

GENERAL AGREEMENT ON COMPLEX BANKING SERVICES OF EURASIAN BANK JSC

This General Agreement on Complex Banking Services of Eurasian Bank JSC (hereinafter referred to as the Agreement) is an adhesion agreement concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter – the RK), the terms of which can be accepted by the Private Banking category customer – legal entity no other than by joining this Agreement as a whole on the basis of an Application for connecting the tariff package and connecting the customer to Private Banking services (hereinafter - the Application), signed with the handwritten signature of the Private Banking category customer - legal entity (authorized representative of the Customer). The Application is considered accepted, and the Agreement is concluded with the Private Banking category customer– legal entity after the Bank puts appropriate marks on the Application. At the same time, the Application and the Agreement are considered exclusively as a single document.

A Private Banking category customer– legal entity (hereinafter referred to as the Customer) is a legal entity who, in accordance with the segmentation parameters, is classified as a Private Banking category, or who has paid a commission for Private Banking complex service.

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

The Agreement is defined by the Bank and published on the Bank website on the Internet at diamondclub.eubank.kz.

Chapter 1. BASIC PROVISIONS

1. As part of the provision of complex banking services, the Customer has the right to use banking products and receive the services specified in paragraph 4 of this Agreement, according to the Bank fees. The cost of other services that are not included in the complex banking service is set according to the Bank fees.

2. The procedure for terminating the provision of complex banking services is defined in Section I of Chapter 3 of this Agreement.

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

4. Complex banking services under this Agreement include:

- opening and maintaining bank accounts, including in special, transit, limited mode, as well as in the auto-balancing mode.
- receipt and disbursement of cash from the account;
- currency transactions;
- transfers and payments by direct debit of the account;
- conversion services;
- banking service for crediting salary payments to employees of a legal entity;
- management of bank accounts through the remote banking system;
- - notification of the PB customer on receipt of collection orders/payment requests/payment orders and seizures on current accounts;
- other operations/services not contradicting the legislation of the Republic of Kazakhstan.

5. The procedure for conducting transactions is regulated by the Rules on the General Terms for Conducting Banking Operations.

6. The Bank is liable for non-fulfillment/improper fulfillment of the terms of this Agreement within the limits established by the legislation of the Republic of Kazakhstan.

7. In accordance with the Law of the Republic of Kazakhstan dated 21 May 2013 No. 94-V “On Personal Data and their Protection”, the Bank collects and processes personal data of its Customers, including biometric personal data (if any) recorded on electronic, paper and any other

medium (hereinafter referred to as the personal data), which it receives during the implementation of banking and other activities.

The Bank collects from all sources and processes any information about the Customer, including its personal data, biometric personal data (if any), for the purposes posted on the www.eubank.kz Bank website or at the following [link](#), as the relevant relationship between the Bank and the Customer arises.

SECTION I. PROCEDURE FOR ADHERING TO AND TERMINATING THE AGREEMENT

Chapter 2. The procedure for connecting to complex banking services

8. The Agreement is concluded by the Customer submitting to the Bank a completed and signed paper application in the form prescribed by the Bank.

9. The fee for complex banking services is paid for one year, on the day of joining the GA, but not more than thirty (30) calendar days, according to the Bank fees in effect on the date of the corresponding payment.

10. The fees are posted on the Bank website at: www.diamondclub.eubank.kz.

11. The fees paid by the Customer in case of cancellation of the instruction or termination of this Agreement are non-refundable.

Chapter 3. Termination of complex banking services

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

- upon receipt of the Customer's application for termination of complex banking services in accordance with the form established by the Bank;
- if the fee is not paid for more than thirty (30) calendar days, for complex banking services, according to the established Bank fees
- in case of non-compliance with the criteria for the Private Banking category according to the Bank fees;
- on the basis described in Section II, Chapter 4 of this Agreement.

SECTION II. RESPONSIBILITY OF THE PARTIES

Chapter 4. Rights and obligations of the Parties

13. The Bank has the right to unilaterally withdraw from the execution of this Agreement in the following cases:

- failure by the Customer to provide 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 is involved in 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 illegally obtained incomes and the financing of terrorism, having previously notified the Customer thirty (30) calendar days before the termination of the Agreement in writing;
- if the fact of the presence of the Customer in the List of organizations and persons associated with 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 illegally obtained incomes and the financing of terrorism" is revealed. At the same time, the Bank will not bear any responsibility for the Customer's losses caused by delay or suspension of the execution of the Customer's instructions;

- if the Bank has become aware of information about the Customer of a negative nature, which creates reputational or other risks for the Bank;
- in case of finding the Customer/Counterparty of the Customer/Bank of the Counterparty, as well as related persons in the sanctions lists/lists of the United States of America, the European Union, Switzerland, Great Britain, Canada and other states;

14. The Bank is entitled to withdraw the annual service fee (cost) under the package offer by acceptance-free debiting (without the Customer's additional consent) and/or by direct debiting from the Customer's accounts opened with the Bank or transfer the account to the Bank retail services.

The Customer hereby gives its consent to the Bank's acceptance-free (indisputable) write-off from any bank accounts owned by the Customer of the amount of the annual service fee (cost) under the package offer. At the same time, any payment request of the Bank or any other instruction on acceptance-free withdrawal shall be executed for the amount actually on the specified account, and in case of insufficiency of money - kept in the card file until the amount of money is received to the Customer's bank account.

15. The Bank has the right to unilaterally, without prior agreement with the Customer, make changes and/or additions to the Agreement. The Bank informs the Customer about the changes and/or additions made to the Agreement by posting information on the Bank Internet resource at: www.diamondclub.eubank.kz, as well as by posting information in the Bank Offices in an accessible place, ten (10) calendar days before the entry into force of such changes and/or additions.

16. The Bank has the right, upon receipt of the correspondent bank's request, to provide the necessary materials, concerning the Customer's transaction (including those containing bank secrecy), if the Bank does not have the requested materials. The Customer is obliged to provide the requested information, information and documents within three (3) business days.

17. The Customer's failure to submit to the Bank a statement of non-acceptance of the terms of the Agreement, taking into account the changes and/or additions made, within ten (10) working days from the moment the Customer is informed of the changes and/or additions to the Agreement, means the Customer agrees with the new (amended/supplemented) version of the Agreement and adheres to it entirely, taking into account changes and/or additions made.

18. After making changes and/or additions to the Agreement, it continues to operate in an amended/supplemented form.

19. The Customer has the right to:

- use all the Bank services 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 of the Application from the Customer for execution by the Bank;

20. Responsibilities of the Bank:

1) The Bank undertakes to notify about the changes that have occurred in the terms of providing complex banking services in accordance with paragraph 17 of this Agreement;

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, 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;

3) to consider and prepare a written response to the Customer's written request within the time limits established by the laws of the Republic of Kazakhstan;

4) fulfill all other obligations assumed in accordance with the Agreement and other documents, as well as the legislation of the Republic of Kazakhstan.

21. The Customer's responsibilities:

1) specify reliable information in the Application, contracts and other documents;

2) promptly – not later than five (5) banking days – inform the Bank about changes in the information specified in the Application and other documents, from the date of entry into force of these changes;

3) timely pay the fee for complex banking services, according to the established Bank fees;

4) The Customer is responsible for the legality of the transactions performed by it in accordance with the legislation of the Republic of Kazakhstan, as well as for the reliability of the documents submitted to the Bank;

5) in case of replacement of persons authorized to manage the Customer's accounts with the Bank or to conduct operations on behalf of the Customer, or in case of early termination of the powers of such persons in order to avoid conducting unauthorized operations, as well as in case of change of address, phone number, to which, if required, the Bank can send notifications, the Customer shall notify the Bank employee in writing;

6) notify the Bank of changes in personal data, contact details and details used to provide banking services. In writing with the attachment of documents within fifteen (15) working days from the date when these changes were made;

7) immediately notify the Bank in writing of all court proceedings in which the Customer acts as a defendant, as well as of all claims (demands) made to the Customer by third parties;

8) The Customer undertakes to repay the existing debt in full upon termination of this Agreement or refusal from complex banking services;

9) at the request of the Bank, in accordance with paragraph 16 of this Agreement, the Customer is obliged to provide the requested information, information and documents within three (3) business days.

Chapter 5. Regulations on the acceptance of instructions

22. The Customer instructs the Bank to conduct operations on its bank accounts opened with the Bank that do not contradict the terms of this Agreement. The Customer may give instructions for the execution of internal transactions on a regular basis on his accounts opened with the Bank, as well as for periodic settlements with service providers on the basis of a standing order.

23. Acceptance of one-time instructions of the Customer for execution is conducted in the following cases:

- addressing the Bank directly;
- transmission of instructions through an attorney (proxy);
- transmission of instructions in the Client's Bank and Smart Business Remote Banking Systems;

24. In the case of the Customer's direct application to the Bank, the Bank employee accepts instructions on the basis of an identity document and conducts operations on the basis of an Application in the form established by the Bank, certified by his/her signature.

25. If the Attorney applies to the Bank, the Bank accepts instructions and conducts operations on the basis of a power of attorney and an identity document of the attorney. The Attorney fills out the applications (payment documents) required for the operation on behalf of the Customer and certifies them with his/her signature.

26. The Customer is hereby informed and agrees that the Bank records all telephone conversations. The data is strictly confidential and remains at the exclusive disposal of the Bank.

27. The Customer's orders are accepted by the Bank for execution during the working day, if the Customer submits instructions at the end of the business day, they will be accepted for execution on the next working day.

28. The Bank has the right to refuse to make payments/transfers, accept/service the Customer's contracts in the following cases:

- finding the Customer/Counterparty of the Customer/Bank of the Counterparty, as well as related persons in the sanctions lists/lists of the United States of America, the European Union, Switzerland, Great Britain, Canada and other states;
- the Customer's operations/the Counterparty of the Customer has the appropriate signs/are subject to international sanctions;
- the Customer's operations have the appropriate signs / are aimed at circumventing international sanctions.

29. The Bank is not responsible for the actions of third parties, including authorized bodies of countries that have imposed sanctions, for blocking money transfers or payments for non-compliance with sanctions restrictions.

30. The Bank is not responsible for the actions of the correspondent bank in the following cases:

- return of the payment/transfer sent by the Customer with incorrect details;
- deduction of fees for return of payment/transfer;
- freezing, blocking of the Customer's payment/transfer;
- refusal to credit a payment/transfer to the Customer's Counterparty.

SECTION III. DISPUTE RESOLUTION PROCEDURE

31. All issues not regulated by this Agreement are regulated by the norms of the current legislation of the Republic of Kazakhstan.

32. All disputes that have arisen between the Parties are resolved through negotiations, taking into account mutual interests. If no agreement is reached on disputed issues, the materials are transferred to the court for resolution in accordance with the procedure established by law of the Republic of Kazakhstan at the location of the Bank or its Branch, at the discretion of the Bank (contractual jurisdiction).

33. The Bank remains not involved in all disputes arising during the execution of this Agreement between the Customer and third parties, including trade and/or service enterprises, holders of additional cards.

SECTION IV. FORCE MAJEURE CIRCUMSTANCES

34. The Parties are released from liability for non-fulfillment or improper fulfillment of obligations under the Agreement, if this non-fulfillment was the result of force majeure circumstances, namely: fire, flood, earthquake, hurricane, epidemic, hostilities and other circumstances that directly affected the fulfillment of obligations under the Agreement. The deadlines for the fulfillment by the Party of the obligations arising from the Agreement are postponed in proportion to the duration of the force majeure circumstances.

35. The Parties are not responsible for the consequences of the decisions of the legislative and executive authorities of the Republic of Kazakhstan, which make it impossible for one or both Parties to fulfill their obligations under the Agreement.

36. The Party for which the possibility of fulfilling obligations under the Agreement has been created is obliged to notify the other Party in writing no later than three (3) days from the date of the occurrence of force majeure circumstances.

FINAL PROVISIONS

37. All issues not regulated by this Agreement shall be regulated by the norms of the legislation of the Republic of Kazakhstan, internal documents of the Bank.

38. All disputes that have arisen between the Parties are resolved through negotiations, taking into account mutual interests.

39. 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 of the Agreement to the Bank (unless another procedure for termination of the provision of the service is provided in the application for the provision of the service submitted to the Bank and/or in the Addendum concluded).

40. Amendments to the Agreement are made by the Bank by posting on the website or in other mass media, as well as on stands in operating rooms, outlets, offices. The Agreement is drawn up in the state, Russian and English languages. In case of any discrepancies, the Russian version shall prevail, unless otherwise decided by the Parties.

