

Approved by
the Management Board of
Eurasian Bank JSC
by Minutes
dated 28 april 2021
No. 54-13

**Eurasian Bank JSC
Complex Banking Servicing
General Agreement**

Section I. INTRODUCTION

Chapter 1. The general provisions

This Complex Banking Servicing General Agreement is the agreement (hereinafter – the Agreement), concluded between Eurasian Bank JSC (hereinafter – the Bank) and the Private Banking category customer, the terms of which determine the individual approach to service, banking, consulting and investment services, banking products on more favorable terms, personal manager services.

The Private Banking category customer (the Private Banking Customer) is an individual who, in accordance with the parameters of customer segmentation, is classified as the Private Banking category customer or who has paid a Private Banking complex service fee.

The Agreement shall be concluded by submitting to the Bank outlets an Application signed by the customer for joining this Agreement (hereinafter referred to as the Application).

The specific conditions of complex banking services shall be determined by the Parties in the Application.

The Bank's acceptance of the Customer's Application means the Customer's acceptance of the Agreement. The Application shall be considered accepted after the Bank marks the acceptance of the Application on the Application. The Application signed by the customer in accordance with the procedure established by the Application shall be an integral part of the Agreement.

This Agreement is developed within the framework of Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter – the CC of the RoK) and its validity applies to legal relations of Eurasian Bank JSC (hereinafter – the Bank) and persons who acceded to this Agreement. The Agreement is determined by the Bank and posted on the Bank website in the Internet on www.diamondclub.eubank.kz.

Chapter 2. THE GENERAL PROVISIONS

1. As part of the provision of complex banking services, the Private Banking Customer has the right to use banking products and receive the services specified in paragraph 4 of this Agreement, in accordance with the Bank's fees (hereinafter referred to as the Fees). The cost of other services that are not included in the complex banking servicing shall be set according to the Fees.

2. The procedure for terminating the provision of complex banking servicing is defined in Section II paragraph 4 of this Agreement.

3. This Agreement contains the general terms and conditions for the provision of complex banking servicing within the framework of banking services for the Private Banking Customer, including in electronic form.

4. The complex banking servicing under this Agreement shall include:

- opening and maintenance of current and savings accounts;
- issuance and maintenance of international payment cards;
- provision of a credit limit on a bank account using a payment card;
- payments, transfers;
- provision of safety deposit services;
- implementation of insurance policies on behalf of insurance companies;
- collection of banknotes, coins and valuables;
- provision of consulting services and training on financial activities;
- other transactions that do not contradict the Bank's license and the legislation of the Republic of Kazakhstan.

5. In order to fully meet the Customer's needs in obtaining the services specified in paragraph 4 of this Agreement, there shall be determined the Personal Manager for the Private Banking Customer.

6. The Personal Manager shall advise the Private Banking Customer on the provision of banking services, on the procedure for conducting banking transactions provided by the Bank in accordance

with the Bank's license, shall accept his/her instructions and monitor timely execution, shall inform the Private Banking Customer about the status of his/her bank accounts with the Bank.

SECTION II. PROCEDURE FOR JOINING AND TERMINATION OF THE AGREEMENT

Chapter 3. The procedure for connection to complex banking servicing

7. The Agreement shall be concluded by submitting a completed and signed application in hard copy to the Bank in the prescribed form.

8. The personal banking services fee shall be paid by the customer on the day of the Bank's acceptance of this Agreement. The complex banking services fee shall be paid for one year or on a monthly basis, at the customer's wish, according to the Fees applicable as of the date of the relevant payment.

9. The fees are available on the Bank website on: <https://eubank.kz>.

10. Complex banking services provided by the Bank to the family and/or partner specified by the customer in the Application are provided free of charge, with no discounts on the Fees for the provision of services provided to them.

11. The fees paid by the Private Banking Customer shall not be subject to refund in case of cancellation of the instruction or termination of this Agreement.

Chapter 4. Termination of personal banking servicing

12. Termination of complex banking services is performed in one of the following cases:

- upon receipt within one (1) business day of the Customer's application for termination of complex banking services;
- in case of non-payment of the fee specified in subparagraph 1) of paragraph 16 of this Agreement for more than one (1) month;
- when changing and not meeting the criteria for the Private Banking category;
- on the basis of the grounds described in Section III, paragraph 13 of this Agreement.

SECTION III. LIABILITIES OF THE PARTIES

Chapter 5. The Rights and liabilities of the Parties

13. The rights of the Bank:

The Bank has the right to unilaterally refuse to implement this Agreement in the following cases:

- non-submittal by the Customer and/or his/her family members and/or partners with information or documents required for the Bank to comply with the requirements of the legislation of the Republic of Kazakhstan on counter-acting the legalization (laundering) of illegally obtained incomes and the financing of terrorism, and/or if the Bank has reason to believe that the Customer and/or a member of his/her family is involved in the legalization (laundering) of illegally obtained incomes and/or the financing of terrorism, recognized in accordance with the legislation of the Republic of Kazakhstan on counter-acting the legalization (laundering) of incomes, and the financing of terrorism by notifying the Customer, his/her family members and/or partners thirty (30) calendar days prior to the termination of the Agreement in writing;
- if it is revealed that the Customer and/or his/her family and/or partner are included in the List of Entities and Persons related to the financing of terrorism and extremism of the Financial Monitoring Committee of the Ministry of Finance of the Republic of Kazakhstan. At the same time, the Bank shall not bear any responsibility for the Customer's losses caused by the delay or suspension of the execution of the Customer's instructions. If possible, the Bank has the right, but is not obliged to submit to the Customer a subsequent notification of such refusal from the Agreement and the closure of the bank account (accounts);

- if the Bank has become aware of adverse information about the Customer and/or his/her family members and/or partners, which creates reputational or other risks for the Bank;
- The Bank has the right to suspend the validity of this Agreement if the Customer, his/her family members and/or partners do not provide the information or documents required for the Bank to comply with the requirements of the legislation of the Republic of Kazakhstan on counter-acting the legalization (laundering) of illegally obtained incomes and the financing of terrorism by notifying the Customer, his/her family members and/or partners in writing ten (10) business days prior to the suspension of the Agreement.

14. The Customer has the right to:

- make use of all the services of the Bank described in this Agreement, as well as any of the services separately. At the same time, the services stipulated in this Agreement are provided from the moment of acceptance (acceptance by the Bank) of the Application from the Customer for execution by the Bank;
- change or exclude a member (members) of his/her family and/or partner (partners) from complex banking services by submitting a written application to the Bank with the inclusion or exclusion of his/her family members and/or partners.

15. The liabilities of the Bank:

- 1) The Bank undertakes to notify about any changes in the terms of providing complex banking services in accordance with paragraph 26 hereof;
 - in case of replacement of persons authorized to manage the Customer's accounts with the Bank or conduct transactions on behalf of the Customer, or in case of early termination of the powers of such persons, in order to avoid conducting unauthorized transactions, as well as in case of change of address, telephone number, under which, if required, the Bank may submit notifications, the Customer shall notify the Personal Manager in writing;
 - if the Bank does not receive information about the changes specified in this paragraph, the Bank's obligations to send changes or messages shall be considered to be duly fulfilled;
- 2) The Bank undertakes to observe banking secrecy when conducting transactions and not to provide (disclose) information related to banking secrecy to third parties without the written permission of the Customer, his/her family and/or partners, except in cases when this provision of information is directly stipulated by regulatory legal acts of the Republic of Kazakhstan or is performed on the basis of official requests of authorized bodies of the Republic of Kazakhstan.

16. The liabilities of the Customer:

- 1) timely pay fees and other payments in accordance with the Fees, including arrears, on the first working day of the calendar month/year, in accordance with the established procedure;
- 2) notify the Bank of changes in personal data, contact details and bank details used for the provision of banking services. In writing, with the documents attached, within fifteen (15) business days from the date when these changes were made. The changes come into force after the Bank's acceptance; so the acceptance is performed by the Bank at its own discretion in accordance with the requirements of its internal normative documents (hereinafter referred to as the INDs) and the Fees of Eurasian Bank JSC, effective on the date of conclusion of the Agreement, and by this acceptance the Bank expresses its consent to provide the Customer with the relevant banking services and/or products.
- 3) The Customer assumes the obligation to repay the existing debt in full upon termination of this Agreement or refusal to receive complex banking services.

Chapter 6. The Provision on the acceptance of instructions

17. The Private Banking Customer instructs the Bank to perform transactions on his/her bank accounts opened with the Bank that do not contradict the terms of this Agreement. The Private Banking Customer may give instructions for the execution of internal transactions on a regular basis on his/her accounts opened with the Bank, as well as for periodic settlements with service providers on the basis of a permanent order.

18. Acceptance of single-time instructions of the Private Banking Customer for execution is performed in the following cases:

- direct contact with the Bank;
- transfer of instructions through an attorney (authorized person);
- transfer of instructions in the Smartbank Remote Banking System;
- transmission of instructions remotely by phone for consultation and, if required, preparation in advance of documents for transactions (order of the amount for debit transactions, information certificate, account statement). In exceptional cases (with the confirmation of the request by the authorized person of the Bank), in the absence of a physical possibility on the part of the Customer, the Personal Manager travels to perform consulting services, prepare documents for conducting transactions (information certificate, account statement). The Personal Manager's visit to the Customer for the purpose of conducting any transactions with cash is excluded.

19. In the case of the Private Banking Customer's direct contact with the Bank, the Personal Manager shall accept instructions on the basis of an identity document and conduct transactions on the basis of an application in the prescribed form, certified by his/her signature.

20. In the case of the attorney's contact with Bank, the Bank shall accept instructions and conduct transactions on the basis of the power of attorney and the document certifying the attorney's identity. The Attorney shall complete the statements (payment documents) required for the transaction on behalf of the Private Banking Customer and certify them with his/her signature.

21. In the case of submitting instructions by telephone, by acceding to this Agreement, the Private Banking Customer agrees that the Bank has the right to perform additional identification of the Customer's identity when receiving instructions, by making a phone call to the Private Banking Customer at the phone number specified in the Bank System. The Private Banking Customer shall submit instructions on conducting transactions directly to the Personal Manager. The Bank has the right to refuse to execute the instructions in case of unsatisfactory identification results. The Private Banking Customer is hereby informed and agrees that the Bank records all telephone conversations. The data shall be strictly confidential and remain at the exclusive disposal of the Bank. The Personal Manager's visit shall be made in exceptional cases in agreement with the authorized person of the Bank (for example, in cases where the Customer is physically unable to be present at the Bank outlet). The exceptional case shall be determined by the Bank.

22. The Customer's instructions shall be accepted by the Bank for execution during the working day, if the Customer submits instructions after the end of the operational day, they shall be accepted for execution on the next working day.

SECTION VIII. THE FINAL PROVISIONS

23. All issues not regulated by this Agreement shall be regulated by the norms of the current legislation of the Republic of Kazakhstan.

24. All disputes arising between the Parties shall be resolved through negotiations, taking into account mutual interests. If no agreement is reached on the disputed issues, the materials shall be transferred to the court for resolution in accordance with the procedure established by law.

25. The Bank shall remain not involved in all disputes arising in the course of the execution of this Agreement between the Customer and third parties, including trade and/or service companies, holders of additional cards.

26. The Bank reserves the right to unilaterally amend the Agreement without prior agreement with the Customer. The Agreement, taking into account the changes made, shall be published on the

Bank website on the Internet on www.diamondclub.eubank.kz not later than fifteen (15) calendar days prior to the entry into force of the amendments. After making changes, the Agreement continues to be valid in the new / amended version.

27. This Agreement may be terminated at the Customer's initiative only after full settlements have been made between the Customer and the Bank, with the mandatory submission of a written application for termination to the Bank (unless a different procedure for terminating the provision of the service is stipulated in the application for the provision of the service submitted to the Bank and/or in the supplementary Agreement concluded within the framework of the Agreement).