



**BRILLINK BANK CORPORATION LIMITED**

**ACCOUNTS AND RELATED SERVICES  
TERMS AND CONDITIONS**

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**YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.**

## **PART 1**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 Definitions and interpretation**

1.1.1 Terms and expressions appearing in these Terms and Conditions, unless the context otherwise requires, have the following meanings:

“**Accounts**” means any accounts described under Parts 2 and 3 in the name of the Customer and “**Account**” means any one of such accounts.

“**Additional Terms**” has the meaning defined in Clause 1.5.1.

“**AIFC**” means the Astana International Financial Centre, Kazakhstan.

“**Applicable Regulations**” means law, regulation or order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by regulatory authority, government agency, exchange or professional body applicable from time to time, which include, but not limited to, the Acting Law of AIFC which is based on the Constitution of the Republic of Kazakhstan and consists of: 1) the Constitutional Statute; and 2) AIFC Acts, which are not inconsistent with the Constitutional Statute and which may be based on the principles, legislation and precedents of the law of England and Wales and the standards of leading global financial centres, adopted by the AIFC Bodies in the exercise of the powers given by the Constitutional Statute; and 3) the Acting Law of the Republic of Kazakhstan, which applies in part to matters not governed by the Constitutional Statute and AIFC Acts.

“**Authorized Person**” means any person authorized by the Customer and approved by the Bank to operate an Account and to act on the Customer’s behalf to give Instructions to the Bank, and to perform any other acts for and on behalf of the Customer under the agreement for the Services between the Bank and the Customer.

“**Bank**” means Brillink Bank Corporation Limited and its successor and assign and where the context permits, includes any person appointed by the Bank as its nominee or agent to perform the Services on its behalf.

“**Bank Business Day**” means a day on which the Bank is open to the general public for business in AIFC and, where the context permits, also means, in respect of each type of Services, the business hours prescribed by the Bank from time to time when instructions from Customers may be given to and accepted by the Bank.

“**Bank’s Group**” means the Bank, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and “**member of the Bank’s Group**” has the same meaning.

“**Customer**” means the person or, as the case may be, each person in whose name an Account is opened and includes any personal representative or lawful successor of such person and, where the context permits, includes any Authorized Person.

**“Electronic Banking Services”** means electronic banking services provided by the Bank which enables the Customer or an Authorized Person to obtain information from the Bank or give Instruction to the Bank through electronic equipment, which include online banking services provided by the Bank through internet site established, operated and/or maintained by or on behalf of the Bank (**“Online Banking Services”**), banking services provided by the Bank through mobile or communication device via mobile banking app (**“Mobile Banking”**) and such other electronic banking services provided by the Bank from time to time.

**“Exchange Rate”** means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer.

**“Instructions”** means any instructions in relation to the Accounts or Services given by a Customer through such means as may be accepted by the Bank from time to time.

**“Service”** means any services, products and credit facilities of any type or nature from time to time offered by the Bank under or in connection with the Accounts subject to these Terms and Conditions.

**“These Terms and Conditions”** means these terms and conditions, including all Appendices, as may be amended from time to time.

**“Transaction”** means a transaction effected by the Bank pursuant to or as a result of an Instruction.

1.1.2 Unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (b) reference to Part, Clause or Appendix means the part of or the clause of or the appendix to these Terms and Conditions; and
- (c) references to these Terms and Conditions or any other agreement or document shall be construed as references to the same as amended, varied or supplemented from time to time.

1.1.3 Headings shall be ignored in the interpretation of these Terms and Conditions and all the Appendices form integral parts of these Terms and Conditions.

1.1.4 Where the Bank has any right to make any determination or to exercise discretion as regards any matter under these Terms and Conditions, such right or discretion may be exercised by the Bank in such manner as the Bank shall solely decide.

## **1.2 Scope of Services**

1.2.1 All Instructions, Transactions and Services are subject to these Terms and Conditions and any Applicable Regulations. Use by the Customer of any Services, privileges or benefits offered by the Bank subject to any Applicable Regulations shall constitute acceptance by the Customer of such provisions of these Terms and Conditions and other terms and conditions (if any) which may be reasonably specified by the Bank

which are applicable to such Services, privileges or benefits, and the Customer shall be bound by them.

- 1.2.2 The Customer may request the Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give Instructions or the Bank shall provide Services).
- 1.2.3 In connection with the operation, maintenance and closing of any Account, the Customer shall complete, sign and be bound by the terms of such forms or documents and shall provide the Bank with such other information or documents as the Bank may reasonably require.
- 1.2.4 The Bank may specify and vary from time to time the scope and extent of any of the Services. The Bank shall give notice of any variation according to regulatory requirements.
- 1.2.5 The Bank shall be entitled to act in accordance with its regular business practice and procedure and will only provide Services or accept Instructions insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instruction or to refuse to provide any Services or act on any Instruction if there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking business and but without liability for any acts or omissions on the part of the operator or manager of any such organization or system.
- 1.2.6 The Customer should read and understand these Terms and Conditions prior to using any Services or effecting any Transactions pursuant to these Terms and Conditions.
- 1.2.7 Making available any marketing materials or any market or product information to the Customer shall not, by itself, constitute solicitation of the sale or recommendation of any product.

### **1.3 Classification of Bank customers**

- 1.3.1 In accordance with the "AIFC Conduct of Business Rules", ("the Rules"), the Bank is required to classify customers and counterparties into one of three regulatory categories: Retail Clients, Professional Clients or Market Counterparties. The classification given by the Bank to customers will, unless otherwise agreed between the Bank and its customers, determine the regulatory protection customers are entitled to as well as the regulatory requirements that apply to the Bank when it provides services to its customers. The Bank considers the relationship to be between Brillink Bank Corporation Limited and its customers, and not any underlying customers of the Bank's customers.
- 1.3.2 Based on information available to the Bank, the Bank will be treating its customers as a "Professional Client" in respect of banking business as defined in the Rules, as a result of the customers satisfy the of the following categories:
  - (a) the customer has net assets of at least USD 100,000; and
  - (b) either:
    - (i) the Bank assesses the customers, on reasonable grounds, to have sufficient experience and understanding of relevant Financial Products, Financial Services, Transactions and any associated risks; or

- (ii) the customers work or have worked in the previous two years in an Authorised Firm or any other authorised or regulated financial institution, including a bank, securities firm or insurance company, in a position that requires knowledge of the type of Financial Products, Financial Services or Transactions envisaged.

#### **1.4 Instructions**

- 1.4.1 Apart from giving Instructions in writing, the Bank may specify from time to time other means or medium through which the Customer may give Instructions to the Bank and any terms and conditions (including any risk disclosure statements) governing use of such means or medium for giving Instructions.
- 1.4.2 In providing Electronic Banking Services, the Bank may require use of user name, password and/or security code and use of any of them is evidence that the Instruction is authorized by the Customer or an Authorized Person.
- 1.4.3 Where the Account is in the name of more than one Customer, use of any electronic means or medium to give Instructions by any Customer shall be bind on all other Customers in all respects notwithstanding that such other Customers have not specifically elected or agreed to use such means or medium for giving Instructions.
- 1.4.4 Where the Customer uses any means or medium for giving Instructions which does not require the Instructions to be signed, Instructions given in that manner by any one of the Customer(s) or any one of the Authorized Person(s) shall be binding on the Customer in all respects notwithstanding any other account operating or signing arrangement specified by the Customer to the Bank.
- 1.4.5 Any Instruction, once given, may only be rescinded or withdrawn with the consent of the Bank (which may be given subject to such conditions specified by the Bank). All Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. Other than (where applicable) verifying the latest specimen signatures and signing arrangement specified by the Customer to the Bank, or any applicable personal identification code or number, the Bank shall be under no duty to verify the identity or authority of the person giving any Instruction or the authenticity of such Instruction.
- 1.4.6 Where these Terms and Conditions require or contemplate Instructions to be given by the Customer, the Bank is authorized to act on the Instructions given by the Authorized Person(s). Any Transaction effected pursuant to or as a result of an Instruction shall be binding on the Customer in all respects.
- 1.4.7 The Bank shall be entitled to prescribe, from time to time, the addresses, telephone number or other communication details through which Instructions must be given.
- 1.4.8 Any Instructions, to be effective, must be given to the Bank by using and quoting any personal identification code or number or other information or details as the Bank may reasonably require, and must be accepted by the Bank by such means as the Bank may prescribe.
- 1.4.9 The Customer shall on demand indemnify the Bank from any losses, claims, actions, proceedings, demands, damages, costs, and expenses (including all reasonable legal



costs and expenses properly incurred) and any other liabilities howsoever arising in consequence of the Bank in good faith acting upon or in reliance on the authenticity of any Instruction given to the Bank.

- 1.4.10 The Customer accepts that the Bank may (but shall not be obliged to) record Instructions given over the telephone and other telephone calls and other oral instructions. All such recordings shall remain the property of the Bank and shall be conclusive evidence of the Instructions given and shall be binding on the Customer. The Customer hereby agrees to such recording.
- 1.4.11 The Bank may set retention periods for Customer and other documents after which originals may be destroyed. Microfilm or other imaged copies may be taken and retained in place of the original documents and such imaged versions shall be regarded as of equivalent authenticity and effect as the originals.
- 1.3.12 All Instructions given outside of business hours on weekdays, Saturday, Sundays or public holidays, will be treated as being given on the next Bank Business Day.

## **1.5 Account operating authority**

- 1.5.1 When the Customer applies for a Service, the Customer must give the Bank account operating authority details for all the Authorized Persons and for joint Accounts, the method of operation (either, any one accountholder to give Instructions or all accountholders to give Instructions jointly or in such other manner as the Bank accept). If no method of operation is specified, any one accountholder may operate the joint Account.
- 1.5.2 The Bank act on the account operating authority until the Customer varies (by removing or adding Authorized Persons) or cancel it. If the Customer wants to vary the account operating authority by changing either the Authorized Persons or the method of operation, or cancel the account operating authority, the Customer must give instructions in writing to the Bank. On receipt of the instructions, the Bank will vary or cancel the account operating authority. The variation or cancellation becomes effective within 7 Bank Business Days after the Bank accepts the Customer's instruction or such other time as the Bank may from time to time notify the Customer. The Bank will continue to act on the current account operating authority until the variation or cancellation becomes effective.
- 1.5.3 The Bank will rely on any Instructions given by an Authorized Person in accordance with the account operating authority.
- 1.5.4 If the Customer or an Authorized Person sign only using a name chop but a Service requires a handwritten signature, the Customer or as the case may be the Authorized Person must provide the Bank with a specimen of signature of the Customer or as the case may be the Authorized Person.
- 1.5.5 The Bank may act on Instruction confirmed by a name chop or signature that matches any name chop or specimen signature in the Bank's record about the Customer or an Authorized Person.
- 1.5.6 The Bank reserves the rights to split clients' own transactions and their clients' transactions. The Bank does not open client accounts for Bank's customers.

## **1.6 Deposits**

- 1.6.1 The Customer may deposit funds into an Account using any means accepted by the Bank. The Customer may be subject to the additional terms (“**Additional Terms**”) governing the use of the chosen means as specified by the Bank. The Customer will need to complete all corresponding procedures as the Bank may specify in respect of the chosen means.
- 1.6.2 The Bank has the right to do the following:
- (i) introduce, specify or vary the means through which the Customer may deposit into any Account;
  - (ii) specify, vary or withdraw any currencies accepted for deposit in respect of any specific Account;
  - (iii) accept or reject any Instruction to deposit by the Customer for any reason;
  - (iv) set a minimum deposit amount; and/or
  - (v) specify, vary or remove any other conditions in relation to the use of an Account.
- 1.6.3 Each inward remittance deposit into the Account will be subject to final payment or clearing. The Bank may not make the proceeds available for use until receipt of full and final payment has been cleared.
- 1.6.4 If the inward remittance is in a currency not supported by the Account, the Bank has the right to convert it into the currency supported by the Account at the prevailing buying exchange rate before depositing it to the Account.
- 1.6.5 The proceeds of an inward remittance may not be credited to the Account on the same day the Bank received the remittance if the Bank does not receive the actual remittance before the cut-off time as specified by the Bank.
- 1.6.6 No interest will accrue before the proceeds of any inward remittance or monetary instrument are actually credited to the Account.
- 1.6.7 The Bank may debit from any of the Customer’s Account any amount wrongly credited into an Account, unless it is the fault of the Bank or the correspondent banks.
- 1.6.8 If at its discretion, the Bank permits the Customer to draw against funds due to be transferred or credited to the Account and as a result the Account becomes overdrawn, the Customer shall forthwith on demand pay to the Bank the amount (including all charges and overdraft interest) by which the Account becomes overdrawn.

## **1.7 Withdrawals**

- 1.7.1 Sums paid from an Account (whether representing principal or interest) shall be in the currency of that Account or (at the discretion of the Bank) in such other currency equivalent accepted by the Bank at the Bank’s prevailing exchange rate.
- 1.7.2 The Customer may withdraw funds or make payment from an Account using any means accepted by the Bank. The Customer may be subject to the Additional Terms governing the use of the chosen means as specified by the Bank. The Customer will need to complete all corresponding procedures as the Bank may specify in respect of the chosen means.
- 1.7.3 The Bank has the right to do the following:

- (i) introduce, specify or vary the means through which the Customer may withdraw or make payment from any Account;
- (ii) specify, vary or withdraw any currencies accepted for withdrawal or making payment in respect of any specific Account;
- (iii) accept or reject any Instruction to withdraw or make payment made by the Customer for any reason;
- (iv) impose a limit on the amounts that may be withdrawn; and/or
- (v) specify, vary or remove any other conditions in relation to the use of an Account.

## **1.8 Fund transfer services**

- 1.8.1 Transactions involving transfer of funds between the Account and accounts of the Customer and/or third parties held within the Bank and/or with other banks can only be accepted if the necessary arrangements have been established by the Bank. Such fund transfer transactions shall wherever practicable be processed on the same day or otherwise on the next Bank Business Day at the discretion of the Bank. A funds transfer Instruction is also subject to the availability of the relevant services which may include the availability of the clearing system of the applicable currency or the location of the correspondent or beneficiary bank. **The Customer is solely responsible for ensuring correct Instructions (including transferee details) are given.** The Bank shall have no responsibility to verify any information contained in such Instructions.
- 1.8.2 The Bank shall be entitled from time to time to determine and impose any limit whether in amount, frequency of use or otherwise on the use of the fund transfer services.
- 1.8.3 If a beneficiary account is in a currency that is different from the currency of the Account, the Customer authorizes the Bank to effect currency conversion in accordance with Clause 1.9.
- 1.8.4 The Customer authorizes the Bank to instruct or engage any correspondent, agent or sub-agent on the Customer behalf to effect a funds transfer pursuant to the Customer's Instruction. The Bank will communicate to the correspondent or beneficiary bank the Customer's request to pay its charges or overseas charges. However, the correspondent or beneficiary bank may decide whether the beneficiary receives the full amount of the funds transfer. The Bank has no control and take no responsibility in that matter. The Bank will notify the Customer as soon as reasonably practicable if the Bank becomes aware that a funds transfer cannot be effected.
- 1.8.5 The Customer may give the Bank a stop payment Instruction in respect of a funds transfer Instruction by any means accepted by the Bank. The Bank may at its discretion process a stop payment Instruction using commercially reasonable efforts.

## **1.9 Foreign exchange transactions**

- 1.9.1 The Bank shall only accept Instructions for currency exchange transactions for such currencies as the Bank may determine from time to time.
- 1.9.2 The actual exchange rates for currency exchange transactions will be the Exchange Rate.
- 1.9.3 For cash settlement in currencies other than the base currency of any Account, the Customer acknowledges that there may be profits or losses arising as a result of exchange rate fluctuations which shall be entirely for the Customer's account and risk.

The Bank is not liable for any loss or damage which the Customer may suffer or incur if the Bank misquote any exchange rates.

- 1.9.4 Before carrying out a currency conversion, the Bank may require the Customer to provide information or documentation to prove that such conversion is in compliance with Applicable Regulations.

## **1.10 Authority**

- 1.10.1 All payment orders (collectively “**orders**”) drawn in the name of, or accepted by, the Customer must be signed or given by or on behalf of the Customer in strict accordance with these Terms and Conditions and other applicable authorizations, mandates or other documents in respect of such Account.
- 1.10.2 The Customer authorizes the Bank to honour all orders drawn on, and orders accepted and presented for payment against, any Account (whether or not such Account is in credit) and to comply with any other directions given regarding Accounts, and to accept and act upon any receipts for money deposited with or owing by the Bank on the Accounts, provided that such orders, directions and receipts are signed by or on behalf of the Customer or, in the good faith determination of the Bank, appear to be signed by or on behalf of the Customer.
- 1.10.3 If any order lodged with the Bank for collection or otherwise is dishonoured for any reason, the Bank shall only be obliged to notify the Customer as soon as reasonably practicable and pending Instructions, the Bank shall retain such order for the Customer. The Bank shall not be liable for any resulting damage or loss suffered by the Customer, except in the case of its own gross negligence or wilful default. The Bank shall be entitled at any time, at its discretion, to refuse to honour and comply with such orders, directions and receipts, applications, requests or Instructions by reason of the Customer’s actual or contingent liability to the Bank or notice which the Bank may have of any third party’s interest in or claim in respect of the relevant monies, securities, deeds, documents or property.
- 1.10.4 The Customer should use the same signature and signing arrangement when signing all instructions, confirmations, documentation, etc., as the specimen provided in the account opening form to the Bank. Changes to the specimen signature may be made in such method as the Bank may from time to time permit.

## **1.11 Transaction advice and Account statements**

- 1.11.1 Transactions concluded pursuant to or as a result of Instructions will be set out in the account statement covering the relevant period unless otherwise required or permitted by any Applicable Regulations.
- 1.11.2 Account statement shall be supplied to the Customer at monthly intervals unless otherwise required or permitted by any Applicable Regulations. The Bank shall be entitled to supply to the Customer consolidated statements for all the Accounts or separate statements in respect of each Account but no statement shall be supplied in circumstances where the Bank is not required by any Applicable Regulations to supply a statement.
- 1.11.3 The Customer agrees to examine each transaction advice, contract note, account statement including the consolidation statement (the “**statement of account**”) received

from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the “**Errors**”).

- 1.11.4 The Customer also agrees that the statement of account shall, as between the Bank and the Customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the Customer or, if posted, within the same period after the Bank has posted such statement of account. Subsequent rectification of any error may not be possible.

## **1.12 Value date**

- 1.12.1 The effective value date for all Account transactions will be determined by the Bank. The Bank may approve or reject any payment Instructions by reference to the actual or projected account balance as at the transaction date.

## **1.13 Payment and interests**

- 1.13.1 The Customer shall be liable for all overdrafts and/or advances arising out of or in connection with all or any of the Transactions and/or Services and shall repay the same to the Bank on demand in one lump sum together with interest thereon on a day to day basis from the date of advance to the date of actual repayment (before and after judgment) at such rate as the Bank may determine at its sole discretion from time to time, calculated on the basis of the actual number of days elapsed and payable monthly in arrears on such day of each calendar month or at such other time as the Bank may specify in accordance with its usual practice by direct debit to the Account and shall become part of the principal due to the Bank and bear interest accordingly.
- 1.13.2 Payments by the Customer shall be made to the Bank as specified by the Bank without any set-off, counterclaim or condition and free and clear of all present and future taxes, withholdings or deductions of any nature except that, if the Customer is compelled by Applicable Regulations to make such withholding, the sum payable by the Customer shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.
- 1.13.3 Payments by the Customer to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- 1.13.4 No payment to the Bank in relation to the Account pursuant to any judgment, court order or otherwise shall discharge the obligation of the Customer in respect of which it was made unless and until payment in full has been received in the currency in which it is payable and, to the extent that the amount of any such payment shall, on actual conversion into such currency at the Exchange Rate, fall short of the amount of the obligation expressed in that currency, the Customer shall be liable for the shortfall.
- 1.13.5 Interest will only accrue on funds including inward remittances which have been successfully credited for value to an Account. All deposit interest rates shall be at rates determined by the Bank from time to time at its discretion. Interest at a rate above zero

is payable by the Bank to the Customer and credited to the Account at such interval as the Bank may set. Interest at a rate below zero is payable by the Customer to the Bank and debited from the Account at such interval as the Bank may set. From the interest on the deposit paid to the depositor, income tax is withheld at the current tax rate.

- 1.13.6 Interest shall accrue daily on the balance of all interest bearing Accounts of the Customer. The basis of calculation is at the Bank's discretion. Cleared amounts bear interest from the date of receipt. Interest due shall be credited to the relevant Account at intervals determined by the Bank from time to time. If an interest bearing Account is closed during an interest period, interest will be paid up to but excluding the day of account closure.

#### **1.14 Insufficient funds**

- 1.14.1 Instruction will not be acted on if there are insufficient funds or pre-arranged credit is not available in the relevant Account of the Customer. **The Bank shall not be liable for any consequences resulting from not acting on the Instruction in such case.** The Bank, however, may at its discretion act on such Instruction notwithstanding without seeking prior approval of or giving prior notice to the Customer.
- 1.14.2 The Bank has no obligation to transfer funds from any other Account the Customer maintained with the Bank to the overdrawn Account for the purpose of effecting an Instruction.
- 1.14.3 Without prejudice to Clause 1.13.1, if the Bank places any order or enters into any transaction for the purpose of effecting an Instruction which is subsequently not effected due to insufficiency of funds, the Bank is entitled (but not obliged) at any time in its discretion to place other order(s) or enter into other transaction(s) to set-off the order so placed or transaction so entered. Any resulting loss shall be borne by the Customer but any resulting gain shall belong to the Bank. The Bank's certificate in writing as to such loss and the amount shall be binding and conclusive against the Customer except for any manifest error.

#### **1.15 Overdrawn Accounts**

- 1.15.1 An Account will be considered to be overdrawn for at least one day even if the amount overdrawn is received by the Bank the next Bank Business Day.
- 1.15.2 Overdrafts are not allowed on savings Accounts.
- 1.15.3 Overdraft interest and other charges are payable in accordance with the fees and charges from time to time prescribed by the Bank.
- 1.15.4 The Customer shall repay the Bank upon demand any overdraft on any Account and all advances, loans or other financial accommodation, together with interest and charges thereon in accordance with the fees and charges from time to time prescribed by the Bank .

#### **1.16 Dormant Accounts**

- 1.16.1 The Bank may consider an Account with a balance below a threshold set by the Bank to be dormant if no transaction is initiated by the Customer for a specified period as

the Bank may determine from time to time.

- 1.16.2 The Bank may cease to pay interest and/or impose a charge on dormant Accounts at its discretion.

### **1.17 Right to reject transactions**

- 1.17.1 Without prejudice to the generality of other provisions of these Terms and Conditions, the Bank may reject a deposit, limit the deposit amount or return deposits or reject Instruction at its discretion with or without prior notice or giving reasons. Without prejudice to the generality of the foregoing, where the Customer is a corporate Customer (whether a sole proprietorship / partnership firm / limited company), the Bank shall be entitled to suspend the operation of all or any Account and/or regard any mandate it holds as being suspended in the event of any notice of dispute within the Customer and/or between the authorized signatories of the Customer and/or the directors / shareholders / partners of the Customer.

### **1.18 Suspension and termination of Service and closure of Accounts**

- 1.18.1 The Bank reserves the right to suspend or terminate any of the Services at any time without giving any notice and reason where the Bank is required by any Applicable Regulations or otherwise has reasonable grounds for doing so.

- 1.18.2 Without prejudice to the generality of Clause 1.18.1, the Bank shall be entitled to close the Account immediately without notice to the Customer if:

- (i) there is any change of Applicable Regulations which prohibits or renders illegal the maintenance or operation of the Account;
- (ii) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions which, in the reasonable opinion of the Bank, amounts to a material default on the part of the Customer; or
- (iii) the Bank's books and records show a zero balance on the Account for a period of 12 continuous months or for such shorter period as the Bank may reasonably prescribe.

- 1.18.3 The suspension or termination of any of the Services and any withdrawal of cash or property, whether or not following such suspension or termination, shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer, prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted Instructions at its discretion.

- 1.18.4 Notwithstanding any provision herein to the contrary, the Bank reserves the right to terminate the Account with prior notice (save under exceptional circumstance when termination may be made without notice) and with or without cause.

- 1.18.5 The Customer may close an Account or terminate any Services by giving the Bank prior written notice of such period as the Bank may accept. With the Customer consent, the Bank shall be entitled to debit any remaining balance on Account and close Account.

- 1.18.6 The Bank reserves the right to charge and debit an early closing fee for accounts closed within 3 months after first being opened.

1.18.7 Notwithstanding any Account closure or the suspension or termination of all or any of the Services, the Customer and the Bank will remain bound by these Terms and Conditions.

#### **1.19 Bank charges and fees**

1.19.1 The Bank shall be entitled to prescribe, from time to time, fees and charges payable in connection with the Account subject to the Bank giving notice according to regulatory requirements, and shall be binding on the Customer if the Customer continues to maintain the Account with the Bank after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit. A list of fees and charges currently prescribed by the Bank is available on request.

1.19.2 All costs and expenses (legal or otherwise) of reasonable amount and reasonably incurred by the Bank in connection with the provision of the Services (including enforcement of any right of the Bank under these Terms and Conditions and, if applicable, any security created in favour of the Bank) shall be borne by the Customer. These costs and expenses may include any applicable taxes, duties and levies payable in respect of the Customer's assets, and any expenses for preserving or enforcing the Bank's rights in connection with any Accounts or Services.

1.19.3 The Bank shall be entitled to debit the Account all fees, charges, costs and other amounts arising from any withdrawal, transfer and/or other transactions effected or Instructions given.

#### **1.20 Collection costs**

1.20.1 The Bank may take reasonable actions to enforce these Terms & Conditions including employing lawyers and/or third party debt collection agents to collect any sums the Customer owes the Bank with advance written notice to the Customer's last known address. The Customer shall indemnify the Bank and keep the Bank fully indemnified on demand for all legal and other costs and expenses reasonably incurred. The Customer also agrees and authorizes the Bank to disclose relevant information to such persons for these purposes.

1.20.2 The Bank has the right to appoint any person as its agent to collect any or all indebtedness owed by the Customer to the Bank and the Customer shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.

#### **1.21 Rebate and commission**

1.21.1 The Bank may receive remunerations, commissions, rebates, or other payment or benefit from any third parties directly or indirectly in connection with any Accounts or Services. The Bank is entitled to retain these payments for its own account and benefit absolutely without having to make any prior disclosure to the Customer.

#### **1.22 Set-off right**

1.22.1 In addition to all other rights and remedies available to the Bank and without prejudice to any lien, guarantee, mortgage or other security (now existing or established at a later date), the Bank may at any time without prior notice, combine or consolidate all or any



of the Accounts (or any other accounts whether or not they are jointly or severally held) and set off or transfer any such amount standing to the credit of any one or more of such Accounts in or towards the satisfaction of the Customer's obligation, indebtedness and liabilities to the Bank on any Account or other account with the Bank or in any other respect, whether such liabilities be joint or several, primary or collateral and whether or not such liabilities are in the same currency and the Bank is authorized to effect (or request the effecting) any necessary transfers and currency exchanges.

### **1.23 Lien**

- 1.23.1 The Bank is authorized to exercise a lien over any or all property of the Customer which (for any reason) is in or which howsoever comes into the possession or control of the Bank. The Bank may sell such property and apply the proceeds of sale, after deduction of expenses, to satisfy any obligations, indebtedness and liabilities owned by the Customer to the Bank provided that such lien shall not (unless with the Customer's express consent in writing) apply insofar as and to the extent that the Customer's property comprises any securities constituting relevant share capital of any listed company.

### **1.24 Miscellaneous matters in relation to Accounts**

- 1.24.1 Customer identification: The Bank reserves the right (at its discretion) to request additional identification documents and/or other proof to verify the identity of the Customers.
- 1.24.2 Ultimate Beneficiary: Unless the Customer expressly notifies the Bank in writing of any other person or entity as the ultimate beneficiary of the Account, the Customer warrants to the Bank that the Customer is the principal and ultimate beneficiary of the Account and is not acting as agent or trustee of any other person or entity.
- 1.24.3 Death: Upon death of the Customer, all rights in and to the Account shall automatically pass and be vested in the Customer's personal representatives who shall be liable to the Bank for all charges, obligations and liabilities of all Accounts of the Customer. Subject to any applicable legal obligations, the Bank shall hold any credit balance on such Accounts and other assets, property and documents deposited with the Bank to the order of the Customer's personal representatives and may release the same (without any liability or obligations) in accordance with the written Instructions of any such personal representatives.
- 1.24.4 Change of personal particulars: The Customer should immediately advise the Bank of any change of address, contact telephone numbers, email addresses or other personal particulars. The Customer accepts sole responsibility for all the consequences of failing to ensure the Bank holds the Customer's up to date personal particulars.
- 1.24.5 Corporate customers: The Customer agrees and undertakes that:
- (i) if the Customer is a firm (whether sole proprietorship or partnership);
    - (a) the Customer and the proprietor/partners and persons carrying on business in the name of the firm concerned now or at any time hereafter shall be jointly and severally liable under these Terms and Conditions; and
    - (b) the Customer shall advise the Bank of any change in the constitution or membership of the firm and unless expressly released in writing, the Customer and all persons signing any Bank documents/applications as the proprietor or

partners of the Customer shall continue to be liable hereunder irrespective of any such change;

(ii) if the Customer is a limited company, the Customer has been duly incorporated at the place of its incorporation and is validly subsisting; and

(iii) all acts, conditions, things required to be done, performed and observed in order that these Terms and Conditions shall constitute the legal, valid and binding obligations of the Customer enforceable in accordance with their terms have been done, performed and observed in strict compliance with all Applicable Regulations and the applicable constitutional documents of the Customer.

1.24.6 Loss of seal / chop: If a seal or chop used for operating any Account is lost or stolen, the Customer shall immediately notify the Bank in writing. The Bank shall not be liable for any loss suffered by the Customer arising from a payment or transaction effected prior to receiving such notification.

1.24.7 Credit enquiry: The Customer agrees that the Bank may at any time conduct credit enquiries and contact other banks, financial institutions and credit agencies for the purposes of verifying the information provided by the Customer and ascertaining the Customer's financial situation.

1.24.8 References: The Customer acknowledges that from time to time, the Bank may be asked to provide references for the Customer to other financial institutions or other persons. The Customer agrees and authorizes the Bank to provide (or at its discretion decline to provide) such reference, but without any obligation or liability thereby arising.

1.24.9 Suggestions and complaints: If the Customer has any suggestion or complaint regarding the Services provided by the Bank, the Customer can call the Customer Service Hotline or such other channels as the Bank may provide. Complaints will be dealt with under the Bank's complaint handling procedures.

1.24.10 Minimum age: An Account may only be opened if the Customer has reached the age of 18 years and is capable of signing his/her name in a form acceptable to the Bank.

## **1.25 Reliability of information**

1.25.1 Information including but not limited to interest rate, exchange rate and product information quoted on internet established, operated and/or maintained by or on behalf of the Bank is for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the transaction is entered into.

## **1.26 Appointment of agent or nominee**

1.26.1 The Bank may, at its discretion, appoint any other person as its nominee or agent to perform any of the Services on its behalf or in the processing of the Customer's application and verification of the data for or in connection with the opening of the Account and may delegate any of its powers under these Terms and Conditions to such person and shall not be liable for any act, omission, negligence or default of any such person provided that the Bank has exercised such care in appointing such person as it would employ for its own business.

1.26.2 The Customer authorizes to disclose any information it has concerning the Customer,

the Account and the Services to any other person appointed by the Bank in connection with the performance of the Services or in the processing of the Customer's application and verification of the data for or in connection with the opening of the Account.

## **1.27 Collection and disclosure of Customer Information**

### **1.27.1 Definitions**

Terms used in this Clause 1.27 shall have the meanings set out in Clause 1.1.1 or the meanings set out below. Where there is any conflict between the meaning of a term set out in Clause 1.1.1 and the meaning set out below, the meaning set out below shall apply in this Clause 1.27.

**“Authorities”** includes the Astana Financial Services Authority (AFSA) and any local government or regulatory body with jurisdiction over the Bank.

**“Compliance Obligations”** means obligations of the Bank's Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the Bank's Group to verify the identity of its customers.

**“Connected Person”** means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by the Customer, or on the Customer's behalf, to any member of the Bank's Group or which is otherwise received by any member of the Bank's Group in connection with the provision of the Services. A Connected Person may include, but is not limited to any guarantor or third party security provider, a member, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or investor of a fund, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative of the Customer, agent or nominee, or any other persons or entities with whom the Customer has a relationship that is relevant to the Customer's relationship with the Bank's Group.

**“Controlling persons”** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**“Customer Information”** means all or any of the following items relating to the Customer or a Connected Person, where applicable: (i) Personal Data, (ii) information about the Customer, the Customer's accounts, transactions, use of the Bank's products and services and the Customer's relationship with the Bank's Group and (iii) Tax Information.

**“Financial Crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or violations, or any acts or attempts to circumvent or violate any Laws relating to these matters.

**“Financial Crime Risk Management Activity”** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the Bank's Group may take.

“**Laws**” include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the Bank’s Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the Bank’s Group.

“**Personal Data**” means any information relating to an individual from which such individual can be identified.

“**Services**” includes (a) the opening, maintaining and closing of the Customer’s accounts, (b) the provision of credit facilities and other banking, financial and insurance products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank’s overall relationship with the Customer, including marketing services or products to the Customer, market research, insurance, audit and administrative purposes.

“**substantial owners**” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

“**Tax Authorities**” means State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan or foreign tax, revenue or monetary authorities.

“**Tax Certification Forms**” means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the Customer’s tax status or the tax status of a Connected Person.

“**Tax Information**” means documentation or information about the Customer’s tax status or the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner or Connected Person. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organization (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

#### 1.27.2 *Collection, use and sharing of Customer Information*

This Clause 1.27.2 explains how the Bank will use information about the Customer and Connected Persons. The Notice relating to the AIFC Data Protection Regulations (AIFC Regulations No. 10 of 2017) and AIFC Data Protection Rules (AIFC Rules No. 1 of 2018) (the "Rules and Regulations") of the Bank (the "Data Protection Notice") that applies to the Customer and other individuals also contains important information about how the Bank and the Bank’s Group will use such information and the Customer should read this Clause 1.27.2 in conjunction with the Data Protection Notice. The Bank and members of the Bank’s Group may use Customer Information in accordance with this Clause 1.27.2 and the Data Protection Notice.

Customer Information will not be disclosed to anyone (including other members of the Bank’s Group), other than where:

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank’s legitimate business purposes require disclosure;
- the disclosure is made with the data subject’s consent;
- it is disclosed as set out in this Clause 1.28.2 or the DATA PROTECTION

## NOTICE.

### *Collection*

- (a) The Bank and other members of the Bank's Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on behalf of the Bank, and may be collected from the Customer or Connected Person directly, from a person acting on behalf of the Customer or Connected Person, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the Bank's Group.

### *Use*

- (b) The Bank and members of the Bank's Group may use, transfer and disclose Customer Information in connection with (1) the purposes set out in the **Appendix** (applicable to Customer Information other than Personal Data) (2) the purposes set out in the DATA PROTECTION NOTICE (applicable to Personal Data), and (3) matching against any data held by the Bank or the Bank's Group for whatever purpose (whether or not with a view to taking any adverse action against the Customer) ((1) to (3) are collectively referred to as the "**Purposes**").

### *Sharing*

- (c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the recipients set out in the DATA PROTECTION NOTICE (who may also use, transfer and disclose such information for the Purposes) and the **Appendix** (applicable to Customer Information other than Personal Data). The Customer agrees and authorizes the Bank to share the Customer Information with other service providers as the Bank may from time to time engaged or otherwise appointed in the processing of the Customer's application and verification of the Customer Information for or in connection with the opening of the Account.

### *The Customer obligations*

- (d) The Customer agrees to supply complete, accurate and up-to-date Customer Information, and to inform the Bank promptly and in any event, within 60 days in writing if there are any changes to Customer Information supplied to the Bank or a member of the Bank's Group from time to time, and to respond promptly to any request for Customer Information from the Bank or a member of the Bank's Group. In respect of a non-personal Customer, the Customer further undertakes to notify the Bank (in such manner as may be prescribed or accepted by the Bank from time to time) of any change of directors, shareholders, partners, controllers, legal status or constitutional documents.
- (e) The Customer confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the Bank's Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in this Clause 1.44, the Appendix and the Data Protection Notice (as may be amended or supplemented by the Bank from time to time). The Customer shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(f) The Customer consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store disclose, process and transfer all Customer Information in the manner described in these Terms and Conditions. The Customer agrees to inform the Bank promptly in writing if the Customer is not able or has failed to comply with the obligations set out in Clause 1.28.2(e) Customer is not able or has failed to comply with the obligations set out in Clause 1.28.2(e).

(g) Where

- the Customer or any Connected Person fails to provide promptly complete, accurate and up-to-date Customer Information reasonably requested by the Bank, or
- the Customer or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Customer), or
- the Bank has, or a member of the Bank's Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (i) be unable to provide new, or continue to provide all or part of the Services to the Customer and reserve the right to terminate the Bank's relationship with the Customer;
- (ii) take actions necessary for the Bank or a member of the Bank's Group to meet the Compliance Obligations; and
- (iii) block, transfer or close the Customer's account(s) where permitted under local Laws.

In addition, if the Customer fails to supply promptly the Customer's, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Customer or the Connected Person, including whether the Customer or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

### 1.27.3 ***Financial Crime Risk Management Activity***

- (a) Financial Crime Risk Management Activity may include, but is not limited to:
  - (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on the Customer's behalf;
  - (ii) investigating the source of or intended recipient of funds;
  - (iii) combining Customer Information with other related information in the possession of the Bank's Group; and
  - (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Customer or a Connected Person.
- (b) The Bank and Bank's Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment,

the processing of a Customer's Instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the Bank's Group shall be liable to the Customer or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

#### 1.27.4 ***Tax Compliance***

The Customer, and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity), acknowledges that the Customer is solely responsible for understanding and complying with the Customer's tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the Bank's Group. Each Connected Person acting in his/ its capacity as a Connected Person (and not in his/its personal capacity) also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or a Connected Person's place of domicile, residence, citizenship or incorporation. **Neither the Bank nor any member of the Bank's Group provides tax advice.** The Customer is advised to seek independent legal and tax advice. Neither the Bank nor any member of the Bank's Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of Account(s) and Services provided by the Bank or members of the Bank's Group.

#### 1.27.5 ***Miscellaneous***

- (a) In the event of any conflict or inconsistency between any of this Clause 1.28 and the provisions in or governing any other service, product, business relationship, account or agreement between the Customer and the Bank, this Clause 1.28 shall prevail.
- (b) If all or any part of the provisions of this Clause 1.28 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 1.28 in that jurisdiction.

#### 1.27.6 ***Survival upon termination***

This Clause 1.28 shall continue to apply notwithstanding any termination by the Customer or the Bank or a member of the Bank's Group of the provision of any Services to the Customer, or the closure of any of the Customer's Account.

### **1.28 The Customer's confirmation, undertaking and representation**

- 1.28.1 The Customer confirms that the Customer has full capacity, power and authority to execute, deliver, exercise the Customer's rights, perform and comply with the Customer's obligations under these Terms and Conditions.
- 1.28.2 The Customer confirms that none of the funds or assets in the Customer's Accounts are proceeds of organized crime. The Customer confirms that no action, suit or proceedings (whether in the AIFC or elsewhere) before any court, tribunal, arbitral or

administrative body or government agency that is likely to affect the legality, validity or enforceability against the Customer or the Customer's ability to perform the obligations under these Terms and Conditions is pending or, to your knowledge, threatened. The Customer confirms that no legal or other proceedings have been initiated or threatened and no meeting has been convened for the bankruptcy, dissolution, liquidation, winding-up, judicial management, termination of existence or reorganization against the Customer or for the appointment of a receiver, manager (judicial or otherwise) trustee or similar officer and no arrangement, composition with, or any assignment for the benefit of creditors have been made or proposed to be made against the Customer.

- 1.28.3 The Customer confirms that all information in the account opening form or other supporting documents provided to the Bank to facilitate the provision or maintenance of any Accounts or Services is true, complete and accurate. The Customer undertakes to promptly notify the Bank in writing in any means accepted by the Bank if any information provided to the Bank (including information provided in the account opening form or other supporting documents provided) is no longer true, accurate or complete.
- 1.28.4 The Customer represents and confirms that neither the Customer nor any of the Customer's subsidiaries, or any of the Customer's directors, officers, employees, agents or affiliates, or that of any of the subsidiaries are, or are owned or controlled by any person that is the subject of any sanctions regime; or located, organized or resident in a country or territory that is, or whose government is, the subject of any sanctions regime. The Customer agrees that the Customer will not use the funds in any Accounts or any of the Bank's credit facilities, or lend, contribute or otherwise make available such funds to any person (whether directly or indirectly) to fund any activities or business in any country or territory, that, at the time of such funding, is, or whose government is, the subject of any sanctions regime; or in any other manner that would result in a violation of any sanctions regime.
- 1.28.5 The Customer acknowledges that the Customer is solely responsible for understanding and complying with the Customer's tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relate to the opening and use of any Accounts or Services.
- 1.28.6 The Customer confirms that the Customer has not been committed or convicted of any serious tax crimes or been subject to any investigation or criminal proceedings, whether in the AIFC or the U.S. or elsewhere, in relation to tax matters. The Customer does not have knowledge of such investigations or proceedings being taken against the Customer. The Customer confirms that the purpose of opening of the Account or using the Services is not illegitimate, and the Customer will not use any Accounts or Services for illegal tax activities. The Bank has no responsibility in respect of the Customer's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of any Accounts or Services provided by the Bank.
- 1.28.7 The Customer understands and acknowledges that any amount payable by the Customer to the Bank is subject to all Applicable Regulations, including any tax requirement, foreign exchange restriction or control. The Customer is liable for any tax, gross-up or similar charges payable in connection with any transaction effected under these Terms and Conditions; and the Bank is authorized to debit, withhold or deduct any amount of tax or duties from any payment payable to the Customer or the



Customer's Accounts. The Customer confirms that any withholding tax obligation or other obligations to make deduction or withholding, in respect of a credit facility under any Applicable Regulations (whether in or outside the AIFC) shall be the Customer's responsibility. The Customer will deliver promptly evidence satisfactory to the Bank that the Customer has complied with any applicable deduction or withholding obligations upon the Bank's request.

## **1.29 Limitation of liability and indemnity**

1.29.1 The Bank shall not be liable for any taxes or duties payable on or in respect of the Account or the assets or property held therein. It is the Customer's responsibility to seek independent professional advice on and handle any tax issues (including, without limitation, application for tax credits or a reduced rate of tax to be withheld, or withholding on interest, dividend or any other distribution or proceeds from any investment or transaction) which may affect the Customer under all Applicable Regulations in connection with any investment or transaction contemplated under these Terms and Conditions and, in the absence of express written agreement by the Bank, the Bank assumes no responsibility in this regard. Notwithstanding the above, the Customer shall, at the request of the Bank, complete, provide information, sign and file any tax forms, certificates or documents which the Bank or any of its nominees, custodians and/or agents is required by any tax authority of any applicable jurisdiction to submit in respect of the Customer in connection with any investment or transaction made on behalf of the Customer pursuant to these Terms and Conditions. The Customer agrees to cooperate with the Bank, its nominees, custodians and/or agents and provide the necessary information and assistance to them or any of them for such purposes.

1.29.2 Unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, the Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:

- (i) access to the Services by the Customer or any other person whether or not authorized;
- (ii) the use or operation of the Accounts;
- (iii) any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of Instructions or other information howsoever caused;
- (iv) disclosure of Instruction or information relating to the Customer from any telecommunication company, equipment, device or intermediary through which the Instruction or information passes or by the Bank or the Bank's agents or any other third party;
- (v) its inability to execute an Instruction due to prevailing market conditions and the manner and timing of execution of an Instruction;
- (vi) imposition or change of any Applicable Regulations, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government, exchange, clearing house or market, or bankruptcy, insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;
- (vii) any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services, Acts of God (including, without limitation, flood and tsunami), pandemic, government act, fire, civil commotion, strike, war, military action, unrest, political insurrection, riot, public demonstration, terrorist activity of any kind or any other

causes beyond the reasonable control of the Bank; and/or  
(viii) if Instructions are intercepted or overheard by any third person, provided that the Bank acts in good faith.

- 1.29.3 The Bank is not liable to the Customer or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with any Accounts or Services.
- 1.29.4 The Customer shall exercise reasonable care, take reasonable precautions and (where any Authorized Person, attorney or other agent is appointed) establish adequate controls and security arrangements to prevent unauthorized fund withdrawal Instructions or other misuse of or forgery in relation to any Account, Service, or other services or products provided (as applicable). The Customer must notify the Bank immediately upon becoming aware of any actual or possible unauthorized use, misuse, or forgery. The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with such actual or possible unauthorized use, misuse, or forgery, save only for direct losses to the extent directly due to negligence or fault by the Bank or its employees.
- 1.29.5 The Customer shall indemnify the Bank, its officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis and other expenses of reasonable amount and reasonably incurred, and any claims by any tax authority on the Bank for tax in respect of any profits or gains attributable to the Customer) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the negligence or wilful default of the Bank, its officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it reasonably determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 1.30.5. This indemnity shall continue notwithstanding the termination of the Account.
- 1.29.6 For the avoidance of doubt, the Customer shall not be liable for any unauthorized transaction arising from any forgery or fraud of the Bank or any of its officers or employees, or arising from any forgery or fraud of any person other than the Customer in relation to which the Bank has failed to exercise reasonable care and skill.

### **1.30 Amendments**

- 1.30.1 Except provided otherwise in these Terms and Conditions, (a) the Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time, and (b) any revision and/or addition to these Terms and Conditions, any items prescribed under these Terms and Conditions and any other information shall become effective subject to the Bank giving notice according to regulatory requirements, and shall be binding on the Customer if the Customer continues to maintain the Account with the Bank after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit.
- 1.30.2 When any changes to these Terms and Conditions increase the Bank's fees and charges

and/or the liabilities and obligations of the Customer, the Bank shall give prior notice to the Customer according to regulatory requirements (unless such changes are not within the Bank's control) and shall be binding on the Customer if the Customer continues to maintain the Account with the Bank after the effective date thereof. The notice may be given by display, advertisement or other means as the Bank thinks fit.

### **1.31 Miscellaneous**

- 1.31.1 If at any time any of these Terms and Conditions are or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining Terms and Conditions shall not be affected thereby.
- 1.31.2 No act or omission by the Bank pursuant to these Terms and Conditions or any security created by the Customer in favour of the Bank shall affect the Bank's rights, powers and remedies thereunder or any further or other exercise of such rights, powers or remedies.
- 1.31.3 The Customer shall not assign or create encumbrance over any or all of the Customer's rights and interest in the Account or any Transaction without the prior written consent of the Bank (such consent not to be unreasonably withheld).
- 1.31.4 Subject to any Applicable Regulations or market practice, the Bank may destroy any documents relating to the Account or any of the Services (including, without limitation, any cheques issued or deposited by the Customer) after microfilming or scanning them, and destroy any microfilm or scanned records after such period of time as the Bank considers appropriate.
- 1.31.5 These Terms and Conditions are for the benefit of the Bank and its successors and assignees, despite any change due to merger, amalgamation, consolidation or otherwise in the Bank or its constitution or in any such successor or assignee.
- 1.31.6 The Customer confirms and agrees, in advance, that the Bank may assign or otherwise transfer any of its rights and/or obligations under these Terms and Conditions and in respect of any related services, transactions and/or related documents and may deliver the same to the successor, assignee(s) or transferee(s), who shall become vested with and entitled to all the rights and/or obligations formerly vested in the Bank.
- 1.31.7 The Customer shall at the request of the Bank, promptly execute and deliver such documents and perform such acts as the Bank (or its nominee or agent) may request to allow the Bank to provide the Services and operate these Terms and Conditions. Failure to comply may result in discontinuance of Services, delay, additional costs or requirements and/or other consequences in relation to the provision of such Services.
- 1.31.8 Any forbearance or delay by the Bank in exercising any right or remedy shall not be treated as a waiver of such right or remedy and any single or partial exercise of any right or remedy shall not prevent its further exercise. No course of dealing between the Customer and the Bank nor any particular waiver shall be deemed a waiver in any other instance. The Bank's rights, remedies and entitlements shall continue in full force and effect until they are specifically amended or waived in writing by the Bank.

### **1.32 Notices and communications**

- 1.32.1 Notices and other communications by the Bank to the Customer may be addressed to

the Customer by personal delivery or ordinary post to the last address of the Account of the Customer registered with the Bank or by facsimile or electronic means or medium or mobile short message.

- 1.32.2 Notices or other communications delivered personally, sent by post, facsimile transmission, telex or email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 72 hours after posting if such address is in AIFC and 14 days after posting if such address is outside AIFC or (where sent by facsimile transmission, telex, email or mobile short message) immediately after transmitting to the facsimile or telex number or email address or mobile phone number last notified in writing by the Customer to the Bank.
- 1.32.3 It is the Customer's responsibility to ensure the Bank is kept informed of the Customer's most up-to-date address and other contact details.
- 1.32.4 Items sent to the Customer or delivered to an authorized representative are sent at the Customer's own risk.
- 1.32.5 Notices or other communications by the Customer to the Bank shall be in writing or by any other means the Bank may accept. Notices or other communications by the Customer to the Bank are effective when the Bank actually receive them in legible form.
- 1.32.6 To ensure service quality, the bank may share client data with related companies and/or third parties under service agreement.

### **1.33 Binding effect**

- 1.33.1 These Terms and Conditions shall be binding on and ensure to the benefit of the Bank and its assigns, the Customer and the Customer's legal representatives and successors and shall also be binding notwithstanding the absorption or amalgamation of the Bank by or with any other person.

### **1.34 Governing law and governing version**

- 1.34.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Republic of Kazakhstan and rules and regulations of AIFC and the Customer irrevocably submits to the non-exclusive jurisdiction of the AIFC courts and arbitration in AIFC but these Terms and Conditions and any security created by the Customer in favour of the Bank may be enforced in the courts of any competent jurisdiction.
- 1.34.2 The operation of the Account in a location outside AIFC and payment in such a location shall be conditional on such operation and payment being lawful in that location.
- 1.34.3 The Bank shall not be responsible for, or liable for any losses, taxes, costs and expenses as a result of complying with, any applicable laws, rules, regulations, governmental measures or restrictions which may be applicable in any location outside AIFC to the operation of the Accounts and/or payment thereunder and/or to the Bank's assets relating thereto.

## **PART 2**

## **DEMAND DEPOSIT ACCOUNT**

### **2.1 General terms and conditions**

2.1.1 The terms and conditions contained in Clause 1 shall apply to the operation of the Demand Deposit Account.

### **2.2 Account Statements**

2.2.1 A periodic statement of the Customer's Account will be available to the Customer by the Bank unless requested otherwise.

2.2.2 The Customer shall examine each statement received and notify the Bank in writing of any error or discrepancy within 90 days of delivery. Unless any errors or discrepancies are so notified, the statement shall be conclusive and binding upon the Customers.

2.2.3 No passbook will be provided to the Customer in respect of any savings Account.

### **2.3 Others**

2.3.1 The Bank does not allow deposit in or withdrawal from any Demand Deposit Account by cheque.

2.3.2 The Bank does not offer overdraft facilities on any Demand Deposit Account.

### **2.4 Currency**

2.4.1 Demand Deposit Accounts may be for a specified currency or for multi-currencies. For a multi-currency Account, only such currencies determined absolutely by the Bank from time to time will be permitted for deposit into such Accounts.

### **2.5 Interest on balance**

2.5.1 In relation to interest on the balance standing to the credit of a Demand Deposit Account, the following provisions shall apply:

(i) Subject to the sub-clauses below, interest will be accrued on the credit balance(s) in the Demand Deposit Account at such rate(s) determined absolutely by the Bank from time to time and calculated on the actual number of days elapsed and a 365-day year or a 360-day year (for both ordinary and leap years) for such currency(ies) as determined by the Bank from time to time or according to other day count convention according to the market practice and rounded to the nearest cent on every Bank Business Day.

(ii) For the avoidance of doubt, if the Demand Deposit Account contains credit balance(s) denominated in different currency(ies), different interest rate(s) may be applied by the Bank to such credit balance(s). Different interest rates will be applicable to credit balances falling at different deposit amounts designated by the Bank and the lowest interest rate may be zero. Such deposit amounts may be varied by the Bank upon not less than 30 days' prior written notice to the Customer.

- (iii) For items under collection, interest will only start to accrue when the funds are actually collected and credited into the Demand Deposit Account concerned.
- (iv) If the Demand Deposit Account is closed at any time prior to the date on which the accrued interest is due to be credited to the Demand Deposit Account, interest will be deemed to accrue and payable up to the end of the preceding month or such other date as determined by the Bank absolutely, provided always that the Bank shall not be under any obligation to pay interest on the credit balance of a Demand Deposit Account.

## **PART 3**

### **TIME DEPOSIT ACCOUNT**

#### **3.1 Time deposit period and maturity date**

- 3.1.1 The time deposit period is the duration of the time deposit that the Customer agrees with the Bank prior to or at the time of making the time deposit.
- 3.1.2 If the maturity date for a time deposit falls on a day other than a Saturday or a Bank Business Day, it shall be postponed to the next Bank Business Day and the interest shall accrue accordingly.

#### **3.2 Interest rate**

- 3.2.1 The interest rate throughout the time deposit period will be simple interest at the rate determined by the Bank on the first day of the time deposit period. Interest is calculated up to but excluding the maturity date.
- 3.2.2 Interest is payable only on the maturity date but in case of time deposit of one month or more, may be paid at agreed intervals.

#### **3.3 Payment upon maturity**

- 3.3.1 On maturity, the proceeds of the time deposit will be dealt with in accordance with any Instructions then held by the Bank, requesting that the proceeds be:
- (i) renewed, either principal plus interest or principal only, for the same time deposit period or for a different period;
  - (ii) credited, in whole or in part, to one or more savings Accounts with the Bank;  
or
  - (iii) disposed of in other ways agreed by the Bank as instructed.

#### **3.4 Automatic renewal**

- 3.4.1 Unless the Bank has received a valid Instruction, on or before the date of maturity of the time deposit, the Bank reserves the right (but shall have no obligation) to re-deposit the total amount of the time deposit including principal and interest for the same time deposit period, at the then applicable interest rate.

#### **3.5 Premature withdrawal**

- 3.5.1 At the request of the Customer, the Bank may at its discretion allow a pre-mature withdrawal of a time deposit before the maturity date. In such an instance, the Bank reserves the right not to pay interest on the time deposit. The Bank further reserves the right to recover a handling charge and additional cost (if any) of obtaining funds in the market for the remaining period of time deposit, and to recover the loss of the Bank if there is a lack of funds in the market.

#### **3.6 Overdue time deposits**

- 3.6.1 If the Bank receives no disposal Instructions by the maturity date on a time deposit

which is not to be renewed automatically, the Bank will hold the time deposit at the disposal of the Customer pending receipt of Instructions. Interest on the maturity date and thereafter will accrue on the principal amount only, as follows:

- (i) for US Dollar time deposits, interest from maturity until disposal will be paid at the Bank's applicable prevailing savings rate;
- (ii) for foreign currency time deposits:
  - (a) interest from maturity until disposal will be paid at the Bank's applicable foreign currency savings interest rates in respect of the relevant currency concerned;
  - (b) the Bank reserves the right not to pay interest from maturity until disposal if the Bank is unable to quote a 24-hour call deposit rate for the currency concerned; and
  - (c) the interest accrued will be paid or credited into such Account the Customer may instruct.

### **3.7 Advice**

- 3.7.1 The Bank will provide customers with a receipt or advice for all time deposits.



## PART 4

### ONLINE BANKING SERVICES

#### 4.1 Definitions

Terms used in this Part shall have the meanings set out in Clause 1.1.1 or the meanings set out below. Where there is any conflict between the meaning of a term set out in Clause 1.1.1 and the meaning set out below, the meaning set out below shall apply to this Part 4.

“**Bank’s Internet Site**” means any internet site established, operated and/or maintained by or on behalf of the Bank through which the Bank provides Online Banking Services.

“**Confidential Information**” has the meaning defined in Clause 4.9.1.

“**Information**” has the meaning defined in Clause 4.2.2.

“**Information Provider**” has the meaning defined in Clause 4.2.2.

“**Online Banking Services**” means online services and facility from time to time provided by the Bank through the Bank’s Internet Site.

“**Password**” has the meaning defined in Clause 4.5.1.

“**Reports**” has the meaning defined in Clause 4.2.2.

“**Security Code**” has the meaning defined in Clause 4.5.3.

“**Security Device**” has the meaning defined in Clause 4.5.3.

“**Username**” has the meaning defined in Clause 4.5.1.

#### 4.2 Services

4.2.1 The Bank shall provide subject to the terms and conditions set out in this Part 4 (“**Online Banking Terms and Conditions**”) the Online Banking Services through the Bank’s Internet Site to enable the Customers to give instructions to and communicate with the Bank for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the Bank’s Group.

4.2.2 As part of the Online Banking Services, the Bank may make available via any Bank’s Internet Site financial, market or other information and data (“**Information**”) supplied by any person (each an “**Information Provider**” which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means (“**Reports**”).

4.2.3 The Bank has the right to determine and vary from time to time the scope and type of the Online Banking Services to be made available and how they are to be operated including, without limitation:

- (i) expanding, modifying or reducing the Online Banking Services at any time;
- (ii) imposing and varying any restrictions on the use of the Online Banking Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Online Banking Services;
- (iii) prescribing and changing the normal service hours during which the Online Banking Services are available and any daily cut-off time for any type of Online Banking Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next Bank Business Day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones;
- (iv) reducing or re-setting a transfer limit (whether designated by the Customer or the Bank) to a lower value or down to zero if the Customer has not utilized the relevant Online Banking Service(s) for a period of time that the Bank may designate from time to time; and
- (v) vary the way the Online Banking Services are to be operated.

The Customer and each Authorized Person are taken to be bound by any variation to the operation of the Online Banking Services if they continue to maintain or use the Online Banking Services after the Bank has notified the Customer of the variation.

4.2.4 The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Online Banking Services.

### **4.3 Governing terms and conditions**

4.3.1 Transactions and dealings effected by using the Online Banking Services are subject to the following:

- (i) the Online Banking Terms and Conditions;
- (ii) other related terms, conditions and policies issued by the Bank from time to time including the conditions on use of the Bank's Internet Site and mobile app; and
- (iii) all other terms and conditions governing the relevant Accounts, transactions, dealings, services, products, Information, goods, benefits or privileges; and
- (iv) any other terms and conditions that the Bank may notify the Customer from time to time.

4.3.2 Where there is any discrepancy between the terms and condition to which the Online Banking Services are subject, the Online Banking Terms and Conditions shall prevail for the purpose of the Online Banking Services.

### **4.4 Use of the Online Banking Services**

4.4.1 To access the Online Banking Services for the first time, the Customer is required to

register online or in such other manner as the Bank may from time to time specify and indicate the Customer's acceptance of all the terms and conditions governing the use of the Online Banking Services and to provide such information as the Bank may reasonably specify for identifying the Customer.

- 4.4.2 By registering to use the Online Banking Services, the Customer warrants that all information provided by the Customer to the Bank in relation to the Online Banking Services is true, complete and up-to-date.
- 4.4.3 The Online Banking Services are for the sole and exclusive use by the Customer.
- 4.4.4 The Customer shall not use or knowingly allow any other person to use the Online Banking Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer shall notify the Bank as soon as practicable if the Customer becomes aware of such use.
- 4.4.5 Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Bank's Internet Site or otherwise in response to an online inquiry is for reference only and is not binding. Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer upon the Customer confirming his acceptance irrespective of any different rate, price or information quoted by the Bank.
- 4.4.6 The Customer acknowledges and agrees that there may be a time lag in transmission of instructions, information or communication via the Bank's Internet.
- 4.4.7 Depending on the location of the Customer, the Customer acknowledges and agrees that some or all of the services and/or products provided by the Bank from time to time may not be accessible through the Online Banking Services.

#### **4.5 Username, password and security code**

- 4.5.1 The Customer shall follow the guidance provided by the Bank online in designating the user identification code (the "**Username**") and the password (the "**Password**") for identifying the Customer for the purposes of the Online Banking Services.
- 4.5.2 The Customer may change the Password and the Username at any time but any change shall be effective only if accepted by the Bank.
- 4.5.3 The Bank may, in its sole discretion require a Customer to use a one-time password (the "**Security Code**") generated by a physical electronic device for generating Security Codes. the "**Security Device**") to access the Online Banking Services in the event of which it is the sole responsibility of the Customer to apply to the Bank for a Security Device or a replacement if a Security Device has previously been issued but is subsequently lost or has failed to function as intended.
- 4.5.4 The Customer shall act in good faith, exercise reasonable care and diligence in keeping the Username, the Password, the Security Device and the Security Code in secrecy. At no time and under no circumstances shall the Customer disclose the Username, the Password and/or the Security Code to any other person or permit the Security Device to come into the possession or control of any other person.
- 4.5.5 The Customer shall be fully responsible for any accidental or unauthorized disclosure

of the Username, the Password and/or the Security Code to any other person and shall bear the risks of the Username, the Password, the Security Device or the Security Code being used by unauthorized persons or for unauthorized purposes.

- 4.5.6 Upon notice or suspicion of the Username, the Password and/or the Security Code being disclosed to, and/or the Security Device being lost or has otherwise come into the possession or control of any unauthorized person or any unauthorized use of the Online Banking Services being made, the Customer shall notify the Bank in person as soon as practicable or by telephone at such telephone number(s) or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer shall remain responsible for any and all use of the Online Banking Services by unauthorized persons or for unauthorized purposes.

#### **4.6 Customer's instructions**

- 4.6.1 The Customer is required to quote any one or more of the Username, the Password, the Security Code and any other identifiers as shall be prescribed by the Bank from time to time in order to log-on to the Online Banking Services and give instructions to the Bank online. Instructions in connection with the Online Banking Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.
- 4.6.2 Any instruction given in connection with the Online Banking Services by quoting the Username, the Password, the Security Code and such other identifiers of the Customer as prescribed by the Bank, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the Bank's Group. All such instructions given, as understood and acted on by the Bank or the relevant member of the Bank's Group in good faith, shall be irrevocable and binding on the Customer whether given by the Customer or by any other person purporting to be the Customer. The Bank and the relevant member of the Bank's Group shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the Username, the Password, the Security Code and such other identifiers (if any) of the Customer.
- 4.6.3 The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.
- 4.6.4 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Online Banking Services will be provided by the Bank online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after transmission and it is the duty of the Customer to check such advice or confirmation. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- 4.6.5 Information relating to any Account or transaction made available on the Bank's Internet Site is for reference only. The Bank's records of such Account and transaction shall be conclusive unless and until the contrary is established.
- 4.6.6 Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the

Accounts of the Customer or the Online Banking Services generally, the Bank may, in its absolute discretion and without any liability, refuse to act on or delay acting on the instruction and in that event, the Bank will, to the extent possible, inform the Customer as soon as practicable.

- 4.6.7 Instructions digitally signed by the Customer and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

#### **4.7 Fees**

- 4.7.1 The Bank reserves the right to charge fees in relation to the use and/or termination of the Online Banking Services including, without limitation, to impose a charge for its provision of the Security Device and to revise such fees.
- 4.7.2 The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Online Banking Services on or after the effective date.
- 4.7.3 Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

#### **4.8 Customer's undertaking and responsibilities**

- 4.8.1 The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Online Banking Services. The Customer shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, the Customer's address and other contact details.
- 4.8.2 The Customer understands that the Bank needs to and so authorizes the Bank to process, share, store or transmit information about the Customer, the Customer's Account(s) and/or the transaction(s) executed by the Bank on the Customer's behalf within the Bank's Group or with any institution or agent or third party used by the Bank in connection with the Online Banking Services. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the Bank's Group unless (a) otherwise required or permitted by any Applicable Regulations or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Online Banking Services.
- 4.8.3 The Customer shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Online Banking Services or any Bank's Internet Site or any software comprised in them.
- 4.8.4 The Customer acknowledges that it is the responsibility of the Customer to determine independently market prices and rates for trading purposes through the Customer's usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Online Banking Services, the Information and the Reports, the Online

Banking Terms and Conditions and any transactions and dealings which may affect the Customer under all Applicable Regulations.

#### **4.9 Information and information providers**

4.9.1 The Customer acknowledges and agrees that the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively “**Confidential Information**”) are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

4.9.2 Unless expressly permitted by the Online Banking Terms and Conditions, the Customer shall not, and shall not attempt to:

- (i) sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;
- (ii) remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or
- (iii) incorporate or combine the Confidential Information with any other programmes.

4.9.3 The restrictions on disclosure shall not apply to any Confidential Information:

- (i) where its disclosure is compelled by law but only to the extent required by law and only after written notice of the requirement to disclose has been given by the Customer to the Bank; or
- (ii) where the Bank has expressly agreed in writing to its disclosure.

4.9.4 The Customer agrees that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Information and the Reports subject to the Online Banking Terms and Condition is conveyed or transferred to the Customer. The Customer shall not make any representation or do any act which may be taken to indicate that the Customer has any such right, title or interest.

4.9.5 An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer on or after the effective date, subject to prior notification, of such terms and conditions shall constitute the Customer's acceptance thereof.

4.9.6 The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer.

- 4.9.7 Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer or any other person.
- 4.9.8 The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank does not endorse or express any comment on any Information supplied by any Information Provider nor assume any duty to check or verify any Information.
- 4.9.9 No warranty, representation or guarantee of any kind relating to the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee.

#### **4.10 Liabilities of the Customer**

- 4.10.1 Unless Clause 4.10.2 applies, the Customer shall be fully liable and responsible for all consequences arising from or in connection with use of the Online Banking Services (including, without limitation, the use of the Security Device) and/or access to any Information or Report or any other information as a result of such use by the Customer or any other person whether or not authorized.
- 4.10.2 Subject to Clause 4.5.6 and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer, the Customer shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Online Banking Services as a result of:
- (i) a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 4.11.1;
  - (ii) a human or system error of the Bank; or
  - (iii) a missed or mis-directed payment caused by the gross negligence or wilful default of the Bank, its officers or employees.
- 4.10.3 The Customer shall indemnify the Bank, any member of the Bank's Group, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Online Banking Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under the Online Banking Terms and Conditions, unless due to the gross negligence or wilful default of the Bank, any member of the Bank's Group, any Information Provider or their respective officers or employees or unless Clause 4.10.2 applies.

#### **4.11 Liabilities of the Bank**

- 4.11.1 The Bank will take reasonably practicable steps to ensure that its systems in connection with the Online Banking Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any Applicable Regulations which may be applicable to the Bank from time to time.
- 4.11.2 None of the Bank, any member of the Bank's Group or any Information Provider warrants or represents that the Online Banking Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the Customer's hardware, software or equipment.
- 4.11.3 The Bank will make all reasonable efforts to ensure that the Security Device provided to the Customer will perform as necessary to permit access to the Online Banking Services as and when required. The Customer must notify the Bank immediately if any Security Device fails to function correctly and the only obligations that the Bank has in respect of such Security Device is to replace the same with a new Security Device at no cost to the Customer but only (i) upon the defective Security Device being returned to the Bank within 90 days of its date of issue and (ii) if the Bank is satisfied that there is no default or negligence on the part of the Customer which results in or contributes to the Security Device's failure to function correctly. Other than as specified in this Clause 4.11.3, the Bank shall have no other liability in relation to the Security Device including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose of any Security Device. In addition, the Bank cannot be held liable for any loss or damages incurred or suffered by the Customer arising from the Customer's failure to safe-keep and/or use the Security Device in accordance with the Bank's instructions and recommendations.
- 4.11.4 Unless Clause 4.10.2 applies or due to the gross negligence or wilful default of the Bank, any member of the Bank's Group or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the Bank's Group assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with : -
- (i) use of the Online Banking Services (including, without limitation, the use of the Security Device) and/or access to any information as a result of such use by the Customer or any other person whether or not authorized;
  - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Online Banking Services (including, without limitation, any interruption, interception, suspension, delay or failure to generate the Security Code using the Security Device), in transmitting instructions or information relating to the Online Banking Services or in connecting with the Bank's Internet Site caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any Applicable Regulations; and
  - (iii) transmission and/or storage of any information and/or data relating to the Customer, the Online Banking Services and/or transactions or dealings conducted by the Customer pursuant to the Online Banking Services through



or in any system, equipment or instrument of any communication network provider.

4.11.5 The Bank is not responsible for, does not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites on the Bank's Internet Site as well as the information contained in such hyperlinked internet sites. The Bank is not responsible for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings in connection with these hyperlinked internet sites as well as the information contained therein.

4.11.6 In no event shall the Bank, any member of the Bank's Group or any Information Provider be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

#### **4.12 Variation and termination**

4.12.1 The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Online Banking Services or their use by the Customer.

4.12.2 The Customer may terminate the use of the Online Banking Services at any time by giving to the Bank prior written notice of such length as the Bank may from time to time specify.

4.12.3 All provisions of the Online Banking Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Online Banking Services and/or the use of the Online Banking Services by the Customer shall remain in full force and effect after suspension or termination including, without limitation, Clauses 4.4.2, 4.5, 4.8, 4.9, 4.10 and 4.11. Notwithstanding such suspension or termination, the Customer shall continue to be bound by the Online Banking Terms and Conditions to the extent that they relate to any obligations or liabilities of the Customer which remain to be performed or discharged.

#### **4.13 Amendments**

4.13.1 The Bank may revise the Online Banking Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time.

4.13.2 Any revision and/or addition to the Online Banking Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Bank's Internet Site or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Online Banking Services on or after the effective date of variation.

#### **4.14 Communication**

4.14.1 The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the Online Banking Terms and Conditions.

4.14.2 Communications delivered personally, sent by post, facsimile transmission, telex or

email shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 72 hours after posting if such address is in AIFC and 14 days after posting if such address is outside AIFC or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by the Customer to the Bank.

4.14.3 Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

#### **4.15 Severability**

4.15.1 Each of the provisions of the Online Banking Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### **4.16 Waiver**

4.16.1 No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Online Banking Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Online Banking Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

#### **4.17 Miscellaneous**

4.17.1 Unless the context otherwise requires, “**person**” includes an individual, firm, company, corporation and an unincorporated body of persons.

#### **4.18 Governing law and jurisdiction**

4.18.1 The Online Banking Services and the Online Banking Terms and Conditions shall be governed by and construed in accordance with the laws of Republic of Kazakhstan and rules and regulations of AIFC.

4.18.2 Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of AIFC and arbitration in AIFC but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

4.18.3 The use by the Customer of Online Banking Services is through the Customer’s internet service provider, network server or such other equivalent system in the country or jurisdiction from where such services accessed by the Customer, and to this extent, such access by the Customer will also be subject to the relevant Applicable Regulations of that country or jurisdiction and any terms prescribed by such internet service provider, network server or such other equivalent system.

## PART 5

### MOBILE BANKING SERVICES

#### 5.1 Definitions

Terms used in this Part shall have the meanings set out in Clause 1.1.1 or the meanings set out below. Where there is any conflict between the meaning of a term set out in Clause 1.1.1 and the meaning set out below, the meaning set out below shall apply to this Part 5.

“**Online Banking**” means the online banking services provided by the Bank through the internet.

“**Mobile Banking app**” means the Bank’s mobile banking application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by the Bank, through which the Customer can access some or all of the Bank’s Online Banking.

“**Mobile Security Key**” means a feature within the Mobile Banking app which is used to generate a unique, single use security code each time a Customer log on to Online Banking or the Mobile Banking app.

“**Security Code**” means a one-time password generated by a Security Device or Mobile Security Key and is one of the Customer’s security details.

“**Security Device**” means a physical electronic device for generating Security Codes.

#### 5.2 Services

5.2.1 The Mobile Banking app allows the Customer to access some of the Bank’s Online Banking in a format which is easier to view on a mobile device.

5.2.2 The Bank has the right to determine and vary from time to time the scope and type of the Mobile Banking to be made available and how they are to be operated including, without limitation:

- (i) expanding, modifying or reducing the Mobile Banking at any time;
- (ii) imposing and varying any restrictions on the use of the Mobile Banking such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Mobile Banking;
- (iii) prescribing and changing the normal service hours during which the Mobile Banking is available and any daily cut-off time for any type of Mobile Banking or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next Bank Business Day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones;
- (iv) reducing or re-setting a transfer limit (whether designated by the Customer or

the Bank) to a lower value or down to zero if the Customer has not utilized the relevant Mobile Banking for a period of time that the Bank may designate from time to time; and

- (v) vary the way the Mobile Banking are to be operated.

The Customer and each Authorized Person are taken to be bound by any variation to the operation of the Mobile Banking if they continue to maintain or use the Mobile Banking after the Bank has notified the Customer of the variation.

5.2.3 The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Mobile Banking.

### **5.3 Governing terms and conditions**

5.3.1 Transactions and dealings effected by using the Mobile Banking are subject to the following:

- (i) these terms and conditions to the Mobile Banking (the “**Mobile Banking Terms and Conditions**”)
- (ii) the terms and conditions to the Online Banking (the “**Online Banking Terms and Conditions**”);
- (iii) all other terms and conditions governing the relevant Accounts, transactions, dealings, services, products, Information, goods, benefits or privileges; and
- (i) any other terms and conditions that the Bank may notify the Customer from time to time.

5.3.2 Where there is any discrepancy between the terms and condition to which the Mobile Banking Services are subject, the Mobile Banking Terms and Conditions shall prevail for the purpose of the Mobile Banking.

### **5.4 Use of the Mobile Banking**

5.4.1 The Customer can log on to the Mobile Banking app by:

- (i) entering as the Bank requests such log on credentials which the Customer has created when registering for the Online Banking (“**Logon Credentials**”);
- (ii) entering a Mobile Security Key password. The Customer can set up a Mobile Security Key on any mobile device that supports this functionality with such operating system version as the Bank specify from time to time;
- (iii) entering the Customer’s Logon Credentials as the Bank requests and a Security Code generated by a Security Device or a Mobile Security Key set up on another mobile device; or
- (iv) activating biometric credentials (e.g. fingerprint, facial map or any other biometric data) that the Bank may enable for use in the Mobile Banking app (and any other mobile applications that the Bank may support from time to time (for compatible devices only)) for authentication purpose. In order to enable this

functionality, the Customer's compatible device must support the receiving of the relevant biometric credentials, have the Mobile Banking app downloaded to it and have the relevant biometric authentication methods enabled for use in the Mobile Banking app.

- 5.4.2 The Customer may be required to perform one or more of the above in order to access full services of the Mobile Banking app.

## **5.5 Using the Mobile Banking app**

- 5.5.1 The Mobile Banking app can be used on a mobile device running an operating system supported and specified by us from time to time, from which the Customer can access the internet. However, not all of the Bank's services available on Online Banking can be accessed using the Mobile Banking app.

- 5.5.2 The Customer can set up a Mobile Security Key within the Mobile Banking app on any device that supports this functionality. But the Customer can only set up a Mobile Security Key on one mobile device at a time which the Bank will identify by way of the Customer's mobile device ID. The Customer can use the Mobile Security Key to log into Online Banking and also the Mobile Banking app.

- 5.5.3 Updates to the Mobile Banking app may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, the Customer will need to download the update. The Bank may display in-App messages when the Customer try to log on to remind the Customer to do this. The Customer should log on to the Mobile Banking app regularly to check these messages. Depending on the update, the Customer may not be able to use the Mobile Banking app until the latest version has been downloaded. If the latest version of the Mobile Banking app has not been downloaded and the Customer has set up a Mobile Security Key, the Customer may also not be able to access Online Banking. To make sure the Customer always have access to the Mobile Banking app and Online Banking, the Customer should keep the Customer's Mobile Banking app updated.

- 5.5.4 The Mobile Banking app may only be installed and used by the Customers. It is not intended for download, or use by, any person who is not already the Customer or in any jurisdiction where such download or use would be contrary to any Applicable Regulations of such jurisdiction or where the Bank are not licensed or authorized to provide the Mobile Banking app or the related services.

- 5.5.5 The Bank does not charge for the Mobile Banking app. However, the Customer's mobile network operator may charge the Customer to download or access the Mobile Banking app and its features including Mobile Security Key and these charges may vary if the Customer download or access the Mobile Banking app when abroad. The Customer are responsible for these charges.

- 5.5.6 Certain services use information about the Customer's physical location sent from the Customer's mobile device (for example, GPS signals). If the Customer use these services, the Customer consent to the Bank, the Bank's partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using the Customer's location data to enable the Bank and Google to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of the Mobile Banking app and those of Google. The Customer will be asked to consent to the use of location services when the Customer download the Mobile

Banking app or the first time the Customer use the relevant services. The Customer may withdraw this consent at any time by turning off the location services settings on the Customer's mobile device.

5.5.7 Access to third party services (such as Google Maps/Google Earth API) through the Mobile Banking app is subject to separate terms and conditions of third party service providers.

5.5.8 iPhone, iPad, iPod Touch, Touch ID and Apple are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc. Google Play™ is a trademark of Google Inc. Android™ is a trademark of Google Inc.

## **5.6 Customer's responsibilities**

5.6.1 The Customer must comply with all Applicable Regulations that govern the Customer's download, access and use of the Mobile Banking app and Mobile Security Key.

5.6.2 The Customer must not alter, modify, adapt, reverse-engineer, copy or reproduce all or any part of the Mobile Banking app.

5.6.3 The Customer must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking app. All ownership in the Mobile Banking app remains with the Bank.

5.6.4 The Mobile Banking app is for the Customer's personal use only, and the Customer must not use the Mobile Banking app for business or commercial or other unauthorized purposes.

5.6.5 The Customer must take security measures on the Customer's mobile device as recommended by the Bank from time to time, otherwise the Customer will bear the associated risks and consequences which may arise from or in connection with the Customer's mobile device and the use of the Mobile Banking app.

## **5.7 The Bank's responsibilities**

5.7.1 While the Bank makes reasonable efforts to provide the Mobile Banking app services including the Mobile Security Key feature, the Bank will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures or, in the case of mobile networks, where the Customer are not in an area of mobile coverage.

5.7.2 The Mobile Banking app and the Mobile Security Key feature is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the Customer's mobile device. The Bank are not responsible for any loss the Customer may incur as a result of this.

## **5.8 Security**

5.8.1 The Customer must take all reasonable precautions to keep safe and prevent fraudulent use of the Customer's mobile device and security information. These precautions include:

- never writing down or otherwise recording the Customer’s security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees the Customer’s security details when the Customer use it;
- keeping the Customer’s security details unique to Online Banking and the Mobile Banking app;
- ensuring that the Customer’s biometric credentials stored on the Customer’s device are the Customer’s own and do not store anyone else’s biometric credentials on the Customer’s device and that the Customer only use the Customer’s own biometric credentials to log on to the Mobile Banking app (and any other mobile applications that the Bank may support from time to time (for compatible devices only));
- not using facial recognition for authentication purpose if the Customer have an identical twin sibling, in which case the Customer are recommended instead to use the Mobile Security Key password to generate the Security Code or to log on to the Mobile Banking app (and any other mobile applications that the Bank may support from time to time (for compatible devices only));
- not using facial recognition for authentication purpose if the Customer are an adolescence while the Customer’s facial features may be undergoing a rapid stage of development, in which case the Customer are recommended to instead use the Mobile Security Key password to generate the Security Code or log on to the Mobile Banking app (and any other mobile applications that the Bank may support from time to time (for compatible devices only));
- not taking any action to disable any function provided by, and/or agreeing to any settings of, the Customer’s mobile device that would otherwise compromise the security of the use of the Customer’s biometric credentials for authentication purposes (e.g. disabling “attention-aware” for facial recognition);
- not disclosing the Customer’s security details to anyone;
- changing the Customer’s security details immediately and telling us as soon as possible in accordance with Clause 7.9 if the Customer knows, or even suspect, that someone else knows the Customer’s security details, or if the Bank asks the Customer to;
- keeping the Customer’s security details and mobile device safe;
- complying with all reasonable instructions the Bank issued regarding keeping the Customer’s security details safe;
- once the Customer has logged on to the Mobile Banking app do not leave the Customer’s mobile device unattended or let anyone else use the Customer’s mobile device;
- logging out of the Mobile Banking app once the Customer has finished using the Mobile Banking app services, and in particular not leaving the Mobile Banking app running in the background whilst logged in (for example, whilst multi-tasking, or running other apps);
- follow all security measures provided to the Customer by the manufacturer of the Customer’s mobile device operating system that apply to the Customer’s use of the Mobile Banking app or the Customer’s mobile device (although the Customer should never disclose the Customer’s security details to them or information about the Customer’s accounts with us); and
- undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties.

5.8.2 The Customer must not use the Mobile Banking app and the Mobile Security Key feature on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes

- devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by the Customer's mobile service provider and the phone manufacturer without their approval. The use of Mobile Banking app and the Mobile Security Key feature on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the Mobile Banking app and the Mobile Security Key feature in a jail broken or rooted device is entirely at the Customer's own risk and the Bank will not be liable for any losses or any other consequences suffered or incurred by the Customer as a result.
- 5.8.3 The Customer should only download Mobile Banking app and its updates from official supplying app store and not from any unofficial sources.
- 5.8.4 After initial registration the Bank will never contact the Customer (or ask anyone to do so on the Bank's behalf) with a request to disclose the Customer's security details in full. If the Customer receive any such request from anyone (even if they are using the Bank's name and logo and appear to be genuine) then it is likely to be fraudulent and the Customer must not supply the Customer's security details to them in any circumstances. Additionally, the Customer should report any such requests to the Bank immediately.
- 5.8.5 The Customer will be responsible for all instructions given by the Customer or anyone acting with the Customer's authority between when the Customer log on to the Mobile Banking app until the Customer log off the Mobile Banking app.
- 5.8.6 The Customer are responsible for making sure information shown or stored on the Customer's mobile device is kept secure.
- 5.8.7 The Customer must advise the Bank of any change to the Customer's mobile phone number without delay.
- 5.8.8 If the Customer activate the feature that allows the Customer to use the Customer's biometric credentials in the Mobile Banking app and to enable the use of such biometric credentials to log on to the Mobile Banking app (and any other mobile applications that we may support from time to time (for compatible devices only)), the Customer must ensure that only the Customer's biometric credentials are registered on the device.
- 5.8.9 The Customer may be responsible for unauthorized payments made from the Customer's Accounts if the Customer has not kept the Customer's mobile device and the Customer's security details safe and follow the security precautions that the Bank advises the Customer to undertake from time to time including those set out in this Clause 5.8, or if the biometric credentials stored on the Customer's device are not the Customer's own in the event that the Customer has activated such authentication method on the device and on the Mobile Banking app.
- 5.8.10 If the Customer knows or suspects that someone else knows the Customer's security details, or has used or tried to use them, or if the Customer's mobile device is lost or stolen the Customer must tell the Bank without delay by calling the Bank on such number as the Bank specify from time to time.
- 5.8.11 Upon termination of the Mobile Banking app services for any reason, the Customer must remove the Mobile Banking app from the Customer's mobile device.
- 5.8.12 The Customer must delete the Mobile Banking app from the Customer's mobile device if the Customer changes the Customer's mobile device or dispose of it.



5.8.13 If the Mobile Banking app has been terminated or suspended for any reason, and if Online Banking is still available to the Customer, the Customer will need to apply to the Bank for a new Security Device as a replacement of Mobile Security Key in order to continue accessing full services of Online Banking.

## **5.9 Variation**

5.9.1 The Bank has the right to vary the Mobile Banking Terms and Conditions from time to time.

5.9.2 The Bank will give the Customer prior notice in a manner the Bank considers appropriate, including by post, by email, by secure e-message, or by placing details of the change within Online Banking. The Customer will be bound by a variation if the Bank does not receive notice from the Customer to terminate the Mobile Banking app services with effect before the date on which that variation takes effect.

## **5.10 Amendments**

5.10.1 The Bank may revise the Mobile Banking Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time.

5.10.2 Any revision and/or addition to the Mobile Banking Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer which may be given by posting it on the Bank's Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer if the Customer continues to maintain or use the Mobile Banking Services on or after the effective date of variation.

## **5.11 Severability**

5.11.1 Each of the provisions of the Mobile Banking Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## **5.12 Waiver**

5.12.1 No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Mobile Banking Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Mobile Banking Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

## **5.13 Miscellaneous**

5.13.1 Unless the context otherwise requires, "**person**" includes an individual, firm, company, corporation and an unincorporated body of persons.

## **5.14 Governing law and jurisdiction**

- 5.14.1 The Mobile Banking services and the Mobile Banking Terms and Conditions shall be governed by and construed in accordance with the laws of Republic of Kazakhstan and rules and regulations in AIFC.
- 5.14.2 Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Courts of AIFC and arbitration in AIFC but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

## **PART 6**

### **COMPLAINT**

#### **6.1 Responsibility**

6.1.1 The Bank treats all customer complaints seriously and treasures the opportunity that such complaints give rise to identify areas for improvement, to validate compliance of the Bank's policies and guidelines, to respond to and resolve dissatisfaction, and to strengthen the relationship between the Bank and its customer. The Bank would continuously improve its products and services in order to enhance customer experience.

#### **6.2 Confidentiality**

6.2.1 All complaint information would be treated as confidential and handled on a need-to-know basis.

## **PART 7**

### **ANTI-MONEY LAUNDERING**

#### **7.1 General requirements**

7.1.1 The Bank, when carrying out its activities, is obliged to comply with the requirements of the Law of the Republic of Kazakhstan "On counteracting the legalization (laundering) of proceeds from crime and the financing of terrorism" and the Bank's internal documents regulating the procedure for counteracting the legalization (laundering) of proceeds from crime and financing terrorism, for which the right:

- 1) demand from the client any documents and (or) information that, in the opinion of the Bank, are necessary for the provision of banking services to the client, including transfer of these documents and information to third parties (not limited to correspondent banks, subjects of financial monitoring), if this is required for provision of banking services to the client;
- 2) introduce certain requirements, prohibitions and restrictions on transactions carried out by clients, arising from the internal processes of the Bank, the requirements of the legislation of the Republic of Kazakhstan and other countries, recommendations of international organizations.

7.1.2 Bank has the right to unilaterally suspend, refuse to conduct any operation that is carried out through the Bank's service channels, with the participation of the Bank and (or) its customers, as well as from entering into business relations, execution and (or) continuation of previously concluded agreements, in case:

- 1) provided for by the legislation of the Republic of Kazakhstan, including, but not limited to, the Law of the Republic of Kazakhstan "On counteracting the legalization (laundering) of proceeds from crime and the financing of terrorism" and the Law of the Republic of Kazakhstan "On payments and payment systems", as well as when in relation to the client, his representative or beneficial owner there is information about their participation in extremist and terrorist activities, being owned or controlled by such organizations and persons, or acting at the direction of such organizations;
- 2) if the Bank believes that they are violated, the requirements may be violated:
  - agreements concluded with the Bank;
  - legislation of the Republic of Kazakhstan and foreign states affecting the activities of the Bank and in whose territory any participant of the transaction conducted by the Bank and its client or counterparty is registered, located or temporarily located;
  - internal procedures and conditions of the Bank, which are public, and of the correspondent bank.
- 3) there are suspicions that business relations are used by the client for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism
- 4) the presence of sanctions in accordance with the jurisdiction of any country, international organization, the effect of which applies to the Bank and its client or counterparty (including, but not limited to, related to the type of operation, the country of registration and (or) location of the client or counterparty and its officers, shareholders/participants, beneficial owners, subsidiaries and associates, as well as payments made to these countries, to these persons or from these countries, from these persons);
- 5) the Bank has suspicions that the operations of the client or counterparty related to the activities of the financial (investment) pyramid are carried out in its interests (not limited to crediting to its account and (or) withdrawing money from

its accounts), and are also directed to financing activities of the pyramid or advertising its activities

- 6) failure by the client to provide information or documents necessary to identify the client in order to comply with the requirements of the Bank's internal documents, the Law of the Republic of Kazakhstan "On combating the legalization (laundering) of proceeds from crime and the financing of terrorism", the US Law "On tax control of foreign accounts" ( Foreign account Tax Compliance Act - FATCA), as well as other laws or regulations of the Republic of Kazakhstan and other countries.
- 7) presence of legal risk, risk of loss of reputation, other negative factors and possible consequences for the Bank.

7.1.3 In case of unilateral termination of the agreement (business relationship), the Bank notifies the client or counterparty of such termination at least two days before (unless the agreements concluded between the Bank and the client or counterparty) before the expected date of termination of the agreement (business relationship) sending a corresponding notification to the client or counterparty. In case of refusal to conduct a transaction, a notification is sent to the client or counterparty in the manner and terms specified by the Bank's internal documents, agreements (including public ones) concluded by the Bank with these persons.

7.1.4 The client or counterparty assumes the risks and all consequences (including losses and lost profits) that may arise in connection with the restrictions and prohibitions established by:

- 1) state bodies, the Bank, its correspondent banks, interbank money transfer systems, other payment systems and electronic money systems, their operators, other persons whose participation is necessary for the operation;
- 2) the laws of foreign countries affecting the activities of the Bank and in whose territory any participant, bank-participant of the transaction conducted by the Bank (or with its participation) and its client or counterparty is located or temporarily located;
- 3) sanctions in accordance with the jurisdiction of any country, international organization, which apply to the Bank, the client or counterparty and its operations (including, but not limited to, related to the type of operation, the country of registration and (or) location of the client or counterparty and its officers, shareholders or members, beneficial owners, subsidiaries and associates, as well as payments made to these countries or to these persons or from these countries, or from these persons, through these persons) made by the Bank or through the Bank, and also through the channels of the Bank.

The Bank is not responsible for these risks and consequences (including losses and lost profits). This requirement also applies to cases related to the activities of financial (investment) pyramid schemes, investigations or other measures in terms of operations carried out by state bodies of foreign states, as well as to penalties, fines, and other consequences caused by these events.

7.1.5 The Bank is not responsible for termination of the agreement, refusal to conduct, as well as suspension of any operations in accordance with this chapter.

## **PART 8**

### **AMBIGUITY BETWEEN CHINESE AND ENGLISH VERSIONS**

#### 8.1 Ambiguity

8.1.1 In the event of any ambiguity between the Chinese and English versions, the English version shall prevail.

## Appendix

The following terms supplement Clause 1.28 and relate to the use, store, process, transfer and disclosure of Customer Information other than Personal Data. Terms used in this Appendix shall have the meanings set out in Clause 1.28 of these Terms and Conditions.

### USE OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA

The purposes for which Customer Information (other than Personal Data) may be used are as follows:

- (1) considering applications for Services;
- (2) approving, managing, administering or effecting Services or any transaction that the Customer requests or authorizes;
- (3) meeting Compliance Obligations including but not limited to assessing whether or not a solicitation or recommendation is reasonably suitable for the Customer;
- (4) conducting Financial Crime Risk Management Activity;
- (5) collecting any amounts due from the Customer and from those providing guarantee or security for the Customer's obligations;
- (6) conducting credit checks and obtaining or providing credit references;
- (7) enforcing or defending the Bank's or a member of the Bank's Group's rights;
- (8) meeting the internal operational requirements of the Bank or the Bank's Group (including without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes);
- (9) creating and maintaining the Bank's credit and risk related models;
- (10) ensuring the ongoing credit worthiness of the Customer and of those providing guarantee or security for the Customer's obligations;
- (11) marketing, designing, improving or promoting Services or related products to the Customer (and to Connected Persons to the extent permissible by Laws) and conducting market research;
- (12) determining the amount of indebtedness owed to or by the Customer and by those providing guarantee or security for the Customer's obligations;
- (13) complying with any obligations, requirements or arrangements that the Bank or any branch of the Bank or any member of the Bank's Group is expected to comply according to:
  - (i) any Laws or Compliance Obligations;
  - (ii) any codes, internal guidelines, guidelines or guidance given or issued by any Authorities;
  - (iii) any present or future contractual or other commitment with any Authorities with jurisdiction over all or any part of the Bank's Group; or
  - (iv) any agreement or treaty between Authorities;
- (14) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Bank's Group or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of Financial Crime;
- (15) meeting any obligations, demand or request from Authorities;

- (16) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (17) maintaining the Bank's Group's overall relationship with the Customer; and
- (18) any purposes relating or incidental to any of the above.

#### **SHARING AND TRANSFER OF CUSTOMER INFORMATION OTHER THAN PERSONAL DATA**

The Bank may (as necessary and appropriate for all or any of the Purposes) transfer, share, exchange and disclose any Customer Information (other than Personal Data) to all such persons as the Bank may consider necessary (wherever located) including without limitation:

- (a) any member of the Bank's Group;
- (b) any agents, contractors, sub-contractors, service providers, or associates of the Bank's Group (including their employees, directors and officers, agents, contractors, service providers and professional advisers);
- (c) any Authorities;
- (d) anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by the Bank or any member of the Bank's Group for the Customer);
- (e) any party acquiring an interest in or assuming risk in or in connection with the Services;
- (f) other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- (g) any party involved in any business transfer, disposal, merger or acquisition by the Bank or any member of the Bank's Group;
- (h) any third party fund manager providing the Customer with asset management services; and
- (i) any introducing broker to whom the Bank provides introductions or referrals.