nature, the Bank independently determines the date of its consideration in line with internal policies, standards and procedures of the Bank/Bank's parent company, respective international payment system.
- 11.6 If the Client's claim is recognized as justified one, the Bank makes correction of completed transaction as well as the other required actions for resolution of situation.
- 11.7 If the Client's claim is recognized as groundless one, the Client reimburses all Bank's expenditures associated with the claim consideration, including, but not limited to the Bank's commission for the claim consideration, penalties to the respective payment system, which in some cases may exceed the amount of the disputable transaction. The Bank has the right to withdraw the amount of incurred expenditures on the basis of the present Terms and without any additional Client's consent.
- 11.8 Hereby, the Client agrees that the Bank and the Client will be guided by the following rule when resolving the issue on the Client's signature authenticity on the payment documents: the signature on the payment document may be recognized fake if the first symbol of the signature on the payment document does not correspond to the initial symbol of the Client's signature (first or last name)/on the card/on the card with the signature samples/on the identification document. This provision is not applied for the transactions executed with the card use since the Banks lacks the technical capacity and legal liability to verify the signature of the card holder.

Article 12. Client's Missing, Death

- 12.1 Based upon the present General Terms and Conditions, the Bank has the right to suspend expenditure transactions with the account with the further account closing, if the bank has received duly certified copy of the document proving the fact of the condition of being a missing person/death/declaration of death of the Client.
- 12.2 Money payment from the account of dead/declared as dead Client is made to the successors/other persons authorized in line with existing legislation, minus the Bank's commission, according to the Tariffs, at the dates and on the basis of the documents prescribed by Existing Legislation and the Bank's internal policies, standards and procedures.
- 12.3 The Client has the right to indicate the persons supposed to get the deposit after his/her death in line with procedure stipulated by Existing Legislation.
- 12.4 The Depositor who has made a conditional deposit to the account has the right to dispose deposit in case of the Client's death before fulfillment of the term specified by Agreement.

- 12.5 In case of the Client's death/declaring the Client as missing person/dead, the Bank has the right to unilaterally declare about termination of all or any of its obligations according to the Credit Agreement and/or prescheduled present on collecting of entire amount of Indebtedness from successors/the other persons authorized in line with Existing Legislation.

Article 13. Client's Representations and Warranties

- 13.1 The following representations and warranties of the Client are true and accurate at the date of the Agreement and/or registration of the Application and will be these during all the term of the Agreement:
- The Client complies with all applicable laws and do not currently have any significant legal claims, demands, actions both from the state and its authorities, and from any third party;
 - The Client uses the account in full compliance with Existing Legislation;
 - The Client is aware of the responsibility for violation of applicable law, including governing the currency control;
 - The Client is duly notified of the obligations of the Bank to take, if the Client violates the provisions of Existing Legislation on foreign currency control, all the necessary actions in accordance with applicable law, including to notify law-enforcement and other authorized agencies of such a violation;
 - All the information provided by the Client in order to execute the Agreement (including, but not limited to, information on financial provision and financial position) is accurate, complete and correct;
 - No significant changes have been in the financial situation of the Client since the last date of providing such information to the Bank;
 - The Client and/or his authorized representatives have all the necessary rights and authority to enter into and to execute such Agreement;
 - Signing of the Agreement does not conflict and will not contravene the provisions of applicable law, any agreements to which the Client is a party, and/or any decisions/resolutions of the authorized bodies;
 - Agreement, and all other agreements related thereto, is legal, valid and fully binding upon the Client.

Article 14. Transfer of the Rights and Obligations

- 14.1 The Client hereby unconditionally and irrevocably agree that the Bank may assign, convey or transfer any or all of his rights and obligations, in part or in full, on any Agreement and/or on these General Terms and Conditions to any third parties, and until it does not contradict to the procedures prescribed by Existing Legislation. In such cases, registration of any additional documents between the Bank and the Client on the assignment, convey or transfer of rights and obligations of the Bank is not required, except when it is a direct requirement of the law.
- 14.2 The Client hereby unconditionally and irrevocably agree that the Bank, for the purposes of assignment, convey or transfer of his rights and duties, as it is defined in paragraph 14.1 of this Article, may provide to any third party all or any information related to the existence of and implementation of any Agreement and/or of these General Terms and Conditions. These credentials are valid, provided that the Bank had made all the necessary arrangements with such third party on the confidential basis.
- 14.3 The Parties hereby agree and confirm that the Client may not without the exact written consent of the Bank to assign, convey, or transfer any or all of his rights and obligations, in part or in whole, under the Agreement and/or these General Terms and Conditions to any third party.

Article 15. Closing of an Account

- 15.1 The Bank and the Client may declare the termination of the Banking Services Agreement, notifying the other Party by an application on the closure of the Account (duly signed by the authorized persons) not later than the date agreed upon by the Parties.
- 15.2 The Bank may at any time without prior notice to unilaterally abandon the extrajudicial Banking Services Agreement, close the Account, thereby terminating the keeping and servicing of an account, in case of the Client's violation of the Legislation, failure by the Client of his obligations related to the operating of an account in the Bank, making of an unsanctioned authorized negative balance in the Account, at the bankruptcy or liquidation of the Client, taking of the Client to the public service of the Republic of Kazakhstan, the prosecution of the Client or bringing him to justice, the international prosecution of the Client, if the Client has any sanctions or restrictions imposed by foreign / international / national organizations (FATF, OFAC, UN, etc.), if the Bank has suspicions (and the Bank should not justify and prove his suspicions) that the Client is engaged in terrorist activities and/or legalization activities (money laundering) and/ or carries out any other activity which causes or is likely to cause the Client's criminal prosecution and / or the occurrence of other conditions that may in the opinion of the Bank have any negative consequences for the Bank. Upon occurrence of these events, all obligations of the Client before the Bank are subject to immediate execution. Upon that the Bank will not bear any responsibility for any loss of the Client caused by the delay or suspension of payment instructions of the Client. If possible, the Bank may, but is not obliged, to send to the Client in the future a notice of such refusal from the Banking Services Agreement and of the closing of the Account in the manner provided by these General Terms and Conditions.
- 15.3 Upon the termination of the Banking Services Agreement, the Client and the Bank are obliged to fully implement all the remaining orders and obligations arising under the Agreement, but not fully completed at the date of termination of the latter. The Client agrees that the Bank may take a set off all claims which he may have to the Client. If it is not possible to terminate the responsibility of the Bank because of the nature of the remaining valid obligations (such as the bank guarantees, letters of credit and so on), the Client must provide by the Bank's request an adequate provision to meet its existing obligations to the Bank.
- 15.4 The balance is paid to the Client in cash, if permitted by law, is transferred to another account in the Bank or to another bank on the written instructions of the Client, or is recorded by the Bank on a special non-bank

account or is executed a different Client's instruction that does not contradict the legislation. At the request of the Bank the Client shall, within three days of receipt of such request from the Bank, to provide the Bank written instructions on transfer to another account in another bank and/ or withdrawing the cash balance in the Account. In case of default of the obligation the Client shall pay to the Bank a penalty of 0,5% of the balance for each day of delay. This term will be valid until its execution, regardless of the fact that the Banking Services Agreement is terminated.

15.5 Management and Closing of an Account of a minor Client is executed in accordance with the legislative requirements.

Section II. Deposits Placement (Contributions)

Article 1. General Provisions

1. The Client makes a deposit to the Bank on the terms agreed by both Parties, in accordance with the present General Terms and Conditions and with the requirements of the legislation.
2. In the case that Deposit sum is reduced for any reason, including the withdrawals by the Client of Money from savings account, submission of the claims by third parties, including the Bank (item 3, Article IX of these General Terms and Conditions), the Bank is entitled and authorized by the Client to open an account on his behalf for deposits on call and to transfer to this account the remaining amount of the deposit. Compensation in this case will be charged at the rate of deposits on call in accordance with the Bank's Tariffs.
3. For deposit placement the Client and the Bank conclude appropriate agreement or the Client shall send to the Bank on purpose, through the banking system Multicash (subject to signing by the Parties of the Agreement on the use of Multicash) or by fax (if the Client signed The procedure of protective actions «Fax indemnity») an application for placing of deposit in the form of the Bank, which is signed by a person authorized to open bank accounts on behalf of the Client and is stamped by the Client. Fax numbers, with which the Bank accepts Applications, are included in the Procedure of protective actions signed by the Client. The Client warrants that access to these faxes have only authorized appropriate Client's employees. The Bank is entitled to one day consider the Application and, if accepted by the Bank, accept this Application by its signature by the authorized person of the Bank and certify by the seal, opens the savings account to the Client. These General Terms and Conditions and the accepted by the Bank Application in the aggregate are separate and independent Agreement of banking deposit.
4. In case of prescheduled partial or fully withdrawal of money from a savings account before the end of the time deposit by the Client or by any third party, the Bank shall not accrue and pay the interest and shall return the left amount of the deposit (if any) to the Client's Current Account with the Bank.
5. Upon receipt by the Bank of sum of the Deposit amount (i) before 16.00, the fee (interest) is charged from the date of such receipt; (ii) after 16.00, the fee (interest) shall accrue from the next business day after date of such receipt .
6. The Client hereby grants to the Bank the right to transfer the amount of the deposit of Current Accounts at the Bank to the Client's savings account by debiting the Clients' Current Accounts at the deposit amount.
7. If the maturity date of payment/return of interest/deposit falls on a non-working day, the interest/ deposit shall be paid out/return on the next working day.
8. In case the Deposit shall be attached by the state authorities in accordance with legislation of the Republic of Kazakhstan or in case of suspension of outward transactions on the Savings Account in accordance with legislation of the Republic of Kazakhstan the interest accrual may be suspended for the duration of such an arrest or suspension of outward transactions (at the discretion of the Bank).
9. The Client's instructions for returning of the sum of the deposit and/ or the payment of accrued fee (interest) to the account at another bank shall be executed in accordance with Bank's Tariffs as the Client payments.
10. In the case of delayed return of the deposit and payment of accrued fee (interest), the Bank shall pay to the Client a penalty based on the refinancing of the National Bank of Kazakhstan to the obligations in KZT relevant to LIBOR rate for foreign currency liabilities. This penalty is paid by the Bank only if he is guilty and is exclusive, i.e. it is allowed only recovery of the penalty, but not damages.

Section III. Current Account for the Card Transactions

Article 1. General Provisions

- 1.1 The Current Account for the Card Transactions is a kind of the account, but with the features provided in this Section III of these General Terms and Conditions.
- 1.2 To the relations on the opening, closing and maintenance of Current Accounts for the Card Transactions, issue and servicing of the Cards, in addition to existing legislation and to the extent not inconsistent with it, the rules of international payment systems, international banking practices, customs of business, policy, standards and procedures of the Bank are applied.
- 1.3 In the event of any conflict between the rules of international payment systems, and these General Terms and Conditions and/ or Debit Card Agreement / Credit Agreement the relevant rules of international payment systems shall be applied.

- 1.4 In the part not regulated by these General Terms and Conditions, by the debit card Agreement/ credit card Agreement/ credit line Agreement for the physical entities, the rules of the international payment systems shall be applied.
- 1.5 The Client, within the framework of the Agreement on the transfer of his salary, hereby authorizes the Bank to send a trustee of the Client's Employer the Card with a PIN code and with the Debit Card Agreement, as well as other documents necessary to transfer salaries to the Client (the Debit Card Agreement, debit cards, PIN codes, etc.) and to provide the trustee of the Client's Employer on any communication channels information on accounts' and/ or cards' numbers. However, for the purposes of this paragraph, a trustee of the Client's Employer must provide to the Bank the power of attorney, issued and executed by the Client's Employer in accordance with the requirements of current legislation. The Client assumes all risk and liability for any unauthorized use by a trustee of his Employer information received from the Bank.

Article 2. Current Account Transactions for the Card Transactions

- 2.1 In accordance with the requirements of current legislation, internal policies, standards and procedures of the Bank, on the Current Account for Card Transactions there are executed the following transactions related to:
 - a) ensuring the availability of the Client's money;
 - b) acceptance (transfer) of money in favor of the Client;
 - c) execution by the Client payments to third parties using Card in the manner provided herein by a Debit Card Agreement/ Credit Card Agreement/ Credit Line Agreement;
 - d) execution of orders of third parties for the withdrawal of the Client's money on the grounds stipulated by law and/ or these General Terms and Conditions/ Debit Card Agreement/ Credit Card Agreement/ Credit Line Agreement;
 - e) implementation of the reception cash from the Client in the manner prescribed by applicable law and/ or these General Terms and Conditions/ Debit Card Agreement/ Credit Card Agreement/ Credit Line Agreement;
 - e) the issuance of cash using the Card;
 - g) payment of remuneration in the amount and manner determined by these General Terms and Conditions, the Debit Card Agreement;
 - h) other operations under the Agreement, applicable laws, internal policies, standards and procedures of the Bank's business practices, business customs, international banking practice.
- 2.2 Setting and changing the limits on card transactions is made by the Bank itself, in accordance with its internal policies, standards and procedures. In the event of changes in limits for card transactions, the Bank shall notify the Client within 10 (ten) calendar days prior to the start of the new limits. In the event the Client does not agree with the change of limits on bank card transactions the Bank is be considered free from service obligations to the Current Account Transactions for the Card Transactions of the Client under the applicable Agreement and is entitled to demand immediate repayment.

Article 3. Minimum balance

- 3.1 The Bank may require, and the Client is obliged to place on the Account the amount of money which will be irreducible minimum balance. Irreducible minimum balance may be used by the Bank as security for the obligations of the Client on the Banking Services Agreement and on the General Terms and Conditions, including, to cover the overdraft, which can be formed as a result of transaction of card holder in excess of balance on the current account for the card transactions.
- 3.2 The amount of irreducible minimum balance is set by Tariffs.
- 3.3 The Bank may, in the absence of money in the Current Account for the Card Transactions (if there is a term of the need to maintain the Current Account for the Card Transactions irreducible minimum balance) at any time without further consent of the Client to send a minimum amount of the minimum balance on the debt repayment to the Bank.
- 3.4 The Client shall immediately restore the minimum amount of minimum balance in the event of its loss. The Client hereby authorizes the Bank to restore irreducible minimum balance due to the money flowing to the Current Account for the Card Transactions, without the consent of the Client.
- 3.5 Return to the Client of irreducible minimum balance by the Bank within 30 (thirty) calendar days from the filing date of Application for closing the Account, and in any event not earlier than the termination of the Debit Card Agreement and final mutual settlements between the Parties.

Article 4. Cash Blocking at the Current Account for the Card Transactions. Overdraft

- 4.1 In order to provide enough money for Current Account balance for the Card Transactions to implement the relevant calculation, the Client gives to the Bank power to block at the Current Account for the Card Transactions the amount of authorization for a period not exceeding thirty (30) calendar days from the date of the blocking.
- 4.2 The Client hereby authorizes the Bank to debit the Current Account for the Card Transactions for the amount of card transactions.
- 4.3 The Card Holder is entitled to exercise card transactions only within the balance on Current Account for the Card Transactions of the Client or within the credit amount.
- 4.4 Overdraft is not allowed. In the case of an overdraft, the Bank blocks Current Account for the Card Transactions and the Card/ Additional Card. The Client shall pay compensation for the use of cash for all time of existence of overdraft in the amount set by the Tariffs.

- 4.5 Blocking the Current Account for the Card Transactions (cancellation or suspension of operations on the current account for the card transactions) by the Bank is carried out without further consent of the Client in the cases and manner prescribed by applicable law, as well as in cases where the Client has not submitted/ refused to submit required by the Bank information on Current Account for the Card Transactions. A list of information and cases in which it could / should be required are set by applicable law, internal policies, standards and procedures of the Bank / the Bank's parent company.
- 4.6 Debit without further authorization from a current account:
- bank charges (including cost of Bank's services for the implementation of card transactions, which were subsequently canceled (revoked), as well as commission fees of the Bank under the Tariffs);
 - the annual cost of a card for every year of service, including when the Client has not filed an application for cancellation of the Card before the expiry of its validity, in accordance with the terms of this Agreement;
 - in and/ or from any Client's bank account opened with the Bank, or any other banks or organizations conducting certain banking operations, the amount of arrears and/ or other sums payable by the Client hereunder and/ or Credit Agreements, in full volume (if there is enough money on the bank accounts) or in the amount of available money on bank accounts (if failure). In case of debiting money from the bank accounts of the Clients which are in a different currency to the currency of the Debt, the debt amount is recalculated by the Bank at the rate set by the Bank on the date of the conversion, taking into account the Bank's commission for currency conversion;
 - money erroneously credited to a bank account;
 - money credited to the account on the basis of forged payment documents, if there are available documents confirming falsification of payment documents
- 4.7. The Client also hereby authorizes the Bank to implement the blocking money on the Current Account for the Card Transactions in case of failure/ improper performance by the Client of these General Terms and Conditions, the erroneous receipt of money (for the Bank making the Corrections posting), and any agreements concluded under these General Terms and Conditions.

Article 5. Card Use Instructions

5.1 The procedure for issuing and storage of the Card.

- 5.1.1 The Bank issues the Card directly to the Card Holder or to the authorized representative of the Cardholder. Upon the receipt of the Card, the Card Holder must sign in the specially provided for this field on the back of the Card.
- 5.1.2 Upon the Client's request, for a Current Account for the Card Transactions a supplementary card may be issued under the name of any person referred to by the Client in the Application for issue of additional card (if such person submits all the documents under these General Terms and Conditions, and if issue of an additional card to the person specified does not contradict the current legislation, internal policies, standards and procedures of the Bank).
- 5.1.3 Passing on a Card to the third persons for use or as a pledge is prohibited. The Card, presented by unauthorized person shall be subject to seizure.
- 5.1.4 On the back of the Card a magnetic stripe with encoded information is placed. Cardholder must avoid exposure to the Card of any adverse factors that can damage the recording on a magnetic strip, and as a consequence, lead to an inability to carry out Card transactions using the Card. An example of such adverse factors may be electromagnetic fields (near the location of magnetized or containing magnets objects), mechanical damages (scratches, contamination, overheating, direct sunlight), and others.
- 5.1.5 The Card Holder is obliged to ensure proper storage of the Card in the places and manner, precluding the possibility of unauthorized access/use by the third parties.
- 5.1.6 The Card Holder assumes all risks associated with the use of the Card, including in connection with unauthorized access/use by the third parties to the Card and/or information contained in the Statement, and/or other information/correspondence intended for the Card Holder.

5.2. PIN code.

- 5.2.1 Together with the Card a special sealed envelope is given to the Cardholder with the liner, where the PIN code is printed. It is recommended that the envelope should be open soon after getting, the PIN code should be remembered and the liner and envelope destroyed.
- 5.2.2 PIN code is not known to the staff of the Bank and the Cardholder must keep it in secret during the life of the Card.
- 5.2.3 It is recommended to follow the following rules to ensure privacy of PIN code:
- If the PIN code is recorded anywhere, the Cardholder should keep the Card and the record separately;
 - not allow anyone to see entered by the keyboard of the electronic device (including Cash points) combination of PIN code.
- 5.2.4 At typing the PIN code, the numbers on the display of electronic devices (including Cash points) are displayed in the form of symbols. It is important to avoid mistakes when entering PIN code. In case three times in a row (within any time interval, using one or a variety of electronic devices, including Cash points) the wrong PIN code was typed, in the case of the fourth mistake in a row, the Bank blocks the Card. PIN code will be nulled on the next working day. The Client understands and agrees that his Card can be hold in the Cash point or can be removed by the Entrepreneur or by the cash point to find out why the wrong PIN-code was entered.
- 5.2.5 All transactions made using the electronic devices (including Cash point) and confirmed by a typed PIN code are considered by the Parties as the executed by the Cardholder.
- 5.2.6 In the event that the PIN code is forgotten by the Cardholder, he may refer to the Bank for change and receipt a new PIN code.

5.3. The Card's Use.

- 5.3.1 All the provisions described below, are included in these General Terms and Conditions only for convenience of the Cardholders and to provide them with additional information on how to execute transactions using the Card.
- 5.3.2 The Bank offers a Card service through the smooth functioning of systems and electronic devices (including

Cash point), over which it has direct control, and undertakes to take all possible measures to restore service in case of suspension for reasons beyond the Bank.

- 5.3.3 The Bank is not responsible for the actions of the Entrepreneur's cashiers, who did not exercise or made mistakes during the card transaction, in particular, if the cashier has not performed the Cardholder's identification and verification of the signature on the payment document with the signature on the Card and/or on the identity document.
- 5.3.4 To carry out card transactions the Cardholder Card produces the Card to the cashier of the Entrepreneur or of the cash point, or makes actions with Cash points in a self-service, or performs Card transactions otherwise using the Card data.
- 5.3.5 The cashier has the right to demand from the Cardholder a document proving his identity. In the absence of a document cashier may refuse the Cardholder in the transaction.
- 5.3.6 The cashier, taking Card, for authentication of the card transaction sends a request to the Bank: at automated mode of authorization, the cashier makes Authorization by electronic terminal. The cashier puts the Card into the reader terminal, types on the keyboard the amount of the transaction. The cashier can offer the Cardholder to confirm the operation by dialing the PIN-code on a special keyboard. Request goes to the Bank through on-line communications. If one has enough money on the Current Account for the Card Transactions and the PIN code is correct (if PIN code was typed by the Cardholder) a receipt will be printed in two copies, confirming the transaction completion. Cashier gives the Cardholder a copy of the check. Cardholder validates the data specified in the check. Depending on the adopted technology, a printed receipt may be signed by the Cardholder and a cashier.
- 5.3.7 The correct PIN code entry and/or signature on behalf of the Cardholder on the slips and checks are the requests of the Cardholder on the withdrawal of money from a Current Account for the Card Transactions.
- 5.3.8 The cashier has the right to retain the Card to clarify the circumstances under these General Terms and Conditions.
- 5.3.9 The Cardholder is obliged to keep within 3 (three) years all the documents on the card transactions and to provide them:
- to the Bank, at its request, to resolve disputed issues;
 - to the bodies of the tax and customs services, as well as to the other public authorities as a justification for the legality for money and their spending;
 - in other cases stipulated by current legislation.
- 5.3.10 The Bank and the Client hereby agree that payment of invoices by the card transactions made by the Cardholder, are made by the Bank by removal without acceptance from the Current Account for the Card Transactions of the Client any amount required under these General Terms and Conditions and without any further consent of the Client.
- 5.3.11 In cases where the Client is served by the Bank in connection with the existence of an Agreement on transfer of the salary and/or other income of the Client, concluded between the Bank and the Client's employer/person who is to the Client the customer, the Client hereby confirms his awareness and agrees that the Bank may, without Client's consent, to charge fees for services rendered to the Client in connection with servicing the Current Account for the Card transactions of the Client, if the Client's employer/person who is to the Client the customer does not make the transfer of salary and/or other incomes of the Client to the Current Account for the Card transactions in six (6) consecutive months from the date of the last transfer.
- 5.3.12 The Cardholder is fully responsible for ensuring the safety of his card, as well as the confidentiality of its details (Name of the Holder, the card number, the card's expiration date, CVV2/CVC2-code).
- 5.3.13 The Cardholder by activating the card agrees on an automatic granting of access by the Bank to the conducting of operations in an electronic network Internet through the Card without actually producing it to the person who furnishes the goods/performs works and/or provides services;

5.4. Using the Card for cash withdrawals.

- 5.4.1 Cash receipt by the Cardholder is to be made at the cash points of the banks - members of the relevant payment system or through the cash points.
- 5.4.2 As a rule, cash is disbursed by the Card in the currency of the host country. In some countries, the frequency and the maximum cash sum of money on Card may be limited by the laws of the host country.
- 5.4.3 In view of the fact that the rules of various payment systems may differ, the Bank is not responsible for the collection by the cash points of any additional compensation (not related to Tariffs).
- 5.4.4 Cash withdrawal at cash points of the banks - members of the relevant payment system, is executed in the voice or in an automated mode of authorization.
- 5.4.5 Using the Cash points the cash withdrawal is made by the Cardholder of self-service.
- 5.4.6 After completion of card transactions and withdrawal of banknotes from the Cash points a receipt is printed (if the Cardholder has selected option of print check). Due to privacy of information contained in the receipt it is recommended to take a printed receipt, and never leave it near the Cash point.
- 5.4.7 When incorrect PIN code was typed, relevant information will be notified on the display of the Cash point and it will be denied to conduct the card transaction.
- 5.4.8 Transaction for the active Card with the correct PIN code can be rejected for the following reasons:
- The amount requested can not be issued with banknotes, available in Cash point. One should request amount divisible by minimum banknote indicated in the instructions for this Cash point;
 - the requested amount exceeds the limit of one to issue, defined by dimensions of the Cash point. One needs to separate the requested amount for parts and repeat the operation several times;
 - the requested amount exceeds the balance of current account balance for the card transactions. In this case, it is recommended to request a lower amount, the amount of which can be specified, using the print information about the cash balance on current account for the card transactions;
 - the requested amount exceeds the daily limit on cash withdrawals at Cash point, set by the Cardholder/ the Bank.
- 5.4.9 When working with the Cash point, remember that if the returned card and/or notes issued during the twenty (20) seconds are not removed from the card holder ejector, a protection system will work, and for the purpose to save the Client's money, the Card and/or banknotes will be drawn into the Cash point and retained in a special compartment. In such cases, return of the Card to the Cardholder can be made by the bank that serves this Cash point, only after ascertaining reasons for the detention of the Card and consultation with the Bank,

and the restoration of the amount of the card transaction, withdrawn from a Current Account for the Card Transactions on the fact of authorization (or not withdrawal of part of this amount) may be made only after the Cash point revision and refinement of the cash amount not withdrawn by the Cardholder. The Cardholder may refer to the Bank to assist in negotiations with the bank to service this Cash point.

5.4.10 The reason for holding a Card or cash in the Cash point should be clarified by the Bank not later than 5 (five) business days following the day of addressing the Cardholder to the Bank, verbally (by telephone) or, including the Bank's request, in writing.

5.5. Using the Card to pay for the goods, works and services of the Entrepreneur.

5.5.1 According to the rules of payment systems Entrepreneur may not overstate the value of goods, works or services in accepting the Card for payment as compared with cash payments. The Cardholder must notify the Bank of all cases of overvaluation of goods, works or services.

5.5.2 The transaction can be carried in the voice or in an automated mode of authorization. The procedure of the transaction is described in these General Terms and Conditions.

5.5.3 The Cardholder subject to the limitations established by Existing Legislation has the right to return paid by the Card purchase, or cancel the Card prepaid service. For this purpose, at the request of the Cardholder and with the consent of the Entrepreneur, a cashier performs a "return of purchase". Return may be performed before or after receiving by the Entrepreneur of the authorization code.

5.5.4 In the first case, the transaction is canceled directly at the Entrepreneur by terminating its registration. The Cardholder should verify the destruction of the Slip clicked to stamp cards, even if the Slip not yet been signed by him.

5.5.5 In the second case, the Cardholder must request a return transaction, because after receiving the authorization code the transaction amount is deducted from Current Account for the Card Transactions. For the return transaction a cashier makes special return (credit) Slip ("Reversal Slip"), signed by the Cardholder and a cashier, or involves a special feature of the electronic terminal ("Reversal") with printing of the special check. In this case, the transaction amount will be restored on the Current Account for the Card Transactions on the next working day after receipt by the Bank from the relevant payment system the data on the return operation. This circumstance should be taken into account when calculating the amount available on the Card.

5.6. The Card's blocking.

5.6.1 In the case if the Card is lost or stolen, the Cardholder should immediately contact the Bank with an oral or written requirement of blocking the Card (hereinafter referred to as "demand"). The Cardholder is also entitled to address to the Bank with an oral or written demand to block the Card on other grounds, at the discretion of the Cardholder.

5.6.2 In the Demand a surname, name, middle name of the Cardholder, if possible, additional information: date of birth, number and expiry date of the Card, as well as the reason for the blocking. It is desirable to provide contact information - address, phone number, e-mail.

5.6.3 The Cardholder hereby unconditionally agrees that the Card is in the possession and use of the Cardholder in the absence of duly registered Demand and Card transactions made using the Card to the registration requirements of the Bank are properly authorized by the Cardholder. The Cardholder bears the risk and liability in respect of Card transactions which occurred prior to the entry into force of the Card's blocking.

5.6.4 Verbal Demand at the discretion of the Bank must be confirmed by a written application of the Cardholder, submitted to the Bank within two working days from the date of the oral Demand. In the case of impossibility to provide a written request within the aforementioned deadline, the Cardholder is obliged to give advance notice to the Bank indicating the reasons for the impossibility of providing a written request and at the earliest opportunity, provide the Bank with a written application supporting the Demand.

5.6.5 The Parties hereby agree that the Bank has the right to document and record telephone calls of the Cardholder to the Bank, including for the avoidance of any disputes. In this case, the Cardholder also agrees that the recording of telephone call, produced by the Bank, will be sufficient proof of content received from the Cardholder verbal Demand to the confirmation of such Demand in writing in accordance with these General Terms and Conditions.

5.6.6 In the case of sending the Demand to the branch of the Bank or to any member of the relevant payment system, the Card's blocking will come into force after the registration of Demand by the Bank, sent by the branch of the Bank or by a member of the relevant payment system on behalf of the Cardholder.

5.6.7 The Demand is considered coming from the Cardholder, who bears the risk and responsibility for the possible non-compliance of his consent, as well as the consequences of blocking the Card by the Bank. The Bank is not responsible for the consequences of blocking cards produced on the basis of a Demand on behalf of the Cardholder by means of telephone/ telex/ fax in accordance with the requirements set forth in these General Terms and Conditions.

5.6.8 After blocking the Card, upon written application of the Cardholder, the Bank issues a new Card with new number and PIN code.

5.6.9 The Bank reserves the right to lay claim to the Cardholder in the event of noncompliance to the storage and use of the Card, as well as in the case of non-secret PIN code (including after blocking the Card), and in case of intentional unlawful acts of the Cardholder.

5.6.10 At finding the Card, previously declared as lost, the Cardholder must immediately notify the Bank and return the Card to the Bank. In case of failure to return the found Card, as specified in this paragraph, the Cardholder assumes all risks, which imply a non-return of the Card to the Bank, and also undertakes to indemnify the Bank for any additional costs that may accrue to the Bank in connection with the withdrawal of the Card.

5.6.11 If the Bank has reason to believe that there is a risk for Current Account for the Card Transactions of the Client of unauthorized fraudulent transactions, the Bank may, without prior notice to block the Current Account for Card Transactions.

5.6.12 Upon receipt of the Client's Employer written notice specifying retired/leaving Cardholders, the Bank blocks the debit Current Account for Card Transactions of the Client to obtain from the Client a decision on further relations between the Bank and the Client - the transfer of debit Current Account for Card Transactions on the Client to the standard Tariffs or closure of the current card account.

5.6.13 Also, the Bank is entitled to block the Card in the following cases:

a) upon the arrest on money placed in a bank account, on the grounds stipulated by the legislation of the

Republic of Kazakhstan;

b) upon the suspension of debit transactions in the bank account on the grounds stipulated by the legislation of the Republic of Kazakhstan;

a) upon receipt of notification from the Client of the loss, theft and/or unauthorized use of the Card. At the same time the Card's blocking by the Bank is made within 2 (two) hours of receipt of this notice, except in cases of circumstances beyond the control of the Bank (power failure, a failure in the Card system, etc.). In these cases the Card's blocking is made upon completion of removal of these circumstances;

d) in default and/or improper performance by the Client of this Agreement.

5.7. The Card's holding.

5.7.1 The Card's holding at Entrepreneur or in cash point is made in cases where:

a) the Card is blocked;

b) the bearer of the Card is not a holder of the Card;

b) the Cardholder forgot the Card after the transaction.

5.7.2 The Card's holding is made by the Cash point, by the cashier of the Entrepreneur or of the Cash point, by the bank employee. Upon the Card's holding (except its holding by the Cash point) the relevant act is made.

5.7.3 The reason for the Card's holding is clarified by the Bank not later than the Business Day following the day of addressing to the Bank of the Cardholder or of the bank - a member of the payment system, who held the Card.

5.7.4 The return of the held Card is produced by the Bank directly to the Cardholder after the decision of such return by a local bank - member of the relevant payment system, or by the Bank (in case of delayed delivery of the Card to the Bank), upon written request of the Cardholder, upon presentation of the document certifying personality.

5.8. The Card's validity, suspension or cancellation of the Card use.

5.8.1 On the Card the period of validity (month and year) is indicated. The Card is valid until the end of the last day of the month mentioned.

5.8.2 Upon expiry of the Card and the absence of other indications of the Cardholder, the Card is subject to automatic re-issue by the Bank for a new term. All Cards that have expired are blocked and may be returned to the Bank.

5.8.3 In the case of non-use of the Card, the Cardholder is obliged to write a written application to the Bank and return the Card, as well as additional available Cards.

5.8.4 The Bank may at its discretion at any time withdraw or block the Card and/or to refuse to replace the Card without any compensation for possible costs of the Cardholder, with subsequent notification of the Cardholder within 10 (ten) working days from the date of the actual blocking.

5.8.5 The Cardholder must return the Card at the written request of the Bank, within the period specified in such demand.

5.8.6 In case of no return/late return of the Card by the Cardholder the Client assumes all risks, which imply a failure to return/late return of the Card to the Bank and reimburse the Bank any additional costs that the Bank may incur in connection with the withdrawal of the Card.

5.9. Replacement, issue of a new Card.

5.9.1 The Card's replacements, or issuance of new Card to replace the lost, are made on the basis of submitted to the Bank written application from the Cardholder.

5.9.2 The Card's replacements, or issuance of new Card to replace the lost, may also be made based on oral application of the Cardholder, taken by telephone Call Center. In such cases, however, the Bank has the right to refuse or suspend the replacement or issuance of a new Card until the provision of a written application from the Cardholder, as specified in paragraph 5.9.1 of this Article.

5.9.3 The Card must be replaced in the following cases:

a) the Card is damaged;

b) the Card is lost/stolen;

c) in other cases at the request of the Cardholder.

d) at the discretion of the Bank, if the Bank has reason to believe that there is a risk for the Client's current Card account for unauthorized fraudulent transactions.

5.9.4 The replaceable Card is subject to mandatory deposit in the Bank (except for lost/stolen Cards). In case of failure to return by the Cardholder a Card as provided for in this paragraph, the Client shall assume all the risks that entails the card's non-return to the Bank, and also undertakes to indemnify the Bank for any additional costs that the Bank may incur in connection with the withdrawal of the Card.

5.9.5 The Bank charges from the Client payment for the production and delivery of new Card in accordance with Tariffs and subject to courier/postage costs incurred by the Bank in connection with the production and delivery of a new Card.

5.10. The cash servicing for the Card

5.10.1 Conducting of a Card transaction by the Cardholder using Cash point is executed in the hours during which the rules of the work of the buildings/premises where the Cash points are situated, the possibility of free access to Cash point is provided.

5.10.2 Cash transactions (including payment of cash) with the use of Cash point of the Bank's network services are carried out during the Transaction day of the Bank, in the manner prescribed by the Bank in accordance with Existing Legislation, internal regulations, standards and procedures of the Bank, as well as rules of the appropriate payment system. In the case of cash payment by using Cash point of the Bank's network service after the transaction day, transfer of money is made on the next banking day, taking into account current legislation, internal regulations, standards and procedures, rules of the Bank and the relevant payment system.

5.10.3 Cash transactions in the network services of other banks (including transactions using Cash point) are carried out in the operating hours of these banks in the manner prescribed by the given bank, the rules of the relevant payment system, the Existing Legislation.

Article 6. Dissolution of the Debit Card Agreement/Credit Card Agreement / Credit Line Agreement for the Physical Entities. Closing of the Current Account for the Card Transactions.

- 6.1 Each Party may terminate this Debit Card Agreement /Credit Card Agreement/ Credit Line Agreement for the physical entities, by giving written notice to the other Party not later than thirty (30) Business Days prior to the effective date of termination of this Agreement.
- 6.2 The Bank may also at any time to unilaterally declare avoided the Debit Card Agreement /Credit Card Agreement/ Credit Line Agreement for the physical entities (closing hereby the Current Account for Card Transactions), if:
- a) the Client breaches the law;
 - b) the Client can not meet its obligations under this Agreement;
 - c) forming of overdraft;
 - d) death/unexplained absence of the Client confirmed by the relevant documents;
 - e) In the case if the Client's actions may have negative implications for the Bank;
 - f) on other grounds provided for in the Debit Card Agreement/Credit Card Agreement/current law.
 - g) transfer of the card to the third parties.
- 6.3 In the case of the application by the Bank of its right referred to in paragraph 6.2 of this Article, all the unfulfilled monetary obligation to the Bank are subject to immediate execution.
- 6.4 Upon termination of the Agreement the parties must fully implement all existing, but not completed at the date of termination of Agreement obligations. If it is not possible to stop the responsibility of the Client of the nature of the remaining obligations, the Client shall provide at the request of the Bank, adequate provision for the performance of his existing obligations before the Bank.

- 6.5 Within 3 (three) working days after the execution of all existing obligations by the Client and the Bank, the balance at the current account for the Card transactions is paid in cash to the Client, unless it is contradicts to applicable law, or transferred into another Bank Account or to an account in a different bank on the written instructions of the Client.

Article 7. Bonus and discount programs

- 7.1 The Bank at its discretion and without prior coordination with the Card Holder, in accordance with internal policies, standards and procedures of the Bank/the parent company of the Bank enters into force and/or cancels the discount programs, the procedure of which is determined by the Bank itself.

Article 8. Internet Banking

- 8.1 The Bank provides Internet Banking services in accordance with applicable laws, internal policies, standards and procedures of the Bank/the Bank's parent company.
- 8.2 The authentication of the Client upon the transaction through the Internet Banking is performed by entering by the Client of the login and password and token code, lodged by the Client independently, and represents any combination of digital and alphabetic symbols, determined by the Client to provide secure access to accounts and preventing unauthorized access. The Client sets and modifies the login and password on his own, without the participation of the Bank and not providing to the Bank any information about the login and the password. The confirmation of the Client's transaction through Internet Banking is a coincidence of the login and password entered by the Client, with those that were set by the Client before.
- 8.3 The Bank may, at its discretion, unilaterally and without prior notice to make changes to the list of services available through Internet Banking.
- 8.4 All transactions made by the Client through Internet Banking are reflected in the Statement of the Current Account for the Card Transactions.
- 8.5 Payment for the Internet Banking services is made by the Client in accordance with the active Tariffs of the Bank.

Article 9. Card Transaction Fraud

- 9.1 For the purposes of preventing fraud on the Card transactions, the Bank has the right to reject/ restrict/ block any card transactions/ cards on an unlimited period of time, without notice and consent from the Client.
- 9.2 For the purposes of preventing fraud on the Card transactions, the Bank may re-issue the Cards without consent from the Client.
- 9.2.1 In such cases, the Bank shall notify the Client of the Card's reissue by one of the ways specified in paragraph 9.2 of Article 9, Section I of these General Terms and Conditions. The Client, after receiving Notification on the Card's reissue, undertakes within the period established by the Bank to come to the Bank for changing of the Card available at him to the one reissued.
- 9.2.2 However, if the Client for any reason fails or refuses to get re-issued Card, then this fact is regarded as an unconditional and irrevocable consent of the Client to assume all risks and liabilities associated with any possible type of fraud on the Card transactions.
- 9.3 The Bank has the right to request from the Client confirmation and/or information/documents on the Card transactions, which the Bank believes are suspicious and/or fraudulent.
- 9.3.1 In the event of a dispute on the Card transactions, the Client agrees to provide all information/documents needed to resolve this situation. If the information provided by the Client/documents are not complete and/or

- provided with a delay, then the Bank may close the controversial situation, without further investigation, and the Client agrees not to challenge it in the future.
- 9.3.2 In the event of death of the Client, the controversial transaction that has not yet been resolved (e.g., the decision on return was not yet taken) is considered as closed and in the future on this transaction no applications are accepted from authorized persons (on behalf of the Client).
- 9.3.3 The Client may apply to the dispute situation consideration not later than 30 days from the date of the transaction, otherwise, the executed Card transaction is confirmed, and subsequent claims may be rejected by the Bank without compensation to the Client for damages. In the case of a proven claim, the money will be recovered by the Bank in a bank account. Prior to the settlement of the claim received by the Bank, the money previously written off from the Bank account is not refunded; time for consideration of applications is determined by the rules of international payment systems.

Article 10. Other New Bank Services

- 10.1 The Bank has the right to self-expand the range of new services provided by the Bank in respect of the Client's account. The information of such services shall be notified to the Client through the inclusion of relevant information in the Statement. Information so provided will automatically become an integral part of these General Terms and Conditions on the date and in manner specified in the relevant information in the Statement.

Section IV. Crediting

Article 1. Credit terms

- 1.1 Based on Application and in accordance with the terms of the Credit Agreement, the Bank agrees to provide Credit to the Client. Relationships of the Parties, in part, not regulated by agreement of the Parties shall be governed in accordance with applicable law, these General Terms and Conditions, internal policies, standards and procedures of the Bank. The Credit Provision is made by the Bank under the Credit Card Agreement/ Unsecured Loan Agreement/ Credit Line Agreement for individuals/other agreements under the internal policies, standards and procedures of the Bank as an integral part of these General Terms and Conditions. The Bank at its discretion determines the feasibility and desirability of the Credit provision, based on the requirements of current legislation, regulations, internal policies, standards and procedures of the Bank.
- 1.2 The Client acknowledges that the provisions of the conditions of the Credit Agreement, the General Terms and Conditions in full suite the interests of the Client, and do not contain any onerous provisions for the Client.
- 1.3 If it had been previously agreed, that the Credit is granted in foreign currency, it can be granted in the currency of the Republic of Kazakhstan, provided that:
- (i) the Bank prior notified in written form the Client in the manner provided by these General Terms and Conditions, not later than 2 (two) working days before the date set by the Bank as the date for change of Credit currency, and
 - (ii) The Client gave written consent to the change of currency.
- 1.4 In the event the Client agrees to change the Credit currency, interest rate is set by the Bank in accordance with internal policies, standards and procedures. All money received by the Client as a Credit, on the date of notification by the Bank on change of the Credit currency, starting from the date of change of Credit currency, should be paid to the Bank in the currency of the Republic of Kazakhstan. The Client's Current Debt and amount of Credit previously provided to the Client in foreign currency shall be converted to the currency of the Republic of Kazakhstan, at the rate set by the Bank on the date of such conversion. In the event the Client does not agree with the change of Credit currency or with interest rate set by the Bank, the Bank is free of commitments to extend Credit to the Client under the applicable Agreement and is entitled to demand immediate repayment.
- 1.5 Return of debt. The Client agrees to repay the Bank Indebtedness on the date specified in the Credit Agreement.

1.6 The terms of credit repayment.

- 1.6.1 Procedure and periodicity of repayment and compensation, sequence, date of the next repayment and remuneration, the methods of repayment of the Credit, the minimum amount to be repaid under the Credit Agreements are determined according to the terms of such Agreements.
- 1.6.2 Under the terms of the Unsecured Loan Agreement a repayment of principal and accrued interest payments are made monthly, in accordance with the repayment schedule specified in the Appendix to the Agreement.
- 1.6.3 Under the terms of the Credit Card Agreement/Credit Line Agreement for the physical entities a Credit repayment is made monthly at the rate of partial or full amount of debt, but not less than the minimum redemption amount specified in the Agreement.
- 1.6.4 If the date of the next payment under the Credit Agreement falls on a weekend or holiday, the regular payment is made on the first working day following the weekend or holiday.
- 1.7 Prepayment. Full or partial prepayment is made on the basis of written Application of the Client. In the case of partial prepayment of the Credit amount granted by the Unsecured Loan Agreement a rescheduling is executed, while retaining the original Credit period and the change in the amount of monthly payment. At full or partial prepayment the Client pays remuneration to the Bank for use of the Credit, accrued before the date of full prepayment inclusively. Revision of the Payment Schedule does not entail obligations of the Parties to conclude a supplementary agreement to the Agreement. Signed by the Parties the amended Payments Schedule is attached hereto and replaces the old one that had force until the date of signing of the new Payments Schedule.

1.8 Remuneration.

- 1.8.1 Interest on Credit granted on the Unsecured Loan Agreement is calculated on the principal amount of Debt at a rate under that Agreement.
- 1.8.2 Procedure for calculating interest on the Credit Card Agreement is charged on the rates and the terms in

- accordance with the said Agreement.
- 1.8.3 Procedure for calculating interest on the Credit Line Agreement for the physical entities is charged at the rate and the terms in accordance with the said Agreement.
- 1.8.4 Reasonable amount of money on Current Account for the Card Transactions is automatically blocked by the Bank in the amount of compensation accrual on the of Credit Card Agreement/Credit Line Agreement for the physical entities for the period from the first day of the calendar month following the reporting period to the next date of the Credit repayment and Remuneration.
- 1.9 Effective rate. The annual effective rate is calculated by algebraic method, by successive approximations, by method of integration, using computer programs, in accordance with the method developed by the Agency of the Republic of Kazakhstan on Regulation and Supervision over the Financial Market and Financial Organizations, and is specified in the of Unsecured Loan Agreement/Credit Card Agreement/ Credit Line Agreement for the physical entities.
- 1.10 Procedure for effecting payments. All payments made by the Client in arrears under the Credit Agreement must be implemented by making cash or by bank transfer, in the currency of Credit or in foreign currency with converting the currency to the Account currency and is considered as received upon actual receipt by the Bank. If the Bank has not received payment in full amount due to him under the above Agreement, the Bank is authorized to debit the Account and/or Current Account for the Card Transactions and other Accounts under this Agreement and without any further consent of the Client.
- 1.11 Proof of Indebtedness. Upon the Client's request, the Bank provides to the Client the Statements at intervals specified by the Client in a Credit Application or additionally agreed with the Bank in written form. Statement is a sufficient proof of the Client's Debt to the Bank. Payments are received by the Bank on the Business Day specified as such in the Statement. Information on the availability and/or the absence of Debt under the Credit agreements also serves proof of the existence and/or lack of Debt on Credits.
- 1.12 Overdue Indebtedness. At non-payment of the next payment on the repayment of the principal debt and payment of accrued interest, or pay less, than the sum of the next payment specified in the Payments Schedule to the Unsecured Loan Agreement, the payment is considered late. Arrears on Credit Cards Agreement /Credit Line Agreement for the physical entities is considered to be:
- Untimely or incomplete payment of the minimum amount to redemption;
 - Untimely or incomplete payment of the amount of overdraft;
 - Untimely or incomplete payment of the arrears, commission;
 - Untimely or incomplete payment of the amount of penalties (fines, penalties);
 - As well as other Debt, drawn to redemption on the Credit Agreements and/or at the request of the Bank.
- 1.13 Secured Credits. The Bank may require the Client to provide insuring the full and timely implementation of the Client's financial obligations under the Credit Agreement. The security must be free from any claims of the third parties or other encumbrances. The security may be provided by the Client, or with the consent of the Bank, the third parties, in accordance with the requirements established by applicable law, internal policies, standards and procedures of the Bank.
- 1.14 Unsecured Credits. Bank may, at its discretion, grant an unsecured Credit to the Client, who, according to the Bank, has a reputation as a trustworthy borrower.
- 1.15 Provision of information on Credit and other information related to the execution by the Client of his obligations to the credit bureau. The Client provides a written consent for the provision by the Bank Information about the Client and the Credit agreement in the database of credit bureaus, as well as receipt from the credit bureaus information related to the execution by the Parties of their obligations.

Article 2. The Bank and the Client's rights and obligations

2.1 The Bank may:

- 2.1 The Bank may:
- 2.1.1 debit the Accounts owed to the Bank under the Credit Agreement, under these General Terms and Conditions and without further consent of the Client. If at the Account it is not enough money, the Bank shall repay by the other ways, not inconsistent with the law;
- 2.1.2 receive repayment of the arrears due to any and all money that are available on the Client's accounts in any banks or financial institutions as a lump sum in full and in part, on the basis of the Agreement, and without the consent of the Client, for the amount payable to the Bank, including the amount of arrears to the Bank hereunder at any time;
- 2.1.3 require from the Client a submission of all information which the Bank believes may be essential for the repayment of a Credit and if the Client does not provide this information in time, specifically set by the Bank, to charge the Client a penalty according to the rate applicable on the date of the Client's breach of an obligation arising out of this subparagraph, or refuse to the Client further to provide the Services, including the Card's blocking;
- 2.1.4 Review (including an increase) the size of the pay rates under the Credit, Tariffs in accordance with the General Terms and Conditions, internal policies, standards and procedures of the Bank, taking into account current legislation, with prior notice to the Client. In this case, the Client may repay the Debt ahead of schedule, without paying any penalties for early repayment;
- 2.1.5 If the Bank believes that there is a potential event of breach, to establish control over the Account and /or the Current Account for the Card Transactions of the Client and/ or transfer money from Account and / or Current Account for the Card Transactions to the Special Account, and on violation of the events immediately send all the money in the Account and/ or Current Account for the card transactions and/ or a special account, for Indebtedness of the Client and/or temporarily block the Card;

- 2.1.6 If the Client does not agree with the amounts payable to the Bank under the Credit Agreement, the Client must pay an amount not disputed by him. Notwithstanding the foregoing, the amount of Principal Debt under the Credit Agreement, confirmed in the Statement, is always considered as the amount not subject to challenge. In the event that the above dispute is resolved in favor of the Bank, the Bank is entitled to recover from the Client a penalty, an amount determined in accordance with the Credit Agreement/ Tariffs.
- 2.1.7 In the event of any breach of the Events to recover from the Client a penalty, an amount of which is determined in accordance with the Credit Agreement/ Tariffs;
- 2.1.8 To charge a penalty (fine, penalty) for Overdraft in the amount established by the Tariffs;
- 2.1.9 To require from the Client to replace or replenish ensure, in accordance with the terms of the relevant Agreements;
- 2.1.10 To get a refund for the additional costs incurred by the Bank in connection with the failure and/ or improper performance of obligations by the Client under the Credit Agreement, General Terms and Conditions and/ or otherwise relating to the Credit obligations;
- 2.1.11 To make, at its discretion and to unilaterally change the Agreement/ Payments Schedule, except where any changes unilaterally made in the Banking Services Agreement/ Payments Schedule is prohibited by applicable law. The Bank shall notify the Client of any such changes in the Banking Services Agreement/ Payments Schedule in the manner provided in paragraph 10.2 of Article 10, Section I of these General Terms and Conditions (in this case, the revised Payments Schedule shall take effect upon expiration of ten (10) calendar days from the date of notification of the Client by the Bank, is attached hereto and replaces the old Payments Schedule).
- 2.1.12 In the event the Client does not agree with the rescheduling of payments, including fees, the Bank is entitled to demand early repayment of Debt on the Credit by the Client within 30 (thirty) calendar days from the date the Client refused to accept the amended Payments Schedule, including rates of remuneration ;
- 2.1.13 In the event the Client does not agree with the new (changed) General Terms and Conditions of the Banking Services Agreement, the Client may, within 30 (thirty) days ahead of time to repay all indebtedness under the Credit Agreement, with the payment of remuneration during the actual use of Credit and other payments provided for herein. In this case the fee for early repayment of the Bank is not charged;
- 2.1.14 In the case of decrease or increase the limits, the Bank shall notify the Client within a period not less than 10 (ten) calendar days prior to the start of the new limits. In the event the Client does not agree with the change of limits, the Bank is considered to be free of commitments to extend Credit to the Client under the applicable Banking Services Agreement and has the right to demand immediate repayment. The Client must notify the Bank of disagreement within 5 (five) working days from receipt of notification of the Bank. In case of disagreement with the change in credit limit the Client has the right to unilaterally terminate the Agreement without paying penalties. In this case, the Debt to the Bank is to be repaid within the specified by the Bank time and in order specified in these General Terms and Conditions;
- 2.1.15 In the event that the Client has been granted a Credit in connection with the existence of an employment relationship with a particular employer, and such employment relationships were terminated, to unilaterally change the amount of remuneration for a corresponding standard commercial rate fees charged by the Bank. In this case, under the Unsecured Loan Agreement, the Bank also makes corresponding changes to the repayment schedule. Revised interest rate takes effect after 5 (five) working days after the termination of the employment relationship between the Client and the Employer, regardless of the reasons for their termination;
- 2.1.16 To insure the Client at its discretion and at the Client's Account in an insurance company acceptable to the Bank, unless otherwise is provided by applicable law;
- 2.1.17 Without prior notice to block Current Account for the Card Transactions, in case of on the Current Account for the Card Transactions is a positive balance, to the moment when a positive balance on Current Account for the Card Transactions will not be eradicated by the Client;
- 2.1.18 Without prior notice block Current Account for the Card Transactions, if the Bank has reason to believe that there is a risk of the Client's Current Account for the Card Transactions of unauthorized/ containing elements of fraud and/ or reject the transactions if the Bank has reason to believe that the initiated transaction is not legitimate;
- 2.1.19 By unilateral basis and without acceptance to seize (debit) in any currency, all the amounts of current and arrears debt of the Client under the Credit Agreement from all the bank accounts of the Borrower, including:
- a) by direct debit of the Client's bank Accounts at the Bank on the basis of the Bank's orders or other documents required by applicable law and/ or internal documents of the Bank;
 - b) by presenting to the Client's bank Accounts opened in the Bank and/ or in any other banks in Kazakhstan and abroad, performed without acceptance of claims, commissions (with attaching an original document or notarized copies of credit agreements and other documents which confirm the fact of borrowing) or documents necessary to implement the nonconsensual and/ or uncontested withdrawal (debit) of money.
- 2.1.20 The Bank may, without obtaining any further consent of the Client ask any third parties (including collection agencies) for a Debt collection from the Client under the Agreement and in this regard to provide such third parties the credit files and all other information available at the Bank regarding the Client and necessary for the performance of services to the Bank;
- 2.1.21 To use all his other rights under these General Terms and Conditions, the Agreement and applicable law.

2.2 The Bank shall:

- 2.2.1 Provide to the Client services in the manner and on the terms stipulated by these General Terms and Conditions, the Agreement and applicable law.
- 2.2.2 Carry out properly all his other obligations under these General Terms and Conditions, the Agreement and applicable law.

2.3 The Client may:

- 2.3.1 Receive information from the Bank in relation to amounts received by the Debt of the Client, as well as the amount of outstanding Debt. At the same time for providing this information the Bank will charge fees according to the established Tariffs.
- 2.3.2 Use all his other rights under these General Terms and Conditions, the Banking Services Agreement and applicable law.

2.4 The Client undertakes:

- 2.4.1 To comply with the requirements of current legislation, the terms of the Credit Agreement and other agreements entered into with the Bank;
- 2.4.2 To return the entire amount of arrears within the time specified by the Bank if the Bank declares the events violations;
- 2.4.3 To fulfill obligations under the Credit Agreement as a priority over all other obligations of the Client to other banks and any third parties;
- 2.4.4 To promptly notify the Bank of any developments that affect or may affect the performance of the Credit Agreement, including but not limited to:
 - a) any legal proceeding;
 - b) any event which may be regarded as an event of a violation or potential violation of an Event;
 - c) any breach of the application and/ or warranties set forth in the Credit Agreement;
 - g) any failure to meet requirements, conditions and/ or arrangements established by the Credit Agreement;
 - e) any material change in operations or financial position of the Client.
- 2.4.5 To provide any information requested by the Bank, in accordance with the terms;
- 2.4.6 If the Client is unable to meet his obligations including but not limited to, related to taxes and other obligatory payments to the budget, to notify the Bank of such event within three (3) Working Days after the first non-produced payment;
- 2.4.7 To protect the Bank against any costs, expenses, penalties, judgments, fines, which are created and /or the Bank may incur in connection with the signing and implementation of obligations under the Credit Agreement and other Agreements concluded under the above Agreement.
- 2.4.8 Do not interfere (directly and/or indirectly, acting and/or no acting) in the implementation by the Bank of all or any of his rights under these General Terms and Conditions, Agreement, Applicable Law.
- 2.4.9 To carry out properly all his other obligations under these General Terms and Conditions, Agreement and Applicable law.

Article 3. Events of Default

- 3.1 The Bank has the right to unilaterally declare a cessation of all or any of his obligations under the Credit Agreement and/or prematurely enforce the full amount of Debt that the occurrence of any of the following developments:
 - 3.1.1 Failure to comply, for whatever reason, the conditions of the Credit Agreement by the Client as at the date of payment and in currency and in the manner set out in the Credit Agreement;
 - 3.1.2 If the Client or related party violates or fails to comply with the requirements of applicable law or any of the conditions of the Credit Agreement or related documents, including without limitation any Agreements;
 - 3.1.3 If the Bank has reason to believe that any of the representations or warranties made by the Client or related parties in accordance with these General Terms and Conditions, Credit Agreement or any of the details provided in connection with the Agreement documents and/or information is untrue, inaccurate or void;
 - 3.1.4 A complete or partial loss of capacity by the Client;
 - 3.1.5 Involving of the Client or a related party in a lawsuit with the amount of the claim, which, according to the Bank, is or is likely to pose a threat to the completeness and timeliness of meeting the financial obligations of the Client under the Credit Agreement;
 - 3.1.6 Any Indebtedness of the Client or a related party is not repaid on time, or there is a need to demand repayment before the due date;
 - 3.1.7 All or a substantial part of the property of the Client or a related party has undergone a reduction in cost, damaged, lost, confiscated, or, in the opinion of the Bank, there is a threat per se;
 - 3.1.8 In the event of any of the following developments:
 - a) the Client's moving on a permanent residence outside the Republic of Kazakhstan;
 - b) Change in marital status of the Client;
 - c) any of the joint marital property in the possession of the Client, is divided;
 - d) all or part of the property is under the supervision of the Client;
 - d) if the property of the Client and his Accounts are arrested (or there is a real threat of arrest) and the withdrawal of arrest is not expected within the next thirty (30) calendar days;
 - e) all or a substantial part of the property of the Client is fully purchased, seized, expropriated, nationalized by the state or any third party;
 - 3.1.9 The Client can not exercise his rights and fulfill his obligations under the Credit Agreement, regardless of the reasons for this failure.
 - 3.1.10 At any time for the Client performance of any or all obligations under the Credit Agreement becomes illegal or ceases to be lawful, valid, binding and enforceable;
 - 3.1.11 The Client or related party does not comply with the decisions of the court of competent jurisdiction to pay the sums due from him;
 - 3.1.12 The Bank believes that there is a real threat to the completeness and timeliness of execution by Client of his obligations under the Credit Agreement;
 - 3.1.13 The Client is not fulfilling his obligations under other Agreements concluded before or after the signing of the Agreement, including without limitation any Credit Agreements;
 - 3.1.14 Upon the termination of the employment relationship between the Client and his employer before the expiration of the period for which credit is provided;
 - 3.1.15 Upon the termination of relations on the providing of services to the Client, constitute the main type of Client/ constituent essential, according to the Bank's share of the Client's income.
- 3.2 In the event of any of the Violation Event, the Bank may, without the Client's consent, by noticing the Client for one (1) working day, to take (at his discretion, either judicial or extrajudicial) all actions necessary and sufficient to protect the interests of the Bank and receive the full amount of Indebtedness to be paid by the Client, including charging to any third parties (including collection agencies) the Client's Debt Collection under the Credit Agreement, and therefore to provide to such third parties the credit files and all other information available at the Bank against the Client needed to provide services to the Bank.
- 3.3. Any and all expenses incurred in connection with the occurrence of the violation developments, the Bank may attribute to the Client.

Article 4. Documents and information submitted by the Client

- 4.1 In case of revealing by the Bank the fact that the Client submits counterfeit or invalid documents and / or information to obtain Credit, the Bank has the right to unilaterally and without notice to Client:
 - a) to block the Account, Card and Additional card of the Client;
 - b) to close the Credit limit, and/or
 - c) to close the Client's account;
 - d) to terminate the Credit Agreement on the Bank's initiative and demand the immediate repayment.
- 4.2 If the Bank has determined that the Client has provided false or invalid documents and/ or information to obtain Credit, the Bank also has the right to apply to law enforcement, the Financial Police, the Credit Bureau, the State Center for pension payments and other authorized organizations and agencies, including the collectors' Agency.
- 4.3 The Client hereby agrees that the Bank may request, without informing and consent of the Client any information about the Client in:
 - a) The State Center for Pension Payments;
 - b) the credit bureau, and /or
 - c) any other authorized organizations and institutions.
- 4.4 If there are suspicions in the authenticity or validity of the documents and/or information by the Client, the Bank has the right to block the Account and the Client's Card at any time without further consent or informing the Client. This blocking can be made for an unlimited period of time.

Article 5. Termination of the Credit Agreement Effect

- 5.1 The Credit agreement terminates its effect in the manner and under the terms stipulated in the Credit Agreement and/or Existing Legislation.

Section V. Miscellaneous

Article 1. Information by e-mail and/or fax only for the Clients – Legal Entities, Affiliates/ representation offices

- 1.1 Notwithstanding any other provisions of these General Terms and Conditions, the Bank may provide to the Client the following documents (hereinafter – "Information") through the use of electronic communication and/ or by fax:
 - Banking Statements on any of the Client's accounts at the Bank;
 - All types of documents, certificates, notices, confirmations of the Bank addressable to the Client, including information on any accounts and /or transactions with the Bank;
 - Other information sent to the Client by the Bank in accordance with the provisions of these General Terms and Conditions.
- 1.2 In case of providing by the Bank information to the Client with the use of electronic mail and fax communication the Client recognizes the means of electronic or fax transmission of Information sent in the manner and under the provisions of these General Terms and Conditions, sufficient to fulfill the obligations of the Bank to provide the Client Information in accordance with the provisions of the Banking Services Agreement (-s) and of these General Terms and Conditions.
- 1.3 The Client agrees that receipt of Information by the Client via e-mail or fax will be legally equivalent to obtaining the relevant documents in hard copy, certified by the signatures of authorized persons of the Bank and stamp of his seal.
- 1.4 The Client agrees, and the Bank is not obliged to provide Information using e-mail or facsimile, if it is technically impossible or economically impractical for the Bank. In the event of such impossible or inappropriate provision of information by the Bank to the Client by e-mail or fax, the Bank shall make reasonable efforts to notify the Client.
- 1.5 In case of approval of the Bank to provide to the Client Information through the use of electronic and /or fax, the Client shall provide the Bank with the original written request signed by the first head or other authorized person of the Client and sealed with the Client's stamp, citing the relevant provisions of the signed by the Client General Terms and Conditions of the Bank and indicating ways for providing Information (by e-mail and/or by fax) and the e-mail addresses of the Client and/ or telephone-fax numbers of the Client through which the Bank may provide Information.
- 1.6 In granting by the Bank to the Client Information by e-mail and/or by fax the Bank sends to the Client Information by e-mail in non-editable format and/ or by fax stating any of the email addresses of the Client and /or any of the telephone fax numbers of the Client indicated in the Client's letter of request. At the same time, by giving to the Bank a letter-request the Client ensures that no third- party has access to these email addresses and fax numbers, except the relevant authorized persons.
- 1.7 In the event of any changes of email addresses or fax numbers listed in the Client's letter of request, the Client will promptly notify the Bank in writing in the manner prescribed for the provision of letters of request. This change will be valid only after written confirmation by the Bank of a prior written notice to the Client of such changes
- 1.8 In granting by the Bank Information by e-mail or by fax the Bank shall not be liable for any delay and /or corruption

in obtaining by the Client Information, due to a malfunction of computer equipment and/or communications of the Client or other external factors that damage to any of the Client's software and/ or the technical state of communication lines.

- 1.9 The Client hereby acknowledges that he is fully aware that providing Information by email or by fax does not adequately secure reception of Information by the Client and that there is a possibility of the third-party's access to Information, and the Client hereby assumes any and all risk of use of such forms of notification including but not limited to, the possibility of non-or late receipt of Information, any unauthorized access by third parties, including fraud, unauthorized or improper use of information by unauthorized persons of the Client or any third party, irrespective of whether used to receive Information on behalf of the Client's computer equipment or fax machine located in the Client's office or at any other place.
- 1.10 The Client agrees that the Bank is not responsible for any failures in the transmission of Information, a malfunction of any computer, fax, or other equipment by means of which must be transmitted, received and / or confirmed to obtain information.
- 1.11 The Client further agrees that the Bank shall not be liable for any damages that may be incurred by the Client resulting from the enforcement and/or improper performance by the Bank of obligations under these General Terms and Conditions, unless it is proven that such losses were the result of gross negligence or willful default by the Bank of his obligations under this Agreement.
- 1.12 Upon granting by the Bank Information by e-mail or by fax the Client irrevocably guarantees to the Bank recover of any direct and /or consequential damages and expenses that have arisen/may arise at the Bank in connection with the performance of his obligations under the provisions of these General Terms and Conditions, and releases the Bank from any claims and demands that may arise in connection with the provision by the Bank to the Client information via e-mail or fax.

Article 2. Force Majeure

- 2.1 Force Majeure means any circumstances beyond the reasonable control of the Party, including but not limited to, fires, floods, strikes, earthquakes, wars and riots, inability to carry out payments as a result of failure of the banking system of Kazakhstan, the adoption of laws or other regulatory or administrative acts.
- 2.2 In the event of Force Majeure the Party that has obstacles in implementing the commitments must in written form notify the other party about the occurrence of Force Majeure and the effect of Force Majeure to perform such obligations by the Party. If the Party has not made the notification of Force Majeure, as defined by these General Terms and Conditions, it loses the right, specified above, except when for such a Party as a result of Force Majeure it has become impossible to send a notice to the other Party.
- 2.3 Following the cessation of Force Majeure, the Party involved must give a written notice to the other Party of the cessation of Force Majeure and resume performance of its obligations.

Article 3. Privacy Policy

- 3.1 The Bank will take all measures in his power to ensure the confidentiality of information regarding the Client and the Account.
- 3.2 The Bank shall not be liable if confidentiality was breached by the fault of the Client due to failure to comply with the recommendations of the Bank for privacy; it was known or become known to the third parties from other sources.
- 3.3 The Bank may not, without the written consent of the Client disclose to any other third party (except as set forth in paragraph 8.1 of Article 8 Section I, paragraphs 3.4 and 3.5 of this article) information relating to the Account, the Client, or activity of the latter. This obligation does not extend to cases where disclosure is required under the laws of the Republic of Kazakhstan or any other law of the location of any member or affiliate of the HSBC Group.
- 3.4 The Client hereby irrevocably consents to the Bank in its sole discretion to transfer to the members or affiliates of HSBC Group information about the Client and transactions for all purposes (including fraud prevention, audit, provision of services of any third-party, debt collection, responding to request of the public authority, as well as for the other purposes).
- 3.5 Information about the Client can be processed in the processing (computer) facilities outside the Republic of Kazakhstan.
- 3.6 The Bank carries out its activities in accordance with the Declaration of confidentiality of HSBC Group.
- 3.7 In order to protect against unauthorized charges on the Client's account the Bank has the following actions:
 - When performing transactions on the basis of original payment documents in hard copy the Bank provides visual validation of authorized signatures and seals of the Client.
 - When performing transactions on the basis of facsimile copies or electronic payment instruments of the Client a protection against unauthorized payments shall be as prescribed by the relevant agreements of the Parties.

Article 4. Special Terms

- 4.1 The Client must respect the desire of the Bank to protect its reputation and policies of the Bank to follow to

international standards for combating with money laundering and relation to suspicious transactions. In the case of deposit/ deposit of large amounts (large sum is determined by the Bank itself) on the Client's account the Bank has the right to require, and the Client shall provide to the Bank the documents in term, confirming the legality of the origin of the money. When not providing these documents, the Bank considers the legality of money is not confirmed and has the right not to put money on account of the Client and/or a unilateral court order to abandon the Banking Services Agreement and close the account, thereby terminating the maintenance and servicing of the Account.

- 4.2 The Bank may require from the Client any documents/ information which, in the sole opinion of the Bank are needed to assist to the Client of banking services, including without limitation, credit/ debit and cash payment/ cash withdrawals to/ from the Account (s).
- 4.3 If required by the Bank documents/ information are not submitted or do not satisfy the Bank for any reason, the Bank may refuse to provide banking services to the Client, whose rights in the subsequent use of the Account will be restored with the consent of the Bank.
- 4.4 The Bank is not obliged to explain or justify any reasons for his dissatisfaction with the documents/ information provided to the Client. Application by the Bank, made in writing or orally on the denial documents /information provided/diversified by the Client, will be the sole and sufficient basis for denial of appropriate banking services to the Client.
- 4.5 The Client is notified and agrees that the Bank is following the policy of the Group to prevent the financing of terrorism and those subject to criminal prosecution, or suspected of money laundering, in accordance with the jurisdiction of any country authorized to suspend or terminate the operations on the Client's account when the Bank suspects the above circumstances in order to investigate (and the Bank should not justify and prove his suspicions). The Bank will not bear any responsibility for any losses that the Client caused by the delay or the suspension of payment instructions of the Client, even if those suspicions are not confirmed.
- 4.6 The Client is also notified and agrees that the Bank may refuse to conduct or discontinue any account transactions, unless such waiver or termination by the Bank is executed in accordance with the policy of the HSBC Group, that requires to the Bank execution of the sanctions imposed under the jurisdiction of a country (e.g., OFAC) or an international organization (including but not limited to, the FATF and the UN) for any reason on the Client and/ or action of which extends to the Client. The Bank will not assume any liability for any loss to the Client occasioned by refusal of the Bank's performance or termination of the payment instructions of the Client in connection with the above sanctions.
- 4.7 The Bank, unless prohibited by any applicable international or domestic law, will try to notify the Client of its refusal to conduct, suspend or terminate the transactions on his account under this paragraph, as soon as possible in a manner prescribed by these General Terms and Conditions.

Article 5. Final Provisions

- 5.1 The parties may not assign, convey or transfer any rights or obligations arising in connection with the Agreement without the prior written approval of the other Party.
- 5.2 These General Terms and Conditions, the Banking Services Agreement and the Bank's Tariffs shall supersede all previous written or oral agreements and understandings, available between the Parties.
- 5.3 The headings of the Articles and other headings contained in these General Terms and Conditions and Banking Services Agreement, are used for convenience and do not contain any restrictions, performance or interpretation of any provision of these documents.
- 5.4 If any one or more provisions of these General Terms and Conditions/ Banking Services Agreement will expire, would be illegal in any respect, it should not in any way affect or impair the validity, legality or enforceability of the remaining provisions of the law contained in these documents, nonetheless determined that, in such cases, the Parties agree to make every effort for the replacement of the invalid provision by a new legally valid.
- 5.5 The Bank reserves the right to amend these General Terms and Conditions. The Bank shall inform the Client of such amendments in the manner provided in these General Terms and Conditions. If the Client does not agree with the amendments, the Client must notify the Bank in writing. The Client may terminate this Banking Service Agreement, if it does not contradict the legislation and subject to the execution by the Client of all his obligations to the Bank.
- 5.6 Any costs incurred by the Bank in the case involving him in a lawsuit between the Client and the third parties, are charged to the Client. The Bank makes payment to the Client by indicating the amount of cost. The Client immediately after receipt of the invoice shall be obliged to pay. In addition, any other costs of the Bank, not specified in the Tariffs of the Bank, but which may arise as a consequence of the Bank – the Client, also refer to the Client's account. The Bank issues an invoice payable by the Client detailing all costs incurred by the Bank. The Client immediately after receipt of the invoice shall be obliged to pay.
- 5.7 All documents related to the General Terms and Conditions/ Banking Services Agreement, are made in English, Russian and Kazakh languages. If there is variation in readings, the advantage has the Russian version, which is the original.
- 5.8 The Client hereby confirms that he (she) has no objection to the use by the Bank in the signing of the Banking Services Agreement and other documents relating to banking services, a fax copy signature of the authorized officials of the Bank, the stamp.

The limits of the remuneration rates on deposits and credits, borrowing and credit limits and timing of the taken deposits and credits

- 1.1 Limits of the Accepted fixed deposits.
 - KZT – min. KZT 1000, max. - By agreement with the Client
 - USD – min. USD 100, max. - By agreement with the Client
 - GBP – min. GBP 100, max. - By agreement with the Client
 - EUR – min. EUR 100, max. - By agreement with the Client
- 1.2 The deadlines of the Accepted fixed deposits.
 - 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 Maximum rates of remuneration of the Accepted fixed deposits.
 - 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 Limits of the extend credit.
 - KZT – min. KZT 1000, max. - By agreement with the Client
 - USD – min. USD 1,000, max. - By agreement with the Client
 - GBP – min. GBP 1,000, max. - By agreement with the Client
 - EUR – min. EUR 1000, max. - By agreement with the Client
- 2.2 The deadlines for the extend credits.
 - KZT – min. Overnight, max. - 20 years
 - USD – min. Overnight, max. - 20 years
 - GBP – min. Overnight, max. - 20 years
 - EUR – min. Overnight, max. - 20 years
- 2.3 Maximum rates of remuneration on the extend credits.
 - KZT – min. 0,1%, max. - The largest of the amounts of 25% or 150% refinancing rate
 - USD – min. 0,1%, max. - 25%
 - GBP – min. 0,1%, max. - 25%
 - EUR – min. 0,1%, max. - 25%

These fees, terms and amounts are limiting and can not be applied to specific transactions. The Bank within these limits independently depending on specific conditions and factors (the Client's credit quality, the current market situation, etc) determines the amount, timing and rate of remuneration that he may offer to the Client.