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**Rules on general terms of operations for individuals**

**of JSC (Joint Stock Company) "Altyn Bank" SB (Subsidiary bank) of**

**China CITIC Bank Corporation Ltd**

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Approved by the decision of the Board of Directors  
Altyn Bank (DB China CITIC Bank Corporation Ltd)  
Minutes of the meeting dated March 31, 2021 No. 7

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## **Chapter 1. General provisions**

1. These Rules on general terms of operations for individuals hereinafter referred to as the "Rules" of Joint Stock Company (JSC) "Altyn Bank" (Subsidiary Bank Of China CITIC Bank Corporation Ltd) hereinafter referred to as the "Bank" were developed on the basis of and in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" and other legislative and regulatory legal acts of the Republic of Kazakhstan, the requirements of the Bank's Credit Policy, the Charter and internal regulatory documents hereinafter referred to as the "IRD" of the Bank. The Rules have been developed for the purpose of legal regulation of the operations conducted by the Bank as provided for by the Banking Legislation.

2. The Bank carries out banking activities in accordance with the license of the Bank.

3. The Rules contain the following information and procedures:

1) maximum amounts and terms of accepted deposits and granted loans;

2) maximum amount of remuneration rates on deposits and loans;

3) terms of remuneration on Deposits and Loans;

4) requirements for collateral accepted by the Bank;

5) maximum amount of rates and tariffs for conducting banking operations;

6) time limit for making a decision on the provision of banking services;

7) the procedure for considering requests from customers, arising in the provision of banking services;

8) rights and obligations of the Bank and Customers, and their responsibility;

9) regulation on the procedure for customer service.

4. The Rules contain other terms and conditions, requirements and restrictions that the Board of Directors of the Bank has found it necessary to include in the Rules.

5. The Rules establish general (standard) terms and conditions for the conduct operations conducted by the Bank for Individuals. The specific terms and conditions for conducting operations by the Bank on various types of banking operations and banking products are determined by other internal documents of the Bank, as well as agreements, applications concluded / submitted by Customers.

6. The Rules are public available information and cannot be the subject of bank or commercial confidentiality.

The Rules are posted on the Web site of the Bank: [www.altyn-i.kz](http://www.altyn-i.kz) and are provided upon the first request of the Customer.

7. In its activities, the Bank and its employees comply with the requirements of the civil, tax, banking legislation of the Republic of Kazakhstan, the legislation of the Republic of Kazakhstan on government regulation, control and monitoring of the financial market and financial institutions, the legislation of the Republic of Kazakhstan on currency regulation and currency control, on payments and payment systems, on provision of pensions, on the securities market, on accounting and financial reporting, on credit bureaus and the formation of credit histories, on collections, on compulsory insurance of deposits, on counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing, on joint stock companies, and other internal documents of the Bank.

8. The Bank is a member of the system of compulsory deposit insurance for individuals and acts on the basis of certificate No. 14 dated July 17, 2018 issued by an institution performing compulsory insurance of deposits. The amount of the guaranteed sum is determined in accordance with the Legislation of the Republic of Kazakhstan.

## **Chapter 2. Basic concepts and terms**

9. The following basic concepts and terms are used for the purposes of the Rules:

1) **The Bank** – is the JSC "Altyn Bank" (SB China CITIC Bank Corporation Ltd), its branches / divisions / employees;

2) **The Financial Monitoring Agency of the Republic of Kazakhstan (hereinafter referred to as the "FMA")** - is a government body that carries out financial monitoring and takes other measures for counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing, financing the proliferation of weapons of mass destruction in accordance with the Legislation;

3) **Banking services** – are the conduction by the Bank of banking and other operations established by the Legislation;

4) **Internal regulatory document (hereinafter referred to as the "IRD")** – is a written document approved by the ACB / official of the Bank in accordance with the established procedure, that establishing, changing or terminating the obligatory standards (rules) of conduct, designed for multiple application and binding for participants of intrabank relations

when the performance of their functions / official duties;

5) **Deposit** – is the money transferred by the Customer to the Bank on the terms of their repayment in nominal terms, regardless of whether they should be returned on demand or after a certain period, in full or partially, with or without a pre-agreed margin (remuneration), directly to the Customer, or under instructions, they should be transferred to the third parties;

6) **Declaration of accession to the Package agreement (Declaration)** – is the written consent of the Customer to join the Package agreement and General Terms and Conditions and consent to service in "Private Banking";

7) **Agreement** - unless otherwise provided, is any of the agreements:

- Current account agreement of an individual;
- "Payment card" agreement;
- "Credit card" agreement for individuals;
- Deposit agreement;
- Loan agreement;
- Safe deposit box lease agreement;
- another agreement provided for by internal policies, standards and procedures of the

Bank, and concluded under the Package agreement, in the manner prescribed by the relevant General Terms and Conditions;

8) **Legislation** – is the current legislation of the Republic of Kazakhstan, as well as international treaties (agreements, conventions) ratified by the Republic of Kazakhstan in accordance with the established procedure;

9) **Loan** – is an amount of money issued by the Bank to the Customer on conditions of time, payment and repayment, and in some cases also means a loan on conditions of security in accordance with the terms of the Agreement;

10) **Application** – is the expression of the will of the Customer, authorizing the Bank to perform actions related to the establishment and / or implementation of legal relations for banking services, set out in written / electronic form;

11) **Customer** – is an individual who is a banking services user, or intends to use banking services;

12) **Convention** – is the Convention on Mutual Administrative Assistance in Tax Matters, ratified by the Law of the Republic of Kazakhstan dated December 26, 2014;

13) **Package agreement** – is an Agreement for a full package of banking services concluded between the Bank and the Customer, which includes General terms and conditions, Agreements, Applications, Declaration (for "Private Banking" Customers), Application form, any Applications duly filled in by the Customer, notifications sent by the Bank to the Customer, Agreements concluded with the Customer under the Package agreement, Security procedure, Regulations, as amended and supplemented, and any additional terms and conditions for the provision of Electronic Banking Services (e - banking) published / posted on the Web site of the Bank: [www.altyn-i.kz](http://www.altyn-i.kz);

14) **General terms and conditions** - unless otherwise provided, any of the General terms and conditions with a reference to the Package agreement and being its integral part, including:

- General terms and conditions for opening, maintaining and closing of current accounts of individuals, payment cards issuance, making payments and money transfers, settlement and cash services through the personal presence of the Customer in the Bank, as well as the procedure for opening an account and issuing payment cards through the Remote Access System in order to provide electronic banking services by the JSC Altyn Bank (SB China CITIC Bank Corporation Ltd);

- General terms and conditions for the provision of bank loans to individuals by the JSC Altyn Bank (SB China CITIC Bank Corporation Ltd);

- General terms and conditions for opening deposits and conditions for conducting operations on a condition (deposit) by the JSC Altyn Bank (SB China CITIC Bank Corporation Ltd);

- General terms and conditions for the issuance and use of payment cards of international payment systems of the JSC Altyn Bank (SB China CITIC Bank Corporation Ltd);

- General terms and conditions for lease safe deposit boxes by the JSC Altyn Bank (SB China CITIC Bank Corporation Ltd);

15) **OECD** – is the Organization for Economic Cooperation and Development;

16) **Business day** – is any day other than Saturday, Sunday and other national holidays in the Republic of Kazakhstan, when the Bank is open for banking operations, as well as for receiving and processing instructions / orders to suspend the execution of the Customer instructions;

17) **Remote access system – the "Altyn-i" service** – is the software and hardware information complex of the Bank, ensuring the provision of Electronic banking services by the Bank to the Customer;

18) **Tariffs** – are the current Bank fee established by the Bank and charged for banking and other services provided by the Bank (Standard in percentage and / or monetary terms or Special tariffs) which, unless otherwise provided by the Legislation, can be changed by the Bank in accordance with unilateral provisions, and placed on the official Web site of the Bank: [www.altyn-i.kz](http://www.altyn-i.kz). In the text of the Rules, the "Tariffs" are the tariffs in effect at the time of the corresponding operation, the provision of the corresponding service by the Bank to the Client;

19) **Authorized body** - the National Bank of the Republic of Kazakhstan and / or the Agency of the Republic of Kazakhstan for the monitoring and development of the financial market;

20) **Authorized collegial body (hereinafter referred to as the "ACB")** - the Board of Directors, a committee attached to the Board of Directors, the Management Board, a committee attached to the Management Board;

21) **FATCA (Foreign Account Tax Compliance Act)** - is a US federal law that obliges entities of the United States of America, including persons residing outside the United States of America, who have certain criteria, to report on their foreign financial accounts, and obliges foreign financial institutions to submit reports to the US Inland Revenue Service about its Customers that are the US person/entities;

22) **FATF** – is the Financial Action Task Force on Money Laundering;

23) **Private Banking** – is a structural subdivision of the Bank that provides a range of financial services through the private service system.

Other concepts and terms used in these Rules are used in the meaning enshrined in the Legislation and / or the IRD of the Bank;

10. For the information on the current rates and Tariffs for the products, services of the Bank, as well as additional information on the operations conducted by the Bank, on the conditions of operations, including those not covered by the Rules, the Customers of the Bank have the right to contact the Bank directly, the Branches of the Bank, call center of the Bank, or get the information posted on the Web site of the Bank: [www.altyn-i.kz](http://www.altyn-i.kz).

### **Chapter 3. Time limit for making a decision on the provision of banking services**

11. The Bank sets the time limit for considering the Application (if submitting the Application is necessary) and making a decision on the provision of banking services for each type of banking services (Annex No. 3 to the Rules), provided that the Customer provides a complete package of documents stipulated by the Legislation and IRD of the Bank.

12. In cases where the Bank requires additional inspection of documents and information submitted by the Customer, obtaining confirmation of information or approval from third parties or other officials and entities, and if the Customer requests the provision of non-standard banking service that require additional time for the inspection of the submitted documents, internal coordination and approval of the ACB of the Bank, and preparation of the necessary preliminary documents, the Bank has the right to set longer terms for consideration of the Application and making a decision on the provision of banking services, in accordance with the Annex No. 3 to the Rules, of which the Bank notifies the Customer in accordance with the procedure established in the Package agreement, and in the relevant General terms conditions and IRD of the Bank.

#### **Chapter 4. Maximum amount of rates and tariffs for conducting banking operations**

13. For conducting the operations, the Bank collects fee and remuneration from the Customers in accordance with the current Tariffs of the Bank, which are established by the Bank independently, taking into account the norms and restrictions of the Legislation.

14. Information on rates and Tariffs is kept up to date by the Bank, indicating the date of changes to the current rates and tariffs, the number of the internal document and indication of the body that adopted the changes.

15. The maximum rates and tariffs for banking operations are described in the Annex No. 2 to the Rules.

16. The Customer guarantees payment of the services provided by the Bank, and recovery of all costs incurred by the Bank in connection with its execution of the instructions / orders of the Customer, in the amount and on the terms and conditions stipulated by the Tariffs of the Bank in effect on the date the Bank provide the relevant service, unless otherwise established by the Current legislation. Payment for services is made either by bank transfer by account details, or through the Bank's cash desk in cash, or by direct debiting of the banking accounts of Customer in the Bank in accordance with the Package agreement, General terms and conditions.



## **Chapter 5. Maximum amounts and terms of accepted Deposits and granted Loans**

17. The Bank provides various lending / financing instruments on terms of repayment, urgency, payment in accordance with the procedure established by the Legislation and IRD of the Bank.

18. The maximum amount of the Loan for one Borrower is determined in accordance with the Legislation. The maximum amount and terms for Loans and Deposits are specified in the Annex No. 1 to the Rules.

19. The maximum amount of the accepted Deposits is determined by the Bank depending on the term and currency of the Deposits, other material terms of the transaction, as well as the Legislative requirements.

20. Detailed conditions for Deposits and Loans for the Client are established by the Bank in the relevant Agreements, General terms and conditions and / or Tariffs of the Bank.

## **Chapter 6. Maximum amount of remuneration rates on Deposits and Loans**

21. The rate of remuneration for the Loan, Deposit is determined in the Agreement in accordance with the terms and conditions approved by the ACB of the Bank. However, the limiting values (minimum and maximum limits) of the annual percentage rate of remuneration cannot be lower / higher than the amounts established in the Annex No. 1 to the Rules.

## **Chapter 7. Terms of accrual and payment of remuneration on Deposits and Loans**

### **7.1 Terms of accrual of remuneration on Deposits**

22. The annual effective rate of remuneration is calculated in accordance with the requirements established by the Legislation.

23. Remuneration for the Deposit is calculated from the date of receipt of the Deposit amount and subsequent additional contributions (if available) to the savings account, based on the term and amount of the Deposit, at the rate specified in the relevant Agreement.

24. Remuneration is calculated on a daily basis in the currency of the Deposit. The presence and frequency of capitalization of remuneration for each type of Deposit, as well as the procedure for payment of remuneration is reflected in the Agreement.

25. If the day on which the remuneration is to be accrued / paid is not a Business day, the remuneration is to be accrued / paid on the next Business day.

## **7.2 Terms of accrual of remuneration on Loans**

26. Remuneration on the Loan is accrued from the date of the Loan granting. The type of the rate remuneration and its amount for the Loans are specified in the Agreement.

## **Chapter 8. Requirements for collateral accepted by the Bank**

27. The repayment of Loans can be secured by a pledging, a guarantee, comfort letter and by other methods provided for by the Legislation and by the relevant Agreement.

28. Property that is not withdrawn from civil circulation and is not limited in circulation is accepted as a pledge. Real and personal property must be registered on the territory of the Republic of Kazakhstan, pledging property registered abroad is considered on an individual basis, in accordance with the Legislative requirements and requirements of the IRD of the Bank. The following general requirements (including, but not limited to, by the decision of the ACB of the Bank) are imposed on the property offered as security:

1) the property must be liquid, ensured by sufficient price stability and the current market situation for such property;

2) the property must be free from encumbrances, rights and claims of third parties, except when the ACB of the Bank decides to accept the property as a pledge in a manner of re-mortgage;

3) the mandatory presence of all title and technical certificates determined by the IRD of the Bank, necessary to determine the market value, collateral value or other value and registration the title of pledge on the property;

4) the security of the pledged property is ensured by the pledger. The Bank protects the pledged property, when necessary, in accordance with the Legislative requirements and the pledge agreement at the expense of the Bank or at the expense of the borrower / pledger;

5) if the rental (use) right of movable and immovable property is accepted as collateral, the rental (use) end date at the time the loan is granted must be 30 (thirty) percent later than its repayment date;

6) insurance of any type of property (except for plots of land) acting as collateral is carried out by the borrower (pledger), and is a mandatory condition of the Bank.

29. The types of property accepted and not accepted as collateral are determined in the Collateral banking policy.

30. The decision on the possibility (adivability) of accepting one or another security is

made by the ACB of the Bank.

## **Chapter 9. The procedure for considering requests from Customers, arising in the provision of banking services**

31. General requirements for the procedure for considering requests from Customers, arising in the provision of banking services, as well as the rights and obligations of Customers and the Bank are governed by the Legislation and by the IRD of the Bank.

32. Applications submitted to the Bank in accordance with the procedure established by the Legislation and complying with the Legislative requirements must be received, registered and recorded in accordance with the IRD of the Bank. Methods for receiving requests / complaints from Customers.

Requests from Customers can be received:

- 1) Orally or in writing form when a Customer contacts the Branch / Department of the Bank or the head office of the Bank;
- 2) Oral applications received by phone at the Retail Customer Service Department (hereinafter referred to as the "RKSD"). In this case, a telephone conversation with the Customer is recorded with a Customer notifying about the recording of the conversation at the beginning of the conversation;
- 3) In writing form, when the Bank receives a message by e-mail and / or a file attached to the message with or without the signature of a Customer, to the address: [retail.service@altynbank.kz](mailto:retail.service@altynbank.kz), [info@altyn-i.kz](mailto:info@altyn-i.kz), [status@altynbank.kz](mailto:status@altynbank.kz), [collections@altynbank](mailto:collections@altynbank.kz), [info@altynbank.kz](mailto:info@altynbank.kz);
- 4) In writing form, when the Bank receives a letter by postal communication to the legal address of the Bank;
- 5) In writing form, upon receipt by the Bank of a message sent by a Customer through the "Altyn-i" Service;
- 6) In writing form through the web - resources of the official pages of the Bank (Facebook, Instagram);
- 7) In writing form, upon receipt of a request from the Authorized Body with a requirement to provide a response to the Application / Complaint submitted by the Customer to the Authorized Body;

8) Orally or in writing form under a meeting of employees of the Troubled Loans Department with a customer at the office unit of the Bank;

33. A written request must be signed by an individual or by its authorized person and contain the following information:

1) the Full Name (the last name, first name, patronymic) of the Customer, bank account number (if available), contact telephone number of the Customer, individual identification number (if available), correspondence address;

2) the subject of the application (the essence and details of the application);

3) surname, name, and signature of the authorized person who accepted the application.

34. The response to the received application is submitted by the Bank in accordance with the Legislative requirements and in accordance with the requirements of the IRD of the Bank within 15 (fifteen) calendar days from the date of receipt of the application. If it is necessary to collect additional information to provide a response, the Bank may extend the period for consideration of the application for no more than 30 (thirty) calendar days, about which the Customer is informed within 3 (three) calendar days from the date of the extension of the consideration period.

35. If the information provided in the application is insufficient, the Bank has the right to request the Customer additional information / documents.

36. The procedure and terms for consideration of Applications, Requests of Customers on transactions related to servicing payment cards are governed by the relevant IRD of the Bank, the Package agreement, and the General terms and conditions.

37. Applications for which it is impossible to establish the authorship, no signature, including no electronic digital signature, no contact information and postal address of the applicant, and other information that allows establishing the authorship, are recognized as anonymous and are accepted for information, without feedback and notifying the Customer about results of consideration. In this case the term of execution is not indicated. If an anonymous application contains information about upcoming or committed crimes or about a threat to the safety of the employees of the Bank, as well as information on legalisation (money laundering), and terrorist financing, such requests are subject to immediate redirection to the specialized division of the Bank in accordance with their responsibility.

Anonymous requests from Customers are registered in accordance with the IRD of the Bank.

38. The Bank ensures an objective, comprehensive and timely consideration of applications from individuals, informs Customers about the results of consideration of their applications and the measures taken.

39. A written response to the Customer on the results of consideration of the application is provided in the state language or the language of the application and contains motivated and reasonable arguments for each request, demand, petition, recommendation and other issue set forth by the Customer with reference to the relevant Legislative requirements, requirements of the IRD of the Bank, agreements related to the issue under consideration, as well as to the factual circumstances of the issue under consideration with an explanation of its right to appeal the decision.

40. The response to an oral request is provided orally. Phone calls of Customer are registered. Oral applications are considered immediately and if possible, the response to the oral application of the Customer is provided immediately.

#### **Chapter 10. Regulation on the procedure for Customer service**

41. The procedure for interaction with Customer regarding the provision of banking services is described in the Package agreement, as well as in the relevant General terms and conditions and the IRD of the Bank.

42. The terms for consideration of applications for the provision of banking services for each type of banking services are specified in the Annex No. 3 to the Rules.

43. The Bank has the right to refuse to conclude and / or to terminate the Agreement unilaterally, as well as to refuse to deliver / provide a banking service (product) in the following cases and under the following conditions:

- failure by the Customer and / or its representative to submit the documents requested by the Bank in accordance with the Legislation and IRD of the Bank;
- submission by the Customer and / or its representative of invalid (lost, expired) or inaccurate documents and information;
- impossibility to establish the intended purpose and nature of the business relationship;
- availability of the Customer and / or its representative knowledge in the MFA list, the list of persons with negative business reputation posted on the web portal of the National Bank of the Republic of Kazakhstan, and in the internal Stop-list of the Bank;

- if one part / participant in the operation / transaction or transaction obligation is a person registered / located in a country with significant risks of money laundering / terrorist financing, determined by an international organization or a foreign state (OFAC (Office of Foreign Assets Control), FATF (Financial Action Task Force), UN (United Nations Organizations) lists), or if in the performance of this the operation / transaction is involved by such a person;
- if the bank document is signed not by the Customer (and / or an unauthorized person of the Customer) and / or the specimen signature and seal imprint do not correspond to the data from the document with specimens of signatures and seal imprint available at the Bank;
- suspicions that the business relationship may be used by the Customer for the purpose of legalizing (laundering) proceeds from crime, and terrorist financing;
- in other cases, stipulated by the Legislation, Agreements concluded with the Customer.

44. If any questions and suggestions, Customers can contact the Bank in any way convenient for them:

- by contacting the branch / department of the Bank;
- by oral telephone calls to the Call Center of the Bank (telephone conversations with the Customer is recorded with a Customer notifying about the recording of the conversation at the beginning of the conversation);
- by e-mail, as well as by postal communication or by means of a system of remote electronic banking services (e - banking);
- by the official pages of the Bank in social networks;
- by online chat;
- by video call;
- by paper form;
- by the Web site of the Bank: [www.altyn-i.kz](http://www.altyn-i.kz);
- in the personal account of the "Altyn-i" Service.

## **Chapter 11. Rights and obligations of the Bank and Customers, and their responsibility**

45. The Bank and the Customers have the rights, obligations and responsibilities in accordance with the Legislation and the terms and conditions of the Agreements concluded between the Bank and the Customers.

46. Agreements between the Bank and the Customers are concluded according to the

forms of Agreements developed and approved by the ACB of the Bank.

47. The Bank and the Customers are obliged to comply with the terms and conditions of the Agreements under which banking services are provided, to fulfill the obligations imposed on them by the terms and conditions of such Agreements.

48. The Bank and the Clients are responsible for non-fulfillment or improper fulfillment of obligations stipulated by the Agreements, as provided for by the Legislation and the terms and conditions of the respective Agreements.

49. The Bank complies with the requirements for counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing, and has the right to impose certain requirements, prohibitions and restrictions on the operations carried out by the Customers, provided for by the Legislation and the IRD of the Bank.

50. When carrying out foreign exchange operations of Customers, including on instructions from Customers, the Bank, as the foreign exchange control agent, is obliged to monitor compliance with the requirements of the foreign exchange legislation of the Republic of Kazakhstan, as well as to report the facts of violations of foreign exchange legislation committed by the Customers to the National Bank of the Republic of Kazakhstan, other currency regulation authorities, and law-enforcement agencies in accordance with the mandate established by the laws of the Republic of Kazakhstan.

51. Residents and non-residents carrying out foreign exchange operations are obliged to provide the authorities and foreign exchange control agents with all requested documents and information on their foreign exchange operations, they must indicate the purpose of payments and money transfers for foreign exchange operations, as well as submit documents confirming the specified purposes of payments and money transfers in order to fulfill the requirements established by the Legislation.

52. The Bank takes measures to due diligence of its Customers (its representatives) and beneficial owners before establishing business relations in accordance with the IRD of the Bank.

53. The Bank has the right to require the Customer (its representative) to submit information and documents necessary to identify the Customer (its representative), identify the beneficial owner, as well as to provide information on tax residency, type of activity and source of financing for operations, documents related to conducting operations subject to the

written consent of the Customer to the collection and processing of personal data in accordance with the Legislation.

54. The Bank has the right to refuse to establish business relations with any individual, to refuse to conduct the operation of the Customer with money and (or) other property, if such refusal is due to one (or several) of the following circumstances:

1) The action of international economic sanctions against countries, individuals and legal entities specified in the OFAC (Office of Foreign Assets Control) list, the UN Security Council, as well as sanctions established by the European Union and the inter-governmental organization FATF (Financial Action Task Force), the list of persons with a negative business reputation posted on the web portal of the National Bank of the Republic of Kazakhstan, the internal Stop-list of the Bank;

2) The Legislation requirements, including the requirements of the legislation of the Republic of Kazakhstan on counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing, of the residence country of the Customer or its counterparty;

3) In case of suspicion that the business relationship may be used by the customer for the purpose of legalisation (money laundering) of proceeds from crime, and terrorist financing;

4) By requirements of the internal regulatory documents of the Bank.

Refusal to conduct, as well as suspension of operations with money and (or) other property in accordance with the Law of the Republic of Kazakhstan "On counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing" were not reasons for civil liability of the Bank for violation the terms and conditions of the relevant agreements (obligations).

At the same time, the Bank shall not be liable for the Customer's losses caused by the refusal of the Bank, the correspondent bank of the Bank participating in the operation, to execute or terminate the execution of the payment instructions of the Customer and / or withholding the money of the Customer by the correspondent bank of the Bank in connection with the implementation of the legislation of the Republic of Kazakhstan and international rules on counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing.

If the information, intelligence and documents are submitted to the MFA in accordance



with the legislation of the Republic of Kazakhstan on counter-acting legalisation (money laundering) of proceeds from crime, and terrorist financing, the Bank and its officials are not liable under the laws of the Republic of Kazakhstan, as well as civil law agreement.

55. Customers (its representatives) are obliged to provide the Bank with information and documents necessary for the performance of their duties stipulated by the Legislation, including the information on beneficial owners.

56. The Bank refuses the customer to establish business relations if it is impossible to take the following measures to identify the customer (representative):

- recording the necessary information to identify an individual;
- identification of the intended purpose and nature of the business relationship.

57. The Bank refuses the customer to conduct operations with money and (or) other property if it is impossible to take measures to check the accuracy and updates of information on the customer (its representative).

58. In accordance with the current legislation, the Bank has the right, to suspend operations with money and (or) other property, as well as to terminate business relations with the customer if there is information about the customer and / or its representative in the MFA list, the list of persons with a negative business reputation, posted on the web portal of the National Bank of the Republic of Kazakhstan, and in the internal Stop-list of the Bank, as well as in case of suspicions that the business relationship is used by the customer for the purpose of legalisation (money laundering) of proceeds from crime, and terrorist financing.

59. The Bank has the right to terminate business relations with the Customer in the following cases:

- in the case of a suspicion that the business relationship is being used by the Customer for the purpose of legalisation (money laundering) of proceeds from crime, and terrorist financing, in the course of studying the operations conducted by the Customer;
- in the case of repeated refusals to conduct debit operations on the bank account or suspension of all operations on the bank accounts of the Customer;
- if it is impossible to take measures to check the accuracy and update information on the Customer (its representative) and the beneficial owner, as well as in the case of suspicion that the business relationship is used by the Customer for the purpose of legalisation (money

laundering) of proceeds from crime, and terrorist financing, in the course of studying the operations conducted by the Customer;

- in cases stipulated by the terms and conditions of the concluded Agreements, General terms and conditions, Package agreements and the Legislation.

60. The Bank is obliged to take measures to freeze operations with money and (or) other property, to freeze the accounts with the Bank of the Customer in cases established by the Legislation and IRD of the Bank.

61. The Bank has the right to take any actions that do not contradict the Legislation to protect its own rights and interests, restricted or violated as a result of non-fulfillment or improper fulfillment by the Customer of obligations under agreements (contracts), without prior notice to the Customer. In this case, the Customer pays all related expenses of the Bank, including, but not limited to, administrative expenses, judicial expenses and legal expenses.

## **Chapter 12. On the fulfillment of the Foreign Account Tax Compliance Act of the United States of America requirements and on the Convention on Mutual Administrative Assistance in Tax Matters, ratified by the Law of the Republic of Kazakhstan dated December 26, 2014**

62. In accordance with the requirements of the United States of America Foreign Accounts Tax Control Act, the Bank is a financial institution subject to the requirements and sanctions established by the FATCA.

63. In order to comply with the requirements of the Convention on Mutual Administrative Assistance in Tax Matters, ratified by the Law of the Republic of Kazakhstan dated December 26, 2014, the Bank collects information on non-resident individuals who are accountable to the OECD.

64. In accordance with the FATCA requirements and the Convention, the Bank, prior to establishing business relations with the Customer, carries out identification procedures in order to determine whether the Customer belongs to taxpayers of the United States of America (hereinafter referred to as the "USA") and to identify the "accountable person of the OECD" status by the FATCA Questionnaire / Self-Certification Form of the OECD completed by the Customer, recording and analyzing the information provided by the Customer, as well as conducting due diligence procedures for current Customers.

65. The Bank identifies individuals who are the USA / OECD taxpayers based on internal procedures approved by the ACB of the Bank.

66. The Bank collects additional documents from the Customers, individuals who are taxpayers of the USA / OECD. Information on the Customers who are the USA / OECD taxpayers (Full Name (surname, name, patronymic) (if applicable), address, the USA / OECD tax identification number (TIN), balances and account movements) are annually sent to the authorized body in accordance with the Code of the Republic of Kazakhstan "On taxes and other obligatory payments to the budget".

67. In order to comply with the requirements of the FATCA / Convention, the Bank has the right to refuse to establish business (contractual) relations or terminate business (contractual) relations with the Customer in the cases established by the IRD of the Bank.

### **Chapter 13. Miscellaneous**

68. The Rules enter into force from the moment they are approved by the Board of Directors of the Bank and will be considered valid until they are replaced by the updated Rules, or they are officially declared invalid by a decision of the Board of Directors of the Bank.

69. If, as a result of amendments in the Legislation, particular provisions of the Rules come into conflict with the Legislation, these provisions automatically becomes invalid without conforming amendments to the Rules. If one of the provisions of the Rules becomes invalid, this does not affect the remaining provisions. The invalid provision is replaced by a legally permissible and governing the relevant relationship provision.

**Maximum remuneration amount, terms and rates on Deposits and Loans.**

1.1 minimum and maximum for the amount of accepted deposits:

- KZT: min – KZT 1000, max – without restrictions
- USD: min – USD 10, max – without restrictions
- GBP: min – GBP 10, max – without restrictions
- EUR: min – EUR 10, max – without restrictions
- RUB: min – RUB 1000, max – without restrictions
- CNY: min – CNY -10, max – without restrictions

1.2 minimum and maximum limits for the terms of accepted deposits:

- KZT: min – "overnight", max – 18 years old
- USD: min – "overnight", max – 18 years old
- GBP: min – "overnight", max – 18 years old
- EUR: min – "overnight", max – 18 years old
- RUB: min – "overnight", max – 18 years old
- CNY: min – "overnight", max – 18 years old

1.3 Limit minimum and maximum limits of remuneration rates on accepted deposits with accrual of remuneration:

- min - 0%, max - within the limits established by the Kazakhstan Deposit Insurance Fund of the maximum remuneration rates on newly attracted deposits of individuals in tenge (KZT) and foreign currency.

1.4 minimum and maximum limits for the amount of granted Loans:

- KZT: min – KZT 1000, max – by agreement with the Customer
- USD: min – USD 100, max – by agreement with the Customer
- GBP: min – GBP 100, max – by agreement with the Customer

- EUR: min – EUR 100, max – by agreement with the Customer
- RUB: min – RUB 1000, max – by agreement with the Customer

1.5 minimum and maximum limits for the terms of granted Loans:

- KZT: min – "overnight", max – 25 years old
- USD: min – "overnight", max – 25 years old
- GBP: min – "overnight", max – 25 years old
- EUR: min – "overnight", max – 25 years old
- RUB: min – "overnight", max – 25 years old

1.6 Limit minimum and maximum limits of remuneration rates \* of granted Loans

- KZT: min – 0%, max – 56%
- USD: min – 0%, max – 56%
- GBP: min – 0%, max – 56%
- EUR: min – 0%, max – 56%
- RUB: min – 0%, max – 56%

\* AFRR (annual effective rate of remuneration) not more than established by the Legislation.

The aforementioned remuneration rates, terms and amounts are limits and are not applicable to the specific operations. The Bank, within the specified limits, independently, depending on specific conditions and factors (the Customer's creditworthiness, the current situation in the markets, etc.), sets the amounts, terms and remuneration rates that it can offer to the Customer.

To the Rules on general terms of  
operations for individuals

### Limiting amount of rates and tariffs for conducting banking operations

<b>1.</b>	<b>General tariffs</b>	
<b>1.1.</b>	<b>Opening, closing and maintaining of bank accounts</b>	
	Opening a current account	0 – 500 000 tenge (KZT)
	Maintainance of a current account	0 – 500 000 tenge
	Maintenance of a dormant current account	0 – 500 000 tenge
	Maintenance of current account / accounts on the basis of a power of attorney	0 – 500 000 tenge
	Current account closing fee	0 – 500 000 tenge
	Account / card replenishment	0 – 10% of the amount credited and / or 0 – 500 000 tenge
	Cash withdrawal	0 – 10% of the withdrawal amount and 0 – 500 000 tenge
	Service fee (Processing of payment documents when paying for utilities, telecommunications services and other services)	0 – 10% of the payment amount and / or 0 – 500 000 tenge
	Maintenance of the current account (with connection to the SMS-notifications service)	0 – 500 000 tenge
	Push / SMS notification service	0 – 500 000 tenge
	Service package maintenance	0 – 500 000 tenge
<b>1.2.</b>	<b>Payment (debit / credit) cards</b>	
	Primary / additional card maintenance	0 –150 000 tenge
	Issue / re-issue of a primary / additional card	0 –150 000 tenge
	Emergency issue / re-issue of a primary / additional card	0 – 150 000 tenge
	Change PIN / Reset PIN counter	0 – 50 000 tenge

	Change of daily limits and restrictions on payment cards	0 – 50 000 tenge
	Cash withdrawals at ATM (automatic teller machine) / POS (point of sale) terminals	0 – 10% of the withdrawal amount and / or 0 – 500 000 tenge
	Balance inquiry at ATMs	0 - 50 000 tenge
	Advice slip request (last 10 transactions) via ATMs	0 - 50 000 tenge
	Fee for wire transfer (POS / Internet, etc.)	0 – 10% of the purchase amount and / or 0 – 150 000 tenge
	Card blocking	0 – 50 000 tenge
	Person-to- person transfers	0 – 20% of the amount credited and / or 0 – 500 000 tenge
	Card closing	0 – 500 000 tenge
	Increase / decrease the credit limit	0 – 20% from the credit limit amount and / or 0 – 500 000 tenge
<b>1.3.</b>	<b>Transfers / Payments</b>	
	Intrabank transfer between customer accounts with the Bank	0 – 500 000 tenge
	Outgoing payments and transfers in tenge (KZT)	0 – 500 000 tenge
	Outgoing payments and transfers in foreign currency, fee at the expense of the beneficiary (receiver) (BEN (beneficiary) / SHA (share))	0 – 20% of the amount credited and / or 0 – 500 000 tenge
	Outgoing payments and transfers in foreign currency, fee at the expense of the sender (OUR)	0 – 20% of the amount credited and / or 0 – 500 000 tenge
	Outgoing payments and transfers in foreign currency, guarantee payment (OUR OUR)	0 – 20% of the amount credited and / or 0 – 500 000 tenge

	Incoming payments and transfers in native currency	0 – 20% of the amount credited and / or 0 – 500 000 tenge
	Incoming payments and transfers in foreign currency	0 – 20% of the amount credited and / or 0 – 500 000 tenge
	Any change / cancellation / adjustment of a payment or transaction at the request of the client	0 - 20% of the amount credited and / or 0 – 500 000 tenge
	Chargeback of incoming international payment	0 - 20% of the amount credited and / or 0 – 500 000 tenge
	Prescription of a standing order of the Customer	0 – 500 000 tenge
	Transfers without opening an account	According to the tariffs of the payment system
	Provision of confirmation of payment transfer (SWIFT (Society for Worldwide Interbank Financial Telecommunications) transfer)	0 – 500 000 tenge
<b>1.4.</b>	<b>Statements / Certificates</b>	
	Account statement on the customer request in hard copy /in electronic form	0 – 500 000 tenge
	Certificate of confirmation of the balance and / or the presence of an account / accounts in hard copy / in electronic form	0 – 500 000 tenge
	Certificate with the decryption and / or confirmation of the card transaction (date, ATM number, transaction time, authorization code)	0 – 500 000 tenge
	Certificate of loan debt in hard copy / in electronic form	0 – 500 000 tenge
<b>1.5.</b>	<b>Other services</b>	
	Forwards	according to the agreed forward rate



	Acceptance of non-payment and doubtful banknotes for collection, replacement of non-payment and doubtful banknotes with payment banknotes	0-20% of the nominal value of the presented banknotes
	Exchange / enlargement of banknotes sum of one denomination for another	0 – 500 000 tenge
	Courier services (within Kazakhstan / international) when sending originals of documents, statements, certificates, payment card / PIN-code / within Kazakhstan or outside	in accordance with the rates for courier services, postal services
	Advisory services on financial matters	0 – 500 000 tenge
<b>2.</b>	<b>Loans</b>	
	Loan fee. Note: Fee is charged in case of granting a Loan	0 – 20% of the loan amount for a loan;
	Fee for consideration of an application and documents for Loan	0 - 500 000 tenge for consideration of an application and documents for a loan;
	Fee for changing the terms and conditions of the loan granted: repayment schedule; loan currency; remuneration rate; loan repayment methods;	0 – 20% of the amount of the unpaid principal balance and / or 0 – 500 000 tenge
	Fee for consideration of issues on: changing conditions related to the borrower (co-borrower), waranter (surety) at the initiative of the borrower (co-borrower), waranter (surety); changing the conditions of encumbrance of the subject of the pledge, as well as when replacing the subject of the pledge; replacement of the pledger; issuing, at the request of the customer, of documents of title to the subject of the pledge, contained in the customer's credit profile; issuing, at the request of a customer, a certificate of consent to registration (deregistration) at the place of residence of an individual, to legalize architectural	0 – 20% of the amount of the unpaid principal balance and / or 0 – 500 000 tenge

	replanting, buildings, additional buildings on the territory of collateral; related to the provision of services for registration of ownership and (or) the title of pledge on the property put into operation when the pledger was changed; related to the provision of services for changing the purposiveness of immovable property, dividing land plots into shares; on issuing, at the request of the customer, a certificate of permission to replace the registration number of a vehicle, which is a collateral, to reissue a certificate of registration of a vehicle, to restore lost documents on a vehicle;				
	Fee for issuing, at the request of the customer, a certificate of outstanding loan debt				0 – 20% of the amount of the unpaid principal balance and / or 0 – 500 000 tenge
	Commission for partial / full / early loan repayment				0 - 20% of the amount of the unpaid principal balance and / or 0 - 500 000 tenge
<b>3.</b>	<b>Safe deposit box operations</b>				
	<b>Name of the operation</b>	Small safe (125 mm high)	Medium safe (175 mm high)	Large safe (300 mm high)	Large-"Grand" safe (475 mm high)
	Safe deposit box lease, prolongation of lease:				
	- 1 day	0 – 1000 tenge	0 – 3000 tenge	0 – 5000 tenge	0 – 10 000 tenge
	- 1 month	0 - 10 000 tenge	0 - 15 000 tenge	0 - 20 000 tenge	0 - 30 000 tenge
	- 3 months	0 - 25 000 tenge	0 - 30 000 tenge	0 - 35 000 tenge	0 - 40 000 tenge
	- 6 months	0 - 40 000 tenge	0 - 45 000 tenge	0 - 50 000 tenge	0 - 60 000 tenge
	- 9 months	0 - 60 000 tenge	0 - 65 000 tenge	0 - 70 000 tenge	0 - 90 000 tenge

	- 12 months	0 -100 000 tenge	0 -110 000 tenge	0 -120 000 tenge	0 -150 000 tenge
	Replacement of the lock in case of loss / defect / damage to the lock / keys due to the fault of the Customer	0 – 30 000 tenge	0 – 30 000 tenge	0 – 30 000 tenge	0 – 30 000 tenge
	Responsible safekeeping of the property of the Customer in the storeroom of the Bank during forced opening of the safe	0 – 2000 tenge for each day of safekeeping	0 – 2000 tenge for each day of safekeeping	0 – 2000 tenge for each day of safekeeping	0 – 2000 tenge for each day of safekeeping
	Opening of the safe deposit box (including VAT (value added tax))	0 – 30 000 tenge	0 – 30 000 tenge	0 – 30 000 tenge	0 – 30 000 tenge

To the Rules on general terms of  
operations for individuals

**Time limit for making a decision on the provision of banking services**

Type of service	Time limit
Loan services	
Making a decision on the provision of a loan product	Within 30 business days
Revision of the conditions of the granted Loan	Within 15 business days
Revision of the conditions related to the borrower (co-borrower), warranter (surety) at the initiative of the borrower (co-borrower), warranter (surety), as well as the subject of the pledge for the Loan	Within 15 business days
Full / partial early loan repayment	Within 10 business days
Issuance, at the request of a customer, a certificate of consent to registration (deregistration) at the place of residence of an individual, to legalize architectural replanning, buildings, additional buildings on the territory of collateral	Within 10 business days
Issuance of duplicate documents	Within 10 business days
Issuance of copy of documents (without notarial certification)	Within 10 business days
Issuance of a letter at the request of the customer to release the pledge from the encumbrance	Within 10 business days
Issuance at the request of the customer of originals / notarized copies of title certificates for pledged property, agreements and additional agreements	Within 10 business days
<b>Accounts / cards</b>	
Opening a current account	Within 3 business days
Closing a current account	Within 10 business days

Opening of a deposit	Within 3 business days
Closing of a deposit	Within 5 business days
Issue / reissue of a debit / credit card	Within 3 business days
Closing of a debit / credit card	Within 45 calendar days
<b>Cash operations</b>	
Cash deposition	Within 1 business day
Cash withdrawal	By prior request up to 3 business days
<b>Transfers / Payments</b>	
Intrabank transfer between customer accounts with the Bank	Within 1 business day
Conversion, conversion between customer accounts with the Bank	Within 1 business day
Outgoing payments and transfers in native currency	Within 1 business day
Outgoing payments and transfers in foreign currency	Within 3 business days
Prescription of a standing order of the Customer	Within 3 business days
Incoming payments and transfers in native currency	Within 1 business day
Incoming payments and transfers in foreign currency	Within 3 business days
Chargeback of incoming international payment with incorrect details	Within 7 business days
Execution of any change / cancellation / adjustment of payment or transaction at the request of the customer	Within 3 business days
Debit / credit card transfers	Within 3 business days
Transfers without opening an account	Within 3 business days
Confirmation of payment transfer by SWIFT system	Within 10 business days
<b>Statements</b>	
Account statement - on the customer request	Within 3 business days
Certificate of confirmation of the balance and / or the presence of an account / accounts	Within 3 business days

Certificate with the decryption and / or confirmation of the card transaction (date, ATM number, transaction time, authorization code)	Within 3 business days
Certificate of loan debt	Within 3 business days
Courier services when sending a payment card, certificates, statements and other documents: - within Kazakhstan - international	Within 3 Kazakhstan business days Within 10 international business days
<b>Safe deposit box operations</b>	
Conclusion of a safe deposit box lease agreement	Within 3 business days
A safe deposit box lease prolongation	Within 3 business days
Replacement of the lock in case of loss / defect / damage to the lock / keys due to the fault of the Customer	Within 3 business days
Opening of the safe deposit box	Within 3 business days
Suspension / termination of safe deposit box operations	Within 30 calendar days