



RULES of General terms of operations

| | | |
|----------------------|---|---------------------------------|
| Subject: | These Rules of general terms of operations (hereinafter – Rules) establishes general procedure of opening, management and closing of customers banking accounts, deposits acceptance, disbursement of banking credits (loans), providing other banking operations and services, and regulate procedure of customers application, right, liabilities and responsibilities of customers and "Tengri Bank" JSC (hereinafter – Bank), and determines limited values of amounts, terms, rates and tariffs of Bank. | |
| Developed by: | Methodology department | |
| Regulation subjects: | All Bank divisions | |
| Agreed by: | Department of administration of banking operations; Accounting department; Information security department; IT department; Treasury department; Corporate business department; Operation and information department; Operational department; Payment systems department; Non-performing loans department; Retail business department; Risk department; Card business and electronic banking support department; Transaction business department; Collateral expertise department; Financial department; Legal department; Compliance-control service; Corporate secretary service | |
| Approved by: | Bank Board of Directors | Dated December "28", 2018 No.23 |
| Effective since | Since January "16", 2019 | |
| Next revision: | After three years since these Rules came into legal force or other terms if necessary | |

LIST OF CONTENTS

| | |
|---|----|
| ARTICLE 1. MAIN TERMS AND ABBREVIATIONS..... | 4 |
| ARTICLE 2. GENERAL PROVISIONS..... | 8 |
| ARTICLE 3. OPENING, MANAGEMENT AND CLOSING OF CURRENT AND SAVING CUSTOMERS' ACCOUNTS..... | 11 |
| ARTICLE 4. CREDIT OPERATIONS | 14 |
| ARTICLE 5. REQUIREMENTS TO COLLATERAL ACCEPTED BY BANK..... | 17 |
| ARTICLE 6. CASH OPERATIONS..... | 18 |
| ARTICLE 7. TRANSFER OPERATIONS WITH FOREIGN CASH CURRENCY..... | 19 |
| ARTICLE 8. TRANSFER OPERATIONS..... | 20 |
| ARTICLE 9. OPERATIONS WITH PAYMENT CARDS..... | 22 |
| ARTICLE 10. PROVISION OF ELECTRONIC BANKING SERVICES..... | 22 |
| ARTICLE 11. INFORMATION ON GUARANTEED LEVEL OF CONTINUITY OF SERVICE PROVISION TO CUSTOMERS..... | 23 |
| ARTICLE 12. SECURITIES ISSUE..... | 24 |
| ARTICLE 13. SAFE DEPOSIT OPERATIONS..... | 25 |
| ARTICLE 14. ECNASHMENT SERVICES..... | 25 |
| ARTICLE 15. GENERAL CONDITIONS OF OTHER OPERATIONS..... | 25 |
| ARTICLE 16. TARIFFS AND RATES ON BANKING OPERATIONS..... | 27 |
| ARTICLE 17. TIME LIMITS FOR CONSIDERATION OF APPLICATIONS AND DECISION MAKING ON THE BANKING SERVICES PROVISION..... | 28 |
| ARTICLE 18. PROCEDURE OF CONSIDERATION OF THE CUSTOMER APPLICATIONS ARISING WITHIN BANKING SERVICES PROVISION..... | 28 |
| ARTICLE 19. CUSTOMER SERVICE PROCEDURE..... | 30 |
| ARTICLE 20. RIGHTS AND OBLIGATIONS OF THE BANK AND ITS CUSTOMERS AND THEIR LIABILITY..... | 33 |
| ARTICLE 21. FINAL CLAUSES..... | 36 |
| ANNEX 1. LIMITED AMOUNTS, TERMS AND VALUES OF INTEREST RATES ON DEPOSITS ACCEPTED BY THE BANK/ DEPOSIT CERTIFICATES PLACED IN THE BANK (<i>paragraph is amended by decision of Board of Directors dated February 05, 2020</i>)..... | 37 |
| ANNEX 2. MINIMUM/MAXIMUM AMOUNT, TERMS AND INTEREST RATES ON LOANS PROVIDED BY THE BANK..... | 38 |
| ANNEX 3. MAXIMUM AMOUNT OF TARIFFS ON BANKING SERVICES FOR INDIVIDUALS AND LEGAL ENTITIES, INDIVIDUAL ENTREPRENEURS AND PEASANT AGRICULTURE | 39 |
| ANNEX 4. DEADLINEFOR CONSIDERATION OF THE APPLICATION AND MAKING DECISION ON THE PROVISION OF BANKING SERVICES FOR EACH TYPE OF BANKING SERVICES..... | 74 |

AMENEDMENTS SHEET

1. Additions and amendemnts No.1:

- Approved by decision of Board of Directors of "Tengri Bank" JSC (minutes of meeting No.11 dated May 02, 2019)
- Implemented since June 01, 2019

2. Amendemnts No.3:

- Approved by decision of Board of Directors of "Tengri Bank" JSC (minutes of meeting No.18 dated February 05, 2020);
- implemented since March 10, 2020

Rules of General terms of operations

These Rules are developed in accordance with the Law of the Republic of Kazakhstan "On banks and banking activity in the Republic of Kazakhstan" dated August 31, 1995 No.2444 (hereinafter – Law on banks), Law of the Republic of Kazakhstan "Counteracting legalization (laundering) of proceeds obtained by criminal means and financing of terrorism" dated August 28, 2009 No.191-IV (hereinafter – AMLFT Law), Rules of provision of banking services and consideration by banks, organizations, performing different types of banking operations, customer applications, arising during provision of banking services No.136, approved by provision of Management Board of the National Bank of the Republic of Kazakhstan dated July 28, 2017 (hereinafter – Rules No.136) and other regulative legal acts of the Republic of Kazakhstan and defines general terms, requirements, limits during provision of banking operations and services by Bank.

Article 1. General terms and abbreviations

The following terms and abbreviations are used in these Rules:

- 1) letter of credit - any agreement howsoever named or described, that is irrevocable and thereby constitutes a firm commitment of the issuing bank to make payment against the proper documents.
- 2) basic tariff - tariff for performance of banking and other operations, approved by Management Board of Bank or by authorized committee under Management Board of Bank within limited values of tariffs, approved by Board of Directors of Bank;
- 3) banking services – performance of banking and other operations by Bank, allowed for Bank in accordance with legislation of the Republic of Kazakhstan and Bank license;
- 4) contribution – money, which Bank undertakes to accept from contributor, and pay remuneration on them in amount and procedure provided for by agreement of banking contribution /declaration of accession to agreement and return contribution on conditions and procedure provided for by contribution of this type by legislation of the Republic of Kazakhstan and agreement.

Type of banking contributions:

On demand contribution;

term contribution;

saving contribution;

conditional contribution;

- 5) deposit – money, transferred by one entity (depositor) to other entity – Bank, on condition of their return in nominal terms, regardless of that, shall they be returned upon first demand or after a definite period, fully or in parts, with preliminarily agreed raise or without it, directly depositors or transferred on his behalf to third parties in the manner provided for in the Bank Deposit Agreement/Bank account agreement. The concept is used for the purposes of the Law of the Republic of Kazakhstan "on compulsory guarantee of deposits placed in banks of the second level of the Republic of Kazakhstan ";
- 6) depositor – legal entity, individual, that concluded with Bank agreement of banking deposit and/or who has right to use deposit;
- 7) remuneration of deposit – amount of money, accrued and paid to depositor in accordance with concluded agreement of banking deposit;
- 8) remuneration on loans – payment for provided loan, defined in percentage term to amount of loan on a basis of annual value of money belonging to

Rules of General terms of operations

Bank;

- 9) guarantor – individual or legal entity, that accepted liability before the Bank to fulfill debtor liability fully or partially collectively with debtor;
- 10) annual effective rate of return (hereinafter – AERR) – interest rate in actual, annual, effective, comparable calculation (actual cost) of bank services, calculated in accordance with the legislation of the Republic of Kazakhstan;
- 10-1) Bank deposit certificate - a nonissue registered security issued by the Bank, certifying the rights of a bank deposit certificate holder to receive upon the expiration of the term of circulation, its nominal value, as well as remuneration, in accordance with the terms of issuing a bank deposit certificate according to the legislation of the Republic of Kazakhstan, an internal document of the Bank regulating the issue of a bank deposit certificate and a purchase agreement. *(sub-clause is amended by decision of Board of Directors dated February 05, 2020)*;
- 11) banking deposit agreement – agreement, by which Bank undertakes to accept money (deposit) from depositor, pay remuneration on them, return deposit in amount, procedure and on conditions provided for by banking deposit agreement;
- 12) bank account agreement – agreement, according to which Bank undertakes to accept and accrue receivable money to account opened for customer, fulfill orders of customer on transfer (withdrawal) of relevant money amounts to customer of third parties and provide other services provided for by banking account agreement;
- 13) banking loan (credit) agreement – agreement in accordance with which, Bank provides loan (credit) within bank loan operations;
- 14) loan (credit) – providing borrower money on condition of availability, urgency and recoverability, and on conditions specified in banking loan agreement;
- 15) borrower – individual or legal entity, signing banking loan (credit) agreement, that received loan (credit) and accepting liability for recovery of received money, as well as remuneration payment and other payments on loan;
- 16) collateral – mean of security of liability fulfilment, in which lender (pledger) has the right to receive compensation from cost of collateral property predominantly before other entities of lender, to whom this property belongs (pledger) with charges established by legislation of the Republic of Kazakhstan in case if debtor fails to fulfil his/her obligations;
- 17) declaration of accession to agreement – integral part of agreement of banking account/deposit/loan, by signing which, customer joins relevant agreement in general and confirms his/her consent for accepting all conditions of agreement;
- 18) individual conditions/tariffs/rates on banking products/services of Bank, applied to customer individually, different from basic ones, approved by Management Board or by authorized committee under Management Board of Bank, as well as by authorized person, if he/she was granted relevant authorities, within limited values of rates and tariffs, approved by Board of Directors of Bank;
- 19) capitalization – accrual of remuneration to the principal amount of contribution;
- 20) customer – legal entity or individual, including ones that perform

Rules of General terms of operations

- entrepreneurship activity without establishing of legal entity, which is a resident or not resident of the Republic of Kazakhstan, that is also consumer of banking service or intended to use banking services of Bank;
- 21) correspondent account – banking account of bank or organization that performs different types of banking operations, opened on a basis of correspondent account agreement for performance of operations of bank or organization, that performs different types of banking operations and its customers;
 - 22) web-site – internet resource of Bank www.tengribank.kz;
 - 23) credit risk – risk of expenses (losses) as results of violation of agreement (contract) conditions by customer on fulfilment of money liabilities assigned during banking lending and other operations;
 - 24) entities affiliated with Bank with special relations – entities considered as such by legislation of the Republic of Kazakhstan;
 - 25) security – guarantee, surety, collateral and other means provided for by legislation and banking loan agreement, that provide fulfilment of liability accepted by customer, to the extent which it had to moment of actual compensation;
 - 26) overdraft (technical) – money amount, spent over limit of customer own money on bank account;
 - 27) Bank operational day – period during which Bank performs operations on current calendar day and enters data into automated banking system of Bank, duration of which is established by internal documents of Bank;
 - 28) collateral appraisal – this is an impartial opinion about cost, based on a detailed study of appraised object. Valuation of property and property rights of owner (pledger) is performed by independent appraisers in accordance with legislation;
 - 29) PIN code – personal identification number, secret code, assigned to cardholder and purposed for identification of card holder during use of card in card equipment;
 - 30) payment card is mean of accessing money through electronic terminals or other devices that contain information that allows cardholder to make payments, receive cash, make currency exchange and other operations defined by issuing bank of payment card and on its conditions. Payment card is divided into main and additional card;
 - 30-1) limited term of banking deposit certificate – minimum and maximum terms of banking deposit certificate, approved by Board of Directors of the Bank (*sub-clause is amended by decision of Board of Directors dated February 05, 2020*);
 - 31) deposit limited term - minimum and maximum deposit terms approved by Board of Directors of the Bank;
 - 32) marginal interest rate - minimum and maximum interest rates approved by Board of Directors of Bank;
 - 33) maximum term of loan (credit) - minimum and maximum terms of loan (credit), approved by Board of Directors of Bank;
 - 33-1) limited amount of banking deposit certificate – minimum and maximum amounts of banking deposit certificate, approved by Board of Directors of the Bank (*sub-clause is amended by decision of Board of Directors dated February 05, 2020*);

Rules of General terms of operations

- 34) maximum amount of deposit - minimum and maximum amount of deposit, approved by Board of Directors of Bank;
- 35) maximum loan amount (loan) - minimum and maximum loan amounts (loan), approved by Board of Directors of Bank;
- 36) maximum tariff/rate - minimum and maximum tariff rates for banking operations and services;
- 37) customer representative - individual or legal entity who makes transaction on behalf of customer by virtue of authority based on power of attorney, constituent documents of legal entity, legislation, court decision or administrative act that directly creates, modifies and terminates civil rights and obligations of customer;
- 38) remote access system - provision of electronic banking services via Internet, using a mobile or WEB-application;
- 39) scoring system - customer credit rating system using a mathematical or statistical model based on qualitative and quantitative characteristics, including indication of the presence or absence of a permanent and sufficient customer income, financial condition, place of work and position, duration of work in the current profession, property acceptable as collateral, debt, including to other banks, payment discipline on bank loans, credit history and other characteristics;
- 40) co-borrower – individual or legal entity that signs bank loan (credit) agreement together with borrower, and acting under bank loan (credit) agreement as joint responsible for fulfillment of obligations to return money received and full payment of received loan (credit), including rewards and other loan payments;
- 41) interest rate - remuneration (payment) on deposits (deposit products)/ bank certificates of deposit paid by the Bank for the use of the resources of the depositor/holder of the bank certificate of deposit, expressed as a percentage, or remuneration (payment) paid by the borrower for the use of the loan (credit product), approved by the Management Board of the Bank or the authorized committee under the Management Board of the Bank within the limits of interest rates (*sub-clause is amended by decision of Board of Directors dated February 05, 2020*);
- 42) tariff – payment for different services provided to customers by Bank;
- 43) authorized body – National Bank of the Republic of Kazakhstan (hereinafter - NBRK);
- 44) loan terms - terms according to which loan was granted, including terms on amount of interest on loan, method of securing fulfillment of obligations by borrower, maturity of loan, as well as conditions aimed at reducing risk for each individual loan;
- 45) factoring – financing supplier against assignment of customer cash claims rights;
- 46) electronic banking services - services related to receipt by Bank's customer of remote access to their bank accounts in order to obtain information about amount of money in bank accounts/banking operations conducted through bank accounts/making payments and money transfers/opening or closing bank accounts and/or making other types of banking operations provided by Bank through telecommunications, satellite communications or other types of communication;
- 47) electronic digital signature (hereinafter - EDS) – unique character set

Rules of General terms of operations

formed by certificate and private key of authorized person's EDS, confirming that electronic document remains unchanged after confirming EDS, authorship of document (document is signed), consent of person who confirmed electronic document with his EDS;

- 48) eToken electronic keys (key storage) – personal authentication and secure data storage, hardware support for working with digital certificates and electronic digital signature.

Article 2. General provisions

1. These Rules are provided by Bank upon first request of customer and determine general conditions for conducting operations and internal requirements of Bank.
2. The content of these Rules is open information and can not be subject of commercial or banking secrets. This clause does not apply to conditions of particular operation, which Bank, in accordance with current legislation, falls into categories of banking and/or trade secrets, and is subject to disclosure only on grounds expressly provided for by current legislation of Republic of Kazakhstan.
3. Bank operates in accordance with legislation of the Republic of Kazakhstan, Charter and internal documents of the Bank. Bank transactions subject to licensing in accordance with the legislation of the Republic of Kazakhstan, is also performed on basis of license of authorized body to perform banking and other operations.
4. Bank performs following operations (types of activity):
 - 1) banking operations (in national and / or foreign currency):
 - accepting deposits, opening and maintaining bank accounts of individuals and legal entities;
 - opening and maintaining correspondent accounts of banks and organizations carrying out certain types of banking operations;
 - cash operations: receiving and issuing cash, including their exchange, exchange, recalculation, sorting, packaging and storage;
 - transfer operations: execution of orders of individuals and legal entities on payments and money transfers;
 - accounting operations: accounting (discount) of promissory notes and other debt obligations of individuals and legal entities;
 - banking loan operations: provision of loans in cash on terms of payment, urgency and repayment;
 - organization of exchange operations with foreign currency, including organization of exchange operations with cash foreign currency;
 - collection of banknotes, coins and valuables;
 - acceptance of payment documents for collection (except for bills of exchange);
 - opening (issuing) and confirming a letter of credit and fulfilling obligations thereunder;
 - issuance of bank guarantees providing for execution in cash;

Rules of General terms of operations

issuance of bank guarantees and other obligations for third parties providing for execution in monetary form;

- 2) transactions (transactions) not related to the above listed banking operations in national and foreign currency:

the implementation of leasing activities;

issue of own securities (except for shares);

factoring operations: the acquisition of payment claims from the buyer of goods (works, services) with the acceptance of the risk of non-payment;

forfeiting operations (forfeiting): payment of the debt obligation of the buyer of goods (works, services) by purchasing promissory notes without recourse to the seller;

trust operations: management of money, rights of claim on mortgage loans and affined precious metals in the interests and on behalf of the principal;

safe operations: services for storing securities issued in documentary form, documents and values of Customers, including the rental of safe boxes, cabinets and rooms.;

dealership;

5. In its activity, Bank inspects customers and other entities for affiliation to Bank with special relations, in accordance with requirements of the legislation of the Republic of Kazakhstan and internal documents of Bank.

Entering into a transaction entity related to Bank with special relations is performed with regard to the legislation of the Republic of Kazakhstan and may be performed upon decision of Board of Directors of Bank only, with consideration of all conditions, except for cases when standard conditions of such transactions are approved by Board of Directors of Bank, except for loans (credits).

Persons connected with the bank with special relations are prohibited:

Provision of preferential conditions defined by the legislation of the Republic of Kazakhstan;

Issuance of loans without collateral (blank loans), except for cases stipulated by the legislation of the Republic of Kazakhstan.

6. During operation, Bank complies with banking secrecy and does not provide (discloses) information related to banking secrecy, to third parties without written consent of customer, except for cases when such provision (disclosure) is directly provided for by regulative legal acts of the legislation of the Republic of Kazakhstan, conditions of concluded agreements with customer.
7. Relations between Bank and customer during banking operations are regulated by the legislation of the Republic of Kazakhstan, conditions of concluded agreements as well as internal documents of Bank.
8. When entering into business relations with the client, which arise in the process of banking activity, the bank is obliged to carry out the whole set of measures on proper inspection of clients, their representatives, including identification (identification) Beneficial owner, in order to comply with the requirements of the legislation of the Republic of Kazakhstan to counteract the legalization (laundering) of proceeds of crime and the financing of terrorism, and/or the requirements of international law/ International treaties, intergovernmental agreements, other interstate agreements or resolutions of international organizations.

Rules of General terms of operations

9. The Bank is entitled to require the customer (his representative) to submit information and documents necessary for identifying the customer (his representative), identifying the beneficial owner, as well as providing information on tax residency, type of activity and source of financing of the transactions, any documents and information necessary for the Bank to comply with the AML Law, and the requirements of the Foreign Account Tax Compliance Act (hereinafter - FATCA).

The Bank has the right to refuse to establish / terminate a business relationship with a customer if it is impossible to verify the accuracy of information about the customer (his representative) and beneficial owner, if the customer refuses to provide information and documents for proper verification of the customer, including the beneficial owner.

10. Identification of a customer, his representative, beneficiary owner consists in the Bank conducting activities to collect and validate information about the customer, its representative, beneficial owner, establishing the intended purpose of a business relationship or a one-time operation (transaction) in accordance with internal documents of the Bank.
11. Bank has the right to disclose information about a customer to the United States Revenue Service, including, in the event of a change in circumstances, as a result of which one or several signs appeared that give reason to believe that the customer is a person / resident of the United States (green card holder) in accordance with FATCA requirements.
12. The Bank has the right to refuse to conduct or terminate any transaction of the customer, terminate and / or terminate the business relationship, if such refusal, termination or termination is carried out by the Bank in accordance with the Law on AML/CFT, requirements of the current legislation of the Republic of Kazakhstan and internal regulatory documents regarding countering the legalization (laundering) of criminal proceeds and the financing of terrorism and/or FATCA and/or sanctions imposed in accordance with jurisdiction of any country or international organization (including, but not limited to, FATF, UN, OFAC), which apply to the Bank and the customer.
13. Bank is entitled to use the services of third parties to attract customers, check for compliance with the requirements of the Bank, identify customers, transfer customer documents to the Bank when fulfilling customer instructions, as well as executing agreements concluded with the customer.
14. Types, conditions and procedure for the provision of a banking operation / service are determined by the internal documents of the Bank, developed in accordance with the laws of the Republic of Kazakhstan and approved by the relevant body of the Bank, unless otherwise provided by legislative acts of the Republic of Kazakhstan. The conditions for operations by the Bank for various types of banking operations are set out in contracts concluded with customers.
15. These Rules become effective upon expiration of 10 (ten) working days from the date of approval by the Board of Directors of the Bank. The Bank has the right to unilaterally make changes and additions to these Rules, which are posted on the corporate website and operational halls of the Bank. Such changes and additions become effective upon expiration of 10 (ten) working days from the date of first posting on the Bank's corporate website, except for the changes and additions indicated in clause 16 of this article. Date of posting changes and additions is reflected in the text of the message on the corporate website. In case of discrepancies between the text in the state, English and Russian languages of these Rules, the text in Russian shall prevail.

Consideration of the issue of providing individual conditions / tariffs / rates is

Rules of General terms of operations

carried out by the Bank independently and is a right, but not an obligation of the Bank.

16. Changes and additions to these Rules regarding tariffs for banking and other transactions using payment cards come into force no later than 15 (fifteen) calendar days from the date of first posting on the Bank's corporate website.

Article 3. Opening, management and closing of current and saving customers' accounts

1. Bank opens and manages following banking accounts:
 - Individual and corporate accounts;
 - Saving individual and corporate accounts;
 - Individual accounts, mean of access to which is payment card;
 - Correspondent accounts of banks and organizations, that perform different types of banking operations.Customers accounts may be opened in national and foreign currencies, without limits, unless otherwise is provided by relevant agreement and/or legislation of the Republic of Kazakhstan.
2. Banking accounts are opened for individuals that over 14 (fourteen) years old, where individuals under age 14 (fourteen) to 18 (eighteen) perform transactions on banking accounts with written consent of legal representatives. Individuals under age 14 (fourteen) to 18 (eighteen) are independently responsible for transactions performed by them and for damage caused by their actions.
3. Procedure of opening, management and closing of customers banking accounts is established by internal documents of Bank.
4. When opening banking account on agreement of banking deposit/account customer (his/her authorized person) provides Bank with all required documents according to list of documents, set for Bank within legislation of the Republic of Kazakhstan. Customer (his/her authorized person) must provide Bank with requested documents and keep them updated. Responsibility for authenticity of provided information and documents is assigned to customer.
5. Opening of banking account in favor of third party is allowed on a basis of properly drawn power of attorney.

A power of attorney is not required for a representative of a legal entity authorized to open bank accounts in accordance with the legislation of the Republic of Kazakhstan or the constituent documents of such legal entity, as well as an individual authorized to open bank accounts in accordance with the legislation of the Republic of Kazakhstan (parents or other legal representatives).
6. The Bank has the right to refuse to open accounts to customers on the grounds provided for by the legislation of the Republic of Kazakhstan and the internal documents of the Bank.
7. Bank account is opened for a customer after the Bank takes due diligence measures for the customer, their representatives and beneficial owners for the list of organizations and individuals involved in the financing of terrorism and extremism under the Law on AMLFT and other requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank.
8. To open bank account, an application is signed to join the standard form of a bank account/deposit agreement, which is posted on the Bank's corporate website. Prior to the signing of the application for accessing, the customer (is authorized representative) is first familiar with the standard terms and conditions

Rules of General terms of operations

of the bank account/deposit agreement. A bank account/deposit agreement is considered to be concluded from the moment the Bank accepts an application signed by the customer for access to the agreement and the Bank makes a note of its acceptance. Opening of a deposit by legal entities is made on the basis of a bank deposit agreement.

9. In accordance with the requirements of the legislation of the Republic of Kazakhstan, the Bank notifies the state revenue bodies of the opening of the Bank and closing of Bank accounts to the taxpayer not later than one working day following the day of opening of the Bank account – legal entity, including a non-resident, its business units, a natural person, consisting on registration accounting as individual entrepreneur, private notary, private bailiff, lawyer, professional mediator, a foreigner and a stateless person, except for Bank accounts intended for the storage of pension assets of the single accumulation pension Fund and voluntary accumulation pension funds, assets of the State Fund of social insurance of the assets that serve as collateral of the issuance of bonds of special financial companies, and assets of the investment Fund, savings accounts of legal entities-non-residents, foreigners and stateless persons, correspondent accounts of foreign correspondent banks, Bank accounts intended for receiving benefits and social payments paid from the state budget and the State social insurance Fund, current accounts intended for crediting money on the terms of the notary Deposit, as well as escrow accounts, indicating the identification number by means of transmission through the information and communication network, providing guaranteed message delivery.

If it is impossible to notify on opening and closing of the specified accounts by means of such electronic communication channels because of technical problems, the notification is sent on paper to tax authority in the location (residence) of the taxpayer within three working days.

10. Acceptance of electronic applications for Deposit placement of customers-legal entities with the use of EDS is carried out by the Bank on the basis of Bank Deposit agreements concluded with such customers in accordance with the established standard forms.
11. When opening a Bank account for a customer-individual, the Bank establishes the tax residence of the customer-individual on the basis of the information provided by the customer-individual (his/her authorized representative).
12. The Bank may open an escrow account for legal entities or individuals engaged in entrepreneurial activities without forming a legal entity, which is intended for depositing money on them until the fulfillment of a certain obligation on account of which the money is placed, in accordance with the terms of the standard form of the agreement approved by the authorized body of the Bank.
13. The Bank is a member of the mandatory Deposit guarantee system of individuals, according to the current legislation of the Republic of Kazakhstan, and conducts Deposit operations with individuals in accordance with the requirements of the mandatory Deposit guarantee system.
14. The objects of compulsory Deposit guarantee are the Bank's obligations to return in case of its compulsory liquidation of deposits of individuals in tenge and foreign currency held in Bank accounts and certified by Bank account agreements and (or) Bank Deposit and (or) Deposit documents in accordance with the legislation of the Republic of Kazakhstan.
15. Depositor-an individual has the right to receive a guarantee compensation for the Deposit in the amount and in the manner prescribed by the legislation of the Republic of Kazakhstan.

Rules of General terms of operations

16. The interest rates are differentiated depending on the type and term of the Deposit. Terms of Deposit storage, interest rate, AERR, conditions and possibility of receiving additional contributions, conditions of partial withdrawals and early termination are stipulated by the terms of the Bank Deposit agreement/application for accession to the agreement.
17. When calculating interest on deposits, 30 (thirty) days in a month and 360 (three hundred sixty) days in a year are taken into account, unless otherwise provided by the terms of the Bank Deposit agreement.
18. The Board of Directors of the Bank shall approve the maximum amounts, terms and interest rates on deposits accepted by the Bank (Annex 1 to these Rules). When approving/changing the standard interest rates on attracted deposits of individuals, the Management Board or the authorized Committee under the Management Board shall be guided by the rates not exceeding the maximum interest rates on Bank deposits of individuals established by JSC "Kazakhstan Deposit guarantee Fund".
19. The Bank has the right to unilaterally revise the interest rates on deposits upon prolongation of the Deposit term.
20. The Bank shall notify the customers of changes in interest rates, tariffs, Bank account/Deposit agreements in the new edition on the grounds and within the terms stipulated by the current legislation of the Republic of Kazakhstan and internal documents of the Bank by posting information on the information stands of the Bank's branch, as well as on the corporate website of the Bank. The customer independently learns about all the changes by contacting the Bank or by reading on the corporate website. The Bank shall not be liable for the customer's lack of awareness of the changes.
21. Payment of accrued interest on deposits is made according to the terms of the Bank Deposit agreement/application for accession to the agreement: at the beginning of the term/daily/monthly/quarterly/at the end of the term, with capitalization and without capitalization, to the Bank account, depending on the conditions of the type of Deposit.
22. Payment of accrued interest on deposits is made with withholding of income tax at the source of payment in the amount and in cases stipulated by the current legislation of the Republic of Kazakhstan. At the same time, if the customer applies, the Bank shall provide him with the relevant certificate of income tax withheld at the source of payment for his further settlements with the tax authorities.
23. In case of early termination/partial withdrawal of the term Deposit/closure of the account at the initiative of the depositor, the remuneration is accrued and paid on the terms and conditions provided for in the Bank Deposit agreement/application for accession to the agreement.
24. If the depositor applies for individual conditions/tariffs/rates, the matter shall be submitted to the authorized Committee of the Board of the Bank or the authorized person of the Bank (provided that they have the appropriate authority).
25. If the Deposit is not claimed by the depositor-individual at the end of the term of its placement, the Bank Deposit agreement shall be extended for the same period and on the same conditions, unless otherwise provided by the terms of the Bank Deposit agreement / application on accession to the Treaty. In case of prolongation of the Deposit, the remuneration is charged at the rate effective on the day of prolongation for this type of Deposit, unless otherwise provided by the terms of the Bank Deposit agreement / application for accession to the

Rules of General terms of operations

agreement.

The number of prolongations of the Deposit shall be determined by the terms and conditions of the respective banking products approved by the authorized body of the Bank, unless otherwise provided by the terms and conditions of the Bank Deposit agreement / application for accession to the agreement.

26. If the Deposit is excluded from the product line, the Bank stops opening new accounts and prolongation of existing Bank Deposit agreements for this type of Deposit. Accrual of interest on existing deposits is carried out before the end of the current Deposit term at the rate established by the Bank on the date of opening/prolongation of the Deposit in accordance with the terms of the Bank Deposit agreement. After the end of the current term of Deposit placement, the fee is not charged, and the amount of the Deposit with accrued fees is transferred to the depositor's Bank account opened in the Bank.
27. The Bank shall not open a Bank account for the customer in the cases established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
28. The prohibition on opening Bank accounts specified by the legislation of the Republic of Kazakhstan does not apply to opening a Bank account to the customer-physical person, intended for transfer of benefits, social payments paid from the state budget and (or) the State social insurance Fund, or pensions paid from the state budget and ((or) single accumulative pension Fund and (or) voluntary accumulation pension Fund, a Bank account under the agreement on educational accumulative Deposit.
29. Customers, included to list of authorized body¹, in order to ensure its life, as well as the life of his family members living together with him, who do not have independent sources of income, the Bank has the right to carry out operations with money or other property:
 - 1) received in the form of wages in the amount not exceeding the subsistence minimum established for the relevant financial year by the law of the Republic of Kazakhstan on the Republican budget, within a calendar month on the basis of each family member;
 - 2) received in the form of pensions, scholarships, benefits, other social benefits in accordance with the legislation of the Republic of Kazakhstan, and also to make payment of taxes, other obligatory payments the budget, penalties and fines.

Opening bank accounts for customers specified in this clause is governed by legislation on AMLFT.

30. Closing of the Bank account is made upon the customer's request within the terms established by the Bank account/Deposit agreement, as well as in accordance with the legislation of the Republic of Kazakhstan.

Article 4. Credit operations

1. Crediting is carried out by the Bank on a commercial basis under the conditions of controllability and manageability of risks, urgency, repayment, payment, security and target use in accordance with the Credit and Pledge policies of the Bank. The main areas of lending are based on an assessment of the economic

¹ The state body that conducts financial monitoring and takes other measures to counter the legalization (laundering) of criminally obtained incomes and the financing of terrorism in accordance with the Law on AMLFT;

Rules of General terms of operations

and social situation in the Republic of Kazakhstan and its dynamics, the state of the credit market, the level of banking competition and the capabilities of the Bank itself.

2. The Bank issues loans (credits) as part of its own general and special lending programs, as well as the corresponding state and other external lending programs in which it participates.
3. In order to manage liquidity risk, the issuance of a loan by the Bank should be made subject to the availability of free credit resources and provided that the loan is repayable, which can be secured by a pledge, guarantee, surety and other means provided for by the legislation of the Republic of Kazakhstan or the contract.
4. The bank provides customers with various types of loans: target loans for a specific project, mortgage loans, mortgage housing loans, consumer loans and others. At the same time, the distribution of credit resources is carried out taking into account the factors determining the conditions for attracting resources by the Bank.
5. In terms of loans the Bank issues the following loans:
 - 1) short-term loans – disbursement term is up to one year;
 - 2) long-term loans – disbursement term is over one year.
6. The deadlines for lending by the Bank are set on the basis of the purpose of the loan and the payback period of the project.
7. Limit amounts, terms and rates of interest on loans granted are defined in Appendix 2 to these Rules.
8. In order to minimize credit risk, the loan is issued if there are secondary sources of loan repayment - collateral sufficient to repay the principal and interest, except as required by the Bank's internal documents and in accordance with the Bank's Collateral Policy, unless otherwise provided by the Bank's internal documents, also guarantees and sureties of legal entities and individuals. A co-borrower (an individual or a legal entity) may act as a joint responsible for the fulfillment of obligations of the borrower to the Bank.
9. Issuance of loans (guarantees, letters of credit) should be made in strict accordance with the requirements of the current legislation of the Republic of Kazakhstan and internal documents of the Bank.
10. The relationship between the Bank and the borrower is built on a contractual basis.
11. The Bank provides loans by providing money in accordance with the requirements of the Bank's internal documents:
 - 1) legal entities - state enterprises, economic partnerships (all types of partnerships, joint-stock companies), production cooperatives, farms, non-profit organizations and institutions that are both residents and non-residents of the Republic of Kazakhstan, except for persons registered in offshore zones, a list of which established by an authorized state body;
 - 2) individuals - residents and non-residents of the Republic of Kazakhstan, individual entrepreneurs.
12. Loan disbursement shall be performed only after:
 - 1) making a positive decision by the authorized body of the Bank (including on the basis of the scoring system);

Rules of General terms of operations

- 2) receiving from the borrower all the necessary documentation, conducting all necessary inspections (including relatedness to the Bank by special relations) and eliminating all comments, receiving sufficient security, its proper execution and state registration in the prescribed manner (except for cases stipulated by the internal documents of the Bank).
13. The loan is issued only by bank transfer, at a time, or stage by stage, within the terms specified in the bank loan agreement / credit line agreement.
14. When accruing remuneration of Bank for using loan, 30 (days) in month and 360 (three hundred sixty) days are taken for calculation, unless otherwise is provided herein.
15. Repayment of the principal and remuneration is usually made on a monthly basis, in accordance with the approved repayment schedules, which are an integral part of bank loan agreements (except for the cases stipulated by the internal documents of the Bank). Repayment of principal and interest may be made:
 - 1) by annuity schedule (by equal monthly payments);
 - 2) by differential schedule (monthly repayment of debt by equal parts, and remuneration – depending on balance of principal debt in previous month);
 - 3) other mean upon agreement between customer and Bank, negotiated in banking loan agreement.
16. The commission on guarantees and letters of credit is repaid on a lump-sum basis on the day the guarantee and the letter of credit are provided, or on a regular basis (monthly, quarterly, according to schedule and other conditions), in accordance with the approved payment schedules, which are an integral part of the contracts (except Bank) or the terms of the contract.
17. Repayment of the loan to the Bank may be made by the borrower / co-borrower / guarantor or third parties in cash and cashless form. In case of late payment, and / or in other cases stipulated by relevant agreements, the Bank is entitled, without additional consent, to debit funds from any accounts of the borrower / co-borrower / guarantor, to obtain satisfaction from the value of the pledged property, both in extrajudicial and judicial proceedings accordance with the terms of the relevant agreement, as well as the pledge agreement and other collateral agreements and the current legislation of the Republic of Kazakhstan.
18. Interest rates (including AERR) are established in the Bank loan agreements by the decision of the authorized body of the Bank depending on the currency, amount and term of the loan, the quality of collateral, credit history of the customer, the level of rates on the credit market, the size of the refinancing rate of the NBK, risk factors on the loan, acceptable rate of return on credit products and other factors in accordance with the terms of lending, within the amounts approved by the Board of Directors of the Bank on the maximum amounts and terms of loans, as well as on the limits of interest rates on loans within the limits established in the relevant annexes to these Rules.
19. Size of AERR is calculated in accordance with regulative requirements of NBRK.
20. In case of partial early repayment of a loan, a compulsory recalculation of the size of AERR is made with reflection in the repayment schedule of the bank loan agreement and in the instruction sheet for the individual borrower, which are valid from the moment they are signed between the Bank and the borrower (co-borrower). In addition, the conclusion of an additional agreement to the bank loan agreement is not required.

Rules of General terms of operations

21. On loans to individuals, including mortgages, mortgage loans, fixed annual rate of remuneration, by agreement of the parties, can be changed:
On the floating rate of remuneration during the term of the contract;
In the direction of increase at the expiry of its term, defined by the contract, but not earlier than three years from the date of conclusion of the Bank loan agreement/agreement.
Each subsequent change to increase the fixed rate of remuneration is possible by agreement of the parties upon expiry of the fixed rate, but not earlier than three years from the date of the previous change of the fixed rate of remuneration. The fixed rate of remuneration is not subject to change unilaterally, except in cases of its change in the direction of reduction or temporary change in the direction of reduction of the Bank, committed in accordance with the law on banks. Under a temporary change in the rate of remuneration in the direction of reduction is the reduction of the rate of remuneration by the Bank for a certain period, after which the interest rate is set at a rate not exceeding the rate Prior to the temporary change.
22. The bank is not entitled to charge a penalty/commission or other types of penalties for early repayment of loans within 14 (fourteen) calendar days from the date of receipt of the loan and after the expiry of:
Six months from the date of receipt of the loan, issued for a period of up to one year;
One year from the date of receipt of the loan issued for a period of more than one year.
23. Individual who has received a loan that is not connected with the implementation of entrepreneurial activity, for the purchase of goods, works and services, is entitled within 14 (fourteen) calendar days from the date of conclusion of the Bank loan agreement/Agreement, To repay the loan with payment of the remuneration accrued by the bank from the date of granting the loan, without payment of the penalty and other types of penalties for repayment of the loan, unless otherwise provided by the terms of the bank loan agreement.

Article 5. Requirements to collateral accepted by bank

1. As collateral for the issuance of a loan (guarantees, surety), the bank accepts movable and immovable property, including property that enters into ownership or economic management in the future, as well as security in the form of guarantees, Guarantees of legal and natural persons.
2. The following general requirements apply to property (to property law) offered as collateral (pledge):
 - 1) The collateral must comply with the requirements of normative legal acts of the Republic of Kazakhstan, requirements of relevant internal documents of the Bank;
 - 2) The pledger must have the appropriate rights for the collateral in accordance with the norms of the Civil Code of the Republic of Kazakhstan, confirmed by the originals of the legal and technical documents transferred to the Bank for Collateral for the validity of the pledge Agreement;

Rules of General terms of operations

- 3) The collateral shall be free from encumbrances and/or rights of third parties (except for projects on refinancing of customers' debts and/or cases when the presence of encumbrances and/or rights of third parties is allowed by the bank);
 - 4) The subject of collateral must possess high liquidity, provided by sufficient price stability and the current market conditions;
 - 5) The bank must be able to control the existence and safety of the collateral for the duration of the pledge agreement. Real Estate (except premises in multi-storey houses) is accepted as a pledge under condition of proper registration of the right to a land plot according to the current legislation of the Republic of Kazakhstan;
 - 6) The borrower/pledger is obliged to carry out in favor of the bank property insurance, transferred to the bank as collateral for performance of obligations on the bank loan against risks, in accordance with the decision of the authorized body of the Bank and internal Bank's documents, unless otherwise provided by the terms of the Bank loan agreement/decision of the authorized body of the bank;
 - 7) Mandatory availability of documents in accordance with the list of documents required for consideration of applications for loans, issuance of guarantees and letters of credit, and the requirements for their registration (hereinafter referred to as the list) necessary for the conduct of legal examination, determination of the value of collateral and registration of the right of pledge to the property.
3. Within retail (mortgage) crediting programs, programs of crediting of small, medium and corporate business, collateral types, defined by the bank's pledge policy and other internal documents of the bank, are accepted as collateral.
 4. Real estate collateral is regulated by the Law of the Republic of Kazakhstan on real estate mortgage, Civil Code of the Republic of Kazakhstan and is formalized by corresponding contract.
 5. The pledge agreement shall be registered with the authorized bodies in cases stipulated by the legislation of the Republic of Kazakhstan.
 6. The cost of collateral must be confirmed by a document proving the market value of collateral, usually an evaluation report of an independent organization having the relevant certificate.
 7. For the obligations of one borrower can be simultaneously provided several forms of ensuring repayment of the loan and payment of remuneration.

Article 6. Cash operations

1. In order to perform operations on cash servicing of the bank's customers and processing of cash, the receipts, expense, receipts, cash registers, evening cash desks, as well as ATMs are established.
2. The receipts, expense, receipts and expense cash desks carry out reception/delivery of cash to/from the bank's cashier (-s) during one operational day.
3. Cash acceptance is made on the announcement of cash contribution and receipt orders, valid during one bank's operational day.
4. Cash withdrawal from customers accounts is performed by checks and cash receipt orders.
5. The bank shall issue the cheque book to the customer on the customer's

Rules of General terms of operations

application, in the form established by the bank, signed by the authorized representatives of the customer in accordance with the document with samples of signatures.

6. The customer shall duly issue the cheque in accordance with the requirements of normative legal acts of the Republic of Kazakhstan.
7. For improper use of cheques, transfer of cheque book or individual blank checks to another person, loss or theft, as well as for abuse on the part of persons authorized by the customer to sign cheques, the responsibility is borne by the customer.
8. In case of loss, theft of cheque book/cheques, changes in the composition of persons authorized to sign cheques, the customer shall promptly, but in any case not later than three working days, notify the bank in writing. The bank is not responsible for the payment of duly issued cheques from the lost/stolen cheque book, if it has not been promptly notified of the loss/abduction.
9. Corrections are not allowed in receipt and expense cash documents.
10. The cheque for receipt of money is valid for 10 (ten) calendar days, calculated from the day following the day of its discharge.
11. During the operating day the customer has the right to receive cash on two or more cheques within the balance on his current account.
12. In case of insufficient money on the corresponding customer's account the cheque is returned to the customer.
13. Within the framework of the program of monitoring and studying of customers' operations for the purposes of counteraction to money laundering and financing of terrorism, the Bank has the right to refuse to carry out the cash withdrawal operation in case the customer does not specify Details of cost targets when using the expense item "Miscellaneous expenses".

The bank has the right to request additional information and documents proving the source of money.

14. Issuance of cash foreign currency from the accounts of residents, as well as cash foreign and national currency from accounts of non-residents is made in compliance with the currency legislation of the Republic of Kazakhstan.
15. Cash withdrawal is carried out only in the presence of documents certifying the identity of the recipient (identity card of a citizen of the Republic of Kazakhstan, passport of a citizen of the Republic of Kazakhstan, residence permit of a foreign citizen Republic of Kazakhstan, certificates of stateless person, passport of foreign citizen and, if necessary, appropriate power of attorney).
16. Customers' statements about the shortage, identification of non-payment, doubtful banknotes or coins shall not be satisfied if the recalculation was made not in a specially allocated place outside the premises of the bank.
17. For the information of customers, near cash desks, in a conspicuous place the corresponding announcement about a procedure of recalculation of the money by customers is placed.

Article 7. Transfer operations with foreign cash currency

1. Bank performs operations of purchase, sale and exchange of foreign cash currency based on license of authorized body.
2. Bank, during exchange operations is regulated by requirements of currency legislation of the Republic of Kazakhstan, other regulative legal acts of the

Rules of General terms of operations

Republic of Kazakhstan and internal documents of Bank.

3. Purchase and sale of cash foreign currency is performed only in exchange points, located inside Bank premises.
4. Exchange points of Bank perform cash operations of purchase, sale and exchange of foreign cash currency directly in accordance with established rates of purchase, sale by types of currency, specified in written order of rate setting.
5. Rate of purchase and sale of foreign currency is set based on written order of authorized entity of Bank and may be changed during Bank operational day. It is allowed to set different rates in different exchange points of Bank.
6. Types of foreign currencies during exchange operations are set by internal documents of Bank.
7. When purchasing, selling, recalculating and exchange of foreign currency cash, employees of exchange points check authenticity of currency by special technical means for identification of bank notes.
8. Bank recognizes currency improper for circulation according to legislation of the Republic of Kazakhstan, which regulates procedure of operations with foreign currency cash.
9. The main features of legal tender include the presence on the banknote of the name of the issuing bank, the number and series, face value in numbers and words, the main pattern of the front and back side, as well as anti-counterfeiting elements (watermark, magnetic marks, colored fibers embedded in the paper, including ultraviolet visible confetti, security threads, microtext, luminescent patterns and other anti-counterfeiting elements). The issuing country of the currency may establish other or additional requirements for issued banknotes.
10. The determination of the validity or unsuitability of banknotes is carried out in accordance with the legislation of the Republic of Kazakhstan. The bank does not provide services to customers in exchanging old foreign banknotes for new banknotes.
11. In the event of a breakdown of a special technical means for determining the authenticity of banknotes, power outages and failure in the banking software of the Exchange Operations module, the exchange office of the Bank stops conducting exchange operations.

Article 8. Transfer operations

1. Payments and money transfers can be made by legal entities and individuals, both using bank accounts and without opening a bank account, in the manner prescribed by the current legislation of the Republic of Kazakhstan and the internal documents of the Bank. Payments and money transfers in national currency, which are made between residents and non-residents or between non-residents, as well as all payments and money transfers in foreign currency, are made in accordance with the requirements established by the currency legislation of the Republic of Kazakhstan.
2. Legal entities are entitled to make without opening a bank account only payments and (or) transfers on taxes and payments to the budget, as well as on voluntary pension contributions and social contributions.

Rules of General terms of operations

3. The Bank makes payments and transfers according to the client's instructions only within the balance of money in the client's bank account, taking into account the amount of remuneration to the Bank for conducting transactions and in accordance with the terms of the agreement, internal documents of the Bank and regulatory acts of the Republic of Kazakhstan. The Bank does not make transfers abroad to accounts opened for an anonymous owner.
4. Payments and money transfers can be made by the client, either by contacting the Bank in person or via the remote access system.
5. When performing payments and account transfers by customers, Bank as agent of currency control, performs statutory procedure of currency control in accordance with currency legislation of the Republic of Kazakhstan.
6. Bank provides services of cash express transfers between individuals without opening banking account on cash transfer systems, with which Bank has concluded cooperation agreements and has technical program software means , used for fulfilment of cash express transfer services.
7. Customer has the right to perform payments with current or future value date, perform cancellation of earlier provided payment documents to Bank prior to moment of their fulfilment by Bank. Calculation and other operations on banking accounts of customer are performed within operational day selected by Bank.
8. Bank has the right to reject in performance, as well as to postpone operations with cash in accordance with requirements of AMLFT Law, in case if customer refuses to provide confirming documents, which specifies details of operation and other documents, required for servicing.
9. The Bank is actively working to prevent incidents involving the Bank in criminal acts and money laundering schemes, including, without limitation, legalization of proceeds from crime, financing of terrorism, fraud, corruption, and so on. The Bank's standards of work are aimed at preserving and protecting the Bank's reputation, as well as ensuring that customers' faith in the integrity of the Bank is not undermined. In this regard, the Bank, at its discretion, establishes certain requirements for the Bank's customers and transactions / transactions / payments / money transfers made by the Bank's customers, which may change from time to time. If such payments / money transfers do not meet the requirements of the Bank, the Bank is entitled to refuse acceptance of the customer's payment document and / or require the provision of any additional information necessary for analyzing the specified payment / transfer. If such information is not submitted within the time limits specified by the Bank, the Bank is entitled to return the money received in favor of the client or refuse to accept the payment document.
10. The transfer of money without opening a bank account may be refused in the following cases: finding a client or his/her partner (Sender/recipient of money) in the list of organizations and persons related to the financing of terrorism and extremism of the Committee on Financial monitoring of the Ministry of Finance of RK and in the list of organizations and individuals in respect of which there is information about their involvement in extremist activity or terrorism Rosfinmonitoring; If the implementation of the transaction, including using correspondent accounts of the bank opened in banks of foreign countries, is prohibited by the restrictions established by the legislation of the RK, the legislation of such foreign states, acts International organizations (including the United Nations), international sanctions, decisions of courts and other competent authorities of foreign States, or if the participant/beneficiary of the transaction is a person included in List of persons for whom international sanctions or

Rules of General terms of operations

sanctions of foreign states have been applied.

11. International payments and money transfers are carried out by the bank in the forms, methods and in the manner applicable in international banking practice and not contradicting the legislation of the Republic of Kazakhstan.
12. The bank has the right to refuse execution of the client's order, if such an order and documents provided on it contradict the requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank, and not to execute the client's instructions Customer's debt for payment of the bank's services for payments and transfers.

Article 9. Operations with payment cards

1. Bank issues cards for individuals.
2. Current accounts, the means of access to which are payment cards, at the choice of the client, can be opened both in national currency of the Republic of Kazakhstan, and foreign currency. The types of currencies available to the customer's choice are set by the terms of the tariff plans. Replenishment of current accounts can be made both in cash and cashless.
3. The client uses payment cards in order to make payments for the purchase of goods and services, as well as to receive cash, currency exchange and other transactions defined by the Bank and on its terms, and not contradicting the existing Legislation of the Republic of Kazakhstan.
4. Currency transactions on the accounts of clients, conducted with the use of payment cards, are carried out in accordance with the requirements established by the currency legislation of the Republic of Kazakhstan.
5. The bank has the right to refuse the client to conduct the operation if there is sufficient suspicion that the payment card and/or account are used for the purpose of committing fraudulent transactions, legalization (laundering) of money received by criminal means and/or Financing of terrorist activities.

Article 10. Provision of electronic banking services

1. Bank provides electronic services to customer during procedures of identification when received remote access to review own accounts and performance of non-cash operations in procedure and on conditions, set by relevant agreement, internal documents of Bank and legislation of Republic of Kazakhstan.
2. Electronic banking services are provided by the bank remotely in ways that do not contradict the existing legislation of the Republic of Kazakhstan.
3. The provision of electronic banking services to individuals is carried out remotely via electronic communication channels using a mobile or WEB-application of the remote Access system "Tengri + " (hereinafter – System).
4. A prerequisite for obtaining a full range of electronic banking services is the presence of a client-a physical person mobile phone or other device that allows you to receive and transfer SMS messages connected to the network Mobile operator, and if you have access to the Internet.

Rules of General terms of operations

5. Sending of SMS-messages, carried out at the bank's initiative, is made at the bank's expense without deduction of commissions from the client. For sending SMS-messages within the SMS-informing service, as well as in other cases of SMS-messages, made on the initiative of the client, the bank shall be charged in accordance with the Bank's tariffs.
6. Provision of information and transactional banking services to clients – legal entities is carried out subject to the conclusion of the relevant contract for the provision of electronic services and if the client has a registration certificate (Certificate) issued by the certifying Centre.
7. Transfer of money between bank accounts (replenishment of bank accounts) is carried out by the Bank upon receipt of the instruction from the client by means of non-acceptance of the amount specified in the client's indication, from the current account used and its crediting to another bank Account specified by the customer.
8. The client fills in electronic documents in accordance with the current legislation of the Republic of Kazakhstan, and all liability, including possible damages for improper registration of electronic documents, is vested in the client.
9. In case of necessity of payment or transfer of money the client provides sufficient amount of money on the corresponding current account for payment or transfer of money and payment of commission fee for services of the Bank in accordance with Current tariffs of the bank.
10. The confidentiality of client information in the remote access system is ensured by: role model access; Strict authentication; Using cryptographic data protection (encryption of communication channel, use of EDS).
11. Security measures taken by the bank in the process of electronic customer service:
 - 1) Reliable identification of the client and his right to receive the appropriate electronic banking services;
 - 2) Identification of distortions and/or changes in electronic documents, on the basis of which electronic banking services are provided to the client;
 - 3) Providing protection against unauthorized access to information constituting bank secrecy and ensuring the integrity of this information.
12. The bank may refuse to conduct electronic documents, in cases provided by the current legislation of the Republic of Kazakhstan and/or in other cases provided for in the agreement, and/or the relevant bank account agreements and/or other Contracts that govern the relationship between the bank and the client on a specific bank account of the client.
13. If there is a requirement to the client, on the part of authorized bodies/persons of the Republic of Kazakhstan, and also in accordance with the requirements of the Law on the podium, the bank has the right to refuse to perform operations or suspend transactions (electronic payment Services and information banking services) and to limit the functionality of electronic banking services in alternative channels of the bank.

Article 11. Information on guaranteed level of continuity of service provision to customers

1. In order to ensure the uninterrupted provision of banking services, the bank develops and applies the provisions of the bank's internal documents determining the provision of continuity activities of the bank, recovery plan, the procedure for its revision and testing.

Rules of General terms of operations

2. In case of failure (downtime) in the operation of the information system, the Bank ensures the restoration of the main data center. If the main center is not able to be restored during the minimum period of recovery, the information system will be transferred to the backup datacenter. The standard time standard for the transfer of the information system to the reserve center is no more than four hours from the moment of failure (downtime).
3. The bank suspends or terminates the provision of electronic banking services to the client in the following cases:
 - 1) customer's violations of the order and conditions of electronic banking services provided by the Agreement;
 - 2) malfunctions of technical means providing electronic banking services;
 - 3) upon other grounds, provided for by legislation of the Republic of Kazakhstan.
4. In the event of suspension or termination of banking services for the above reasons, the bank notifies the client in the manner and terms established by the Agreement or internal documents of the bank.
5. In case of elimination of the reasons, which resulted in suspension of the client's right to receive electronic banking services, the bank resumes providing banking services to the client with subsequent notification in writing or in electronic form, including by Placement of relevant information on the bank's corporate website or the client's remote access systems.

Article 12. Securities issue

1. The issue of the bank's own securities is carried out with the purpose of attracting long-term funding and is made by issuing and placing the following types of securities, but not limited to this list and in accordance with the legislation Republic of Kazakhstan:
 - 1) bonds, including Eurobonds, issue of which is performed in national and/or foreign currency;
 - 2) deposit certificates;
 - 3) derivative securities.

(clause is amended by decision of Board of Directors dated February 05, 2020).
2. The order of placement of securities is established by the NBRK, separate requirements can be set by the organizer of tenders, in case of placement of securities on the organized exchange market.
3. Limited amounts, terms and values of interest rates on banking deposit certificates shall be approved by Board of Directors of the Bank and are provided by annex 1 hereof *(clause is amended by decision of Board of Directors dated February 05, 2020).*
4. Nominal value of banking deposit certificate is denominated in national currency *(clause is amended by decision of Board of Directors dated February 05, 2020).*
5. Conditions related to the issuance / circulation of bank certificates of deposit, including the calculation of interest on bank certificates of deposit, is carried out in accordance with the Bank's internal document regulating the issuance of bank certificates of deposit and the contract of sale and purchase of bank certificates of deposit. The Bank's internal document regulating the issue of a bank certificate of deposit may be provided to the holder for review upon

Rules of General terms of operations

his/her written request (*clause is amended by decision of Board of Directors dated February 05, 2020*).

Article 13. Safe deposit operations

1. Safe operations include services to provide customers (individuals and legal entities-residents and non-residents of the Republic of Kazakhstan, as well as stateless persons) to rent an individual safe (cell) for the placement of values in it, as well as Use of individual safes for intermediary services in payments for real estate transactions, under the conditions stipulated by the relevant contracts and internal documents of the bank.
2. Safe operations are rendered by the bank on the basis of the concluded contract.
3. The bank does not inventory the valuables placed in the client's safe.
4. Safes (cells) are placed in specially equipped storages.
5. The objects of accommodation can be only valuables acceptable for placing in a safe (cell). Prohibited for placement in individual safes (cells) of the bank:
 - 1) Firearms (including gas, traumatic, smooth-bore, rifled, tubeless weapon) and/or cold steel arms;
 - 2) Explosive, highly flammable substances;
 - 3) Narcotic substances, psychotropic substances and chemicals;
 - 4) Substances causing damage to the safe (dampness, rust, etc.)
 - 5) radioactive, toxic and other poisonous substances that have negative effect on human body and environment;
 - 6) other property prohibited in the territory of the Republic of Kazakhstan.
6. The client confidentially controls the contents of the safe (cell): invests / withdraws valuables, i.e., performs transactions with valuables without the participation of the Bank.
7. Bank ensures safety of safe deposit, being unfamiliar with name, quantity, quality (and other) property of customer, kept in safe (cell).
8. Commission remuneration for safe keeping depends on size and term of safe(cell) rent and is charged in accordance with tariffs of Bank for provided services.
9. If customer is in the list of organizations and entities related to financing of terrorism and extremism of Committee of financial monitoring of Ministry of finance of the Republic of Kazakhstan as well as presence of high risk of legalization (laundering) of proceeds obtained by criminal means and identified within inspection of customer, Bank rejects to perform safe operations to customer and access to customer safe deposit.

Article 14. Encashment services

1. Encashment service performs delivery of cash/jewelries from customer to Bank and from Bank to customer cash desk, as well as customer onboarding with cash/jewelries on conditions, established by relevant agreements, concluded between Bank and customer. Encashment services are provided by Bank for legal entities in accordance with tariffs, provided for by Annex 3 to these Rules.

Article 15. General conditions of other operations

1. Except for operations, mentioned above, Bank in accordance with licenses,

Rules of General terms of operations

legislation of the Republic of Kazakhstan and internal documents of Bank has the right to perform following operations:

- 1) opening and management of correspondent accounts of banks and organizations, performing different types of banking operations;
 - 2) acceptance to encashment of payment documents (except for bills);
 - 3) opening (submission) and confirmation of letter of credit and fulfilment of liabilities on it;
 - 4) issuing banking guarantees, provided for by fulfilment in cash;
 - 5) issuing banking sureties and other liabilities for third parties, provided for by fulfilment in cash;
2. For opening of correspondent accounts respondent provides Bank pack of documents, provided for by legislation of the Republic of Kazakhstan and internal documents of Bank.
 3. Opening and management of correspondent accounts is performed on a basis of Correspondent account agreement concluded between the Bank and the Customer.
 4. If necessary, Bank sends notification on opening of correspondent account to relevant bodies in terms, set by the legislation of the Republic of Kazakhstan.
 5. Bank provides services for issuance of import, advising of export and servicing of export and import of irrevocable letters of credit.
 6. Advising and issue of letters of credit in national and foreign currencies.
 7. Bank performs operations on letters of credit in accordance with Rules of International trade chamber, legislation of the Republic of Kazakhstan and basis of concluded of Agreement of letter of credit servicing.
 8. For services on letter of credit servicing, Bank charges customer commission according to tariffs of Bank.
 9. Letters of credit is divided as follows:
 - 1) import letters of credit;
 - 2) export letters of credit.
 10. Letters of credit are divided by level of security by money coverage:
 - 1) covered letters of credit;
 - 2) uncovered letters of credit.
 11. Bank provides following types of banking operations on guarantees:
 - 1) issue of guarantees – Bank accepting liabilities upon customer surety (principal) on conditions, specified in guarantee liability;
 - 2) guarantee confirmation – acceptance of solidary liability by Bank upon surety of bank, which issued guarantee;
 - 3) guarantee advising – transferring guarantee to beneficiary received from bank, that services counter agent (principal);
 - 4) changing guarantee conditions – changing amounts, terms, conditions of liabilities upon guarantee;
 - 5) payments on guarantee – Bank performing payments at own expense in favor of beneficiary on a basis of his/her request or application of principal, with following repayment of debtor debt by principal;
 - 6) Cancellation (withdrawal) of guarantee – expiry of Bank liabilities on

Rules of General terms of operations

issued guarantee due to expiry of specified term, conditions coming into legal force, specified in guarantee text in accordance with legislation of the Republic of Kazakhstan.

12. Bank performs operations on following types of guarantees:
 - 1) tender guarantees;
 - 2) liability fulfillment guarantee;
 - 3) guarantees of advance payment return.
13. Guarantees are provided in favor of residents and non-residents of the Republic of Kazakhstan in national and/or foreign currency.
14. In order to receive guarantees, customer provides pack of documents, approved by internal documents of Bank.
15. Exact conditions of Bank performing operations, specified in this article are established by internal documents of Bank as well as in exact agreements concluded with customers.

Article 16. Tariffs and rates on banking operations

1. For banking service provision, the Bank charges commission and fees from the customer in accordance with tariffs and rates of the Bank which established by the Bank and approved by the relevant authorized body of the Bank.

At the same time, the Bank takes into account amendments in the current market conditions for each banking service/ operation (banking product), the state and risks of the national financial market and/ or economic situation in the Republic of Kazakhstan.

2. According to requirements of the Law on banks, the limits for rates and tariffs on banking services are approved by the decision of the Board of Directors of the Bank and established by Annex 3 to these Rules.
3. Following tariffs/interest rates may be applied to Bank customers:
 - 1) basic tariffs/standard interest rates;
 - 2) individual tariffs/ individual interest rates.
 - 3) Standard/individual interest rates and basic / individual tariffs for banking operations / services (not exceeding maximum values of rates and tariffs for banking operations) are approved by Management Board of Bank or by authorized committee under Management Board.

The standard interest rates and basic tariffs approved by the Management Board/ the authorized committee under the Management Board are standard and apply to persons related to the Bank with special relations (including affiliated persons of the Bank).

4. The Bank has the right to provide individual conditions/ tariffs/ rates for banking services within the limits approved by the Board of Directors, for some customers/ group of customers/ segment of customers on the basis of decision of the Management Board of the Bank / authorized committee under the Management Board of the Bank / authorized persons (subject to the provision of appropriate powers).
5. Individual conditions/ rates/ tariffs on banking services for persons related to the Bank with special relations are approved by the decision of the Board of directors of the Bank within the limits of rates and tariffs established by these Rules, taking into account the restrictions and requirements of the banking

Rules of General terms of operations

legislation of the Republic of Kazakhstan.

6. Current information on the limit values of rates and tariffs for banking services/ banking operations, as well as on standard interest rates, annual effective rate of return and base rates on banking operations with details about the dates of approval and the latest amendments made in them, numbers of internal documents and agency approve them, are published on the Bank's corporate website, as well as premises of branches (in a place accessible for inspection and review).
7. Cost of services for conducting banking operations held by the Bank in accordance with legislation of the Republic of Kazakhstan and paid by the customer on the day of the operation.
8. The Bank indicates the interest rates on deposits and loans in authentic, annual, effective terms (AETR), in the manner prescribed by the authorized body, in agreements concluded with customers, as well as the dissemination of information on interest rates for banking services.

Article 17. Time limits for consideration of applications and decision making on the banking services provision

1. Deadlines for application review and decision on the provision of banking services for each type of banking services (submission of the application, if necessary) are set by the Bank itself within the framework of legislative requirements of the Republic of Kazakhstan and reflected in the Annex 4 to these Rules.

Article 18. Procedure of consideration of the customer applications arising within banking services provision

1. Customer's applications received during the process of banking service provision are considered by the Bank in the manner and term established by the Law of the Republic of Kazakhstan "On the procedure of consideration of applications from individuals and legal entities" (hereinafter – the Law on the procedure of application consideration) and internal documents of the Bank. Refusal to accept customer applications is not allowed.
2. The main purpose of application consideration including requests and complaints from customers is to meet the needs of the customer in banking services, their operational and quality provision, as well as the elimination of violations and their consequences which were the basis for applying to the Bank.
3. The Bank ensures objective, comprehensive and timely consideration of customers' applications, informs applicants about the results of consideration of their applications and measures taken within the terms established in accordance with the internal documents of the Bank and the legislation of the Republic of Kazakhstan.
4. The Bank works with the following customer applications:
 - 1) written applications received on purpose, by mail, by e-mail, the Bank's corporate website, via remote access system, e-money, via social media, as well as reflected in the book of comments and suggestions;
 - 2) oral applications received by phone and direct visit bank customers.
5. Reception and registration of applications submitted orally, by phone or by e-mail to the Contact center of the Bank (the unified reference service of the Bank)

Rules of General terms of operations

is carried out in accordance with the internal documents of the Bank.

6. Authorized persons of the Bank's head office and branches is carried out personal reception of individuals and representatives of legal entities at least once a month according to the schedule of reception approved by the CEO, director of the branch (in the branch). The schedule of reception of citizens is placed on the corporate website of the Bank, as well as on the information stands of the Bank branch.

If the call cannot be resolved by the authorized person of the Bank during the reception, it is presented by the customer in written form and is working with it as a written appeal.

7. Applications received by the Bank orally (by telephone or personal visit to the office of the bank by the customer), are considered immediately and if possible, the answer to the customer's oral application is given immediately. If oral application cannot be resolved immediately, it is presented by the application in written form and is working with it as a written application. The customer is informed of the necessary procedures for the response and the timing of the consideration of such application. Applications received via the Bank's corporate website, as well as via telephone shall be registered in the manner prescribed by the internal documents of the Bank. Recording telephone conversations with the customer is done with his/her consent in the notice about it in the beginning of the conversation.
8. Written customers' applications are registered in the registration log of written applications containing requisites in accordance with internal documents of the Bank.
9. The customer is issued with the document confirming the acceptance of his/her written request on hard copy, or a corresponding mark is made on the copy of the application.
10. The Bank when considering application in case of lack of information provided by requesting additional documents and information from the customer.
11. A written response to the customer on the results of application is given in the official language or the language of the appeal and contains a reasonable and reasoned arguments on each as set out by the customer's request, a claim petition, recommendation or other issue with reference to the legislation of the Republic Kazakhstan, the Bank's internal documents, agreements with relevant to the subject, as well as the factual circumstances of the matter with an explanation of his rights to appeal the decision. In the case of the validity and legitimacy of the customer, the Bank decides to eliminate the violation and the restoration of the rights and legitimate interests of the client.
12. The response to a written application is signed by the employee of the head office/ branch of the Bank, an authorized person of the Bank to sign such applications.
13. Anonymous applications are not subject to consideration, except in cases provided by the Law on the procedure for consideration of applications, the criteria for consideration of which are provided by the internal documents of the Bank.
14. Terms of application consideration:
 - 1) the application of an individual and(or) legal entity for consideration of which it is not required to obtain information from other entities, officials or onsite checking, is considered during 15 (fifteen) calendar days from the date of receipt to the Bank, official;

Rules of General terms of operations

- 2) the application of an individual and(or) legal entity for consideration of which it is required to obtain information from other entities, officials or onsite checking, is considered during 30 (thirty) calendar days from the date of receipt to the Bank, official.

In cases where additional examination or verification is required, the period of consideration shall be extended by not more than 30 (thirty) calendar days, as responded to the applicant within three calendar days from the date of extension of the consideration term.

15. Transfer the customer response to written complaints received by mail, or on purpose, is made by registered mail with the notice to the address indicated in the customer's address, or by delivery by hand by hand with the customer turnout in the bank, which is a note in the log written applications.

Article 19. Customer service procedure.

1. Procedure for consideration of applications for banking services in each type of banking operations is regulated in the internal regulations of the Bank.
2. When the customer contact to the Bank in order to obtain banking services, the Bank's employee in a mandatory manner (prior to the signing of customer agreements and contracts) and on the first request of the customer provides him/her with these Rules for review.
3. In providing banking services, the Bank:
 - 1) before the conclusion of an agreement for banking services provides to the customer:
 - information about the rates and tariffs, terms of decision-making on an application for banking services (application if necessary);
 - information on the conditions of banking services and the list of documents required to conclude an agreement on banking services;
 - information on responsibility and possible risks of the customer in case of failure to fulfill obligations under the agreement on banking services;
 - consultations on issues arising from the customer;
 - on request - a copy of the template of the agreement on banking services;
 - 2) in the term established by the Rules considers the application for banking services (application if necessary);
 - 3) before signing the agreement for banking services gives the customer the necessary time to become familiar with its terms;
 - 4) informs the customer on his/her right to appeal when disputes arise upon receiving banking service to the bank, the banking ombudsman (on mortgage loans, mortgage housing loans) to the authorized body or the court. With this view, the customer is provided with information about the location, mail, e-mail and Internet - resources of the Bank, the banking ombudsman and the authorized body;
 - 5) the customer provides written consent to the collection, processing and distribution of information by the Bank on personal data in the form established by the Bank when requested for banking operations.
 - 6) ensure the confidentiality of information provided by the customer.
4. Providing bank loans and work with insolvent customers:
 - 1) the Bank before conclusion of the loan agreement provides the customer

Rules of General terms of operations

orally the following information on bank loans:

term of the bank loan;

limiting the amount and currency of the bank loan;

type of interest rate: fixed or variable, the procedure for calculating if the interest rate is floating;

interest rate per annum and its size in authentic, annual, effective, comparable basis (real value) on the customer's application date;

an exhaustive list, and the size of commissions, tariffs and other costs associated with obtaining and servicing (repayment of) bank loan, in favor of the Bank;

responsibility and risks of the customer in case of non-fulfillment of obligations under the Bank loan agreement;

responsibility of mortgagor, guarantor, surety or other person who is a party to the loan security agreement.

- 2) the Bank within three working days from the date of the decision on the loan notifies the customer orally or at the request of the customer in written form about the issuance or refusal to issue a loan indicating the reasons for the refusal of the loan;
- 3) the bank loan agreement contains mandatory conditions established by the legislative acts of the Republic of Kazakhstan for bank loan agreements;
- 4) during the service of the bank loan agreement, the Bank on request from the borrower or pledger (in compliance with the requirements for disclosure of bank secrecy, stipulated by the Law on Banks) within three working days from the date of receipt of the request gives him/her a written information (about):
 - the amount of money paid by the Bank;
 - the amount of overdue amount (if any);
 - remaining debt;
 - the size and timing of the next payment;
 - credit limit (if any);
- 5) according to the customer's request, the Bank provides in a period not exceeding three working days, free of charge no more than once a month, the information in written form about the distribution of incoming customer's money (the borrower) to repay the debt on the bank loan agreement;
- 6) according to the customer's application for partial or full early repayment of the money provided to the Bank under the Bank loan agreement, the Bank free of charge shall inform the customer in written form within the period of not more than three working days the amount due for repayment;
- 7) if the bank loan agreement provides, the Bank shall periodically provide the customer with the information provided for in the subparagraph 4) of this article, in the manner provided for in the bank loan agreement;
- 8) at the request of the customer after full repayment of the loan debt, the Bank without charge shall submit a written statement on the absence of debt within 15 (fifteen) calendar days from the date of application receipt;
- 9) information provided for in subparagraphs 4)-8) of this article shall be provided with an indication of the principal debt, interest, commission,

Rules of General terms of operations

penalty and other types of penalties, as well as other payable amounts;

- 10) if there is a delay in the performance of the obligation under the bank loan agreement but not later than 30 (thirty) calendar days from the date of its occurrence, the Bank notifies the customer, in the manner provided for in the bank loan agreement, on the need to make payments under the bank loan agreement and the consequences of the customer's failure to fulfill its obligations. To notify the Borrower, the Bank may engage a legal entity that is a commercial organization included in the register of collection agencies (collection agency);
- 11) notification on debt collection under bank loan agreement contains brief information for customer about debt amount under the bank loan agreement (indicating the amount of the principal debt, interest, commission, penalty and other amounts payable);
- 12) if the requirements arising from the notification specified in subparagraph 9) of this article are not satisfied, the Bank shall apply to the client measures provided by article 36 of the Law on banks;
- 13) if the loan agreement provides for the right of the Bank to transfer to a third party rights (claim) on the bank loan agreement (claim assignment agreement), the Bank:

prior to conclude the claim assignment agreement, the Borrower (or his/her authorized representative) shall be notified on the possibility of transfer of rights (claim) to the third party, as well as on the processing of the Borrower's personal data in connection with such assignment in the manner provided for in the bank loan agreement or not contrary to the legislation of the Republic of Kazakhstan;

notifies the Borrower (or his/her authorized representative) on the transfer of the right (claim) to the third in the manner provided for in the bank loan agreement or not contrary to the legislation of the Republic of Kazakhstan within thirty calendar days from the date of conclusion of the claim assignment agreement indicating the purpose of further payments to repay the Bank loan to the third party (the name and location of the person to whom the right (claim) under the bank loan agreement has been transferred), full volume of transferred rights (claims), as well as the balances of overdue and current amounts of principal, interest, commissions, penalty (fines) and other amounts payable.

5. The Bank before the conclusion of a bank deposit agreement provides the customer orally with the following information on bank deposits:
 - 1) type of deposit (call, urgent, saving, conditional);
 - 2) term of the deposit (if any);
 - 3) the minimum amount of deposit;
 - 4) interest rates, including annual effective rate of return on the customer's application date;
 - 5) conditions for interest payment;
 - 6) the possibility of replenishment;
 - 7) condition of full or partial early withdrawal of deposit or full premature withdrawal of deposit;
 - 8) established by the legislative acts of the Republic of Kazakhstan size of the guaranteed compensation on guaranteed bank deposits;

Rules of General terms of operations

- 9) terms of the fine for full or partial withdrawal of the deposit (if any).
6. In case of amendments in interest rates in the direction of its reduction, with the extension of bank deposit under the terms of the bank deposit agreement without concluding additional agreement, the Bank will notify the customer about decreasing the size of the interest rate method provided for in the contract of bank deposit, before the expiry of the term of the bank deposit.

Article 20. Rights and obligations of the Bank and its customers and their liability

1. The Bank and its customers have rights, perform duties and bear responsibility in accordance with the current legislation of the Republic of Kazakhstan and agreements concluded between the Bank and the customer.
2. The Bank complies with the requirements for counteraction to legalization (laundering) of proceeds from crime and financing of terrorism and has rights to impose certain requirements, prohibitions and restrictions on the operations carried out by customers as provided for in the legislation of the Republic of Kazakhstan and internal documents of the Bank.
3. When carrying out currency transactions by the customers, the Bank, as an agent of currency control, carries out the mandatory procedure of currency control in accordance with the legislation of the Republic of Kazakhstan. When carrying out the operation, the customer is obliged to provide the Bank with documents related to the currency transaction. In case of violation of the legislation of the Republic of Kazakhstan by customer, the Bank is obliged to notify the currency control authority.
4. The customer is obliged to pay all commissions, fees for services or other agreed amounts payable to the Bank according to conditions of the concluded agreement between the customer and the Bank.
5. The customer is obliged to notify the Bank about any amendments in phone number, e-mail address and other information contained in the documents submitted to the Bank, amendments in name including legal organizational form, reregistration, information about BIN with the provision of original documents confirming such amendments within five working days after the occurrence of such amendments according to the legislation of the Republic of Kazakhstan, except for other cases and terms established by the agreement and legislation of the Republic of Kazakhstan.
6. The customer has the right to receive all necessary information on the amount of money held in his Bank accounts and transactions made on them, as well as information related to the performance of his obligations in the manner provided for in the agreement and legislation of the Republic of Kazakhstan.
7. The Bank has the right to require, and the customer is obliged to provide the documents necessary to open current/saving account, to conclude other agreements for the provision of banking services, as well as to provide other banking services, as well as to provide other information necessary to carry out operations on current/ saving account or carry out other banking operations in the manner provided for in the agreement and legislation of the Republic of Kazakhstan.
8. The Bank has the right to exact payments payable to the Bank for services or other agreed amounts according to conditions of the concluded agreement between the customer and the Bank by non-acceptance write-off and/or direct debiting money from the customer's Bank accounts, as well as mistakenly credited to the account(s), money in national and/or foreign currency regardless of account currency) in the manner provided for in the agreement and legislation

Rules of General terms of operations

of the Republic of Kazakhstan.

9. In case of non-performance and/or improper performance by the Bank or the customer its/his/her obligations under the agreement concluded between them, the Bank or the customer shall be liable in accordance with the conditions of relevant agreements.
10. The Bank and customers are obliged to comply with the conditions of the agreement, to perform the duties assigned to them by the terms of the agreement. The agreements may provide for other conditions depending on the type of product and services provided by the Bank, excluding or limiting the liability of the parties (force majeure, lack of fault, improper actions of the opposite party of the agreement and others).
11. The Bank has the right to refuse to accept and execute instruction (order) of the customer in respect of payment/transfer of the customer made through a foreign Bank in case of risk of refusal by the foreign Bank to carry out such payment/transfer or freeze (block) of the customer's money. The customer bears the risk of freezing (blocking) money when initiating a payment/transfer through a foreign Bank or inability to fulfill obligations by the Bank as a result of the refusal of a foreign Bank to make payments and transfers in favor of the Banks or the customer. The Bank shall not be liable in case of actions, decisions (provisions, orders and others), sanctions applied by international organizations, foreign countries and/or non-state bodies and organizations, as a result of which the Bank will be unable to fulfill its obligations to the customer in respect of payments/transfers from the customer or in favor of the customers.
12. Bank guarantees the secrecy of transactions and deposits of its depositors, customers and correspondents. Banking secrecy includes information on the existence, ownership and numbers of bank accounts of depositors, customers and correspondent banks, on the balance and movement of money on these accounts and the accounts of the Bank, the Bank's operations (excluding the general banking operations conditions), as well as information on the existence, ownership, nature and value of the property of the customers located in safe boxes, cabinets and premises of the Bank and shall bear responsibility established by the legislation for their disclosure.
13. The Bank is not responsible for inappropriate/incomplete transfer and other documents filled by the customer execution of which occurred late or incorrect debiting of the customer's money and delay processing of documents beyond prescribed deadlines.
14. The Bank has the right not to execute customer's instructions and/or terminates all agreements with the customer, if there is a possibility that during execution of the customer's instruction, the Bank will be involved in suspicious operations connecting with fraudulent activities, legalization of proceeds from crime, financing of terrorism, arms and ammunition trading and other suspicious operations, which may be determined by the legislation of the Republic of Kazakhstan, international acts, and legislation of the country in the territory of which any of the participants of such operations is located or temporarily located.
15. The Bank complies with the requirements of the legislation on counteraction to legalization (laundering) of proceeds from crime and financing of terrorism, and has the right to impose certain requirements, prohibitions and restrictions provided by law:
 - refuse to establish business relations with the customer for cases provided by the law on AML/ CFT;

Rules of General terms of operations

- without prior notification to suspend the customer's operations on the account and refuse to execute the customer's orders on operations on the account for cases provided by the law on AML/ CFT;
16. The Bank has the right without prior notification of the customer to withdraw from an agreement acting unilaterally and out of court, to close the account, thereby terminating the maintenance and servicing of the account if the customer is subject to any sanctions or restrictions imposed by foreign/international/national organizations including but not limited FATF, OFAC, UN, if the Bank has suspicious (and the Bank should not justify and prove his suspicions) that the customer is involved in terrorist activities and/or activity on legalization (laundering) of proceeds from crime and/or carries out any other activities that results or may lead to criminal prosecution of the customer, and/or appearance of other conditions which, in the Bank's opinion, may have any negative consequences for the Bank. Upon the occurrence of these events, all obligations of the customer to the Bank shall be subject to immediate execution. Upon the occurrence of these events, all obligations of the customer to the Bank shall be subject to immediate execution. In this case, the Bank will not be liable for any losses of the customer caused by delay or suspension of execution of the customer's instructions. The Bank shall notify the customer of such withdrawal from the agreement and closure of the account.
 17. The Bank has the right not to enter into business relations with the customer, not to execute the customer's instructions, and also to terminate all agreements with the customer in case of detection of the customer, his/her representative, beneficial owner in the list of persons related to financing of terrorism and extremism, and also if there is a possibility that upon entering into a business relationship or execution of the client's order, the Bank will be involved in suspicious operations connecting with fraudulent activities, legalization of proceeds from crime, financing of terrorism, arms and ammunition trading and other suspicious operations, which may be determined by the legislation of the Republic of Kazakhstan, international acts, and legislation of the country in the territory of which any of the participants of such operations is located or temporarily located.
 18. The Bank has the right to set a full limit on the customer's cash withdrawal operations in ATMs /POS-terminals in cases provided by the law on AML/ CFT.
 19. The Bank has the right to establish measures to strengthen control and monitoring of cash withdrawal operations, to reduce the risk of illegal cash withdrawal by customers.
 20. The Bank has the right to implement one or more of the following measures by the decision of the authorized body of the Bank when recognizing the customer as a high-risk:
 - mandatorily: to set limits on non-recurrent cash withdrawal;
 - to set an individual tariff for banking services (if it is necessary to establish tariffs exceeding the limits of tariffs established by these Rules, the issue shall be submitted for approval by the Board of Directors of the Bank);
 - provide for applications for cash withdrawals within three working days;
 - refuse further provision of new banking services to the customer (if allowed by their nature);
 - make a decision to terminate business relations with such customers;

Rules of General terms of operations

make decisions to restrict the use of the Bank's services (products) by such customers that increase risk of money laundering and/or financing terrorism including blocking payment cards and suspending the provision of remote banking services;

other actions upon decision of authorized body.

21. The Bank has the right to request additional information and documents within the framework of the law on AML/ CFT, conduct a survey in order to conduct adequate verification of customers including operations.
22. The Bank has other rights provide for by legislation of the Republic of Kazakhstan.

Article 21. Final clauses

1. The Bank has the right on a unilateral basis make amendments and additions to these Rules. Any amendments and additions to these Rules are approved by the Board of Directors of the Bank according to the procedure established by the internal documents of the Bank.
2. If certain standards of these Rules come into conflict with legislation of the Republic of Kazakhstan and/or Bank's charter, they become invalid and the relevant standards of the legislation of the Republic of Kazakhstan are applied. The invalidity of certain standards of these Rules shall not affect the validity of other standards and Rules in general.
3. Issues not regulated by these Rules shall be resolved in accordance with the internal documents of the Bank, the legislation of the Republic of Kazakhstan, as well as generally accepted standards of professional activity in the financial market.