

## **THE GENERAL AGREEMENT ON COMPLEX BANKING SERVICES OF EURASIAN BANK JSC FOR INDIVIDUALS**

This General Agreement on Complex Banking Services of Eurasian Bank JSC (hereinafter referred to as the Agreement) is an agreement concluded between Eurasian Bank JSC (hereinafter referred to as the Bank) and the Private Banking category customer, including with his/her family members, the terms of which determine an individual approach to service, banking, consulting and investment services, banking products on more favorable terms, personal manager services.

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 no other than by joining this Agreement as a whole on the basis of an Application for adhering to the terms of Private Banking complex service (hereinafter - the Application), signed with the handwritten signature of the Private Banking category customer (authorized representative of the Customer). The Application is considered accepted, and the Agreement is concluded with the Private Banking category customer 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 (hereinafter referred to as the Customer) is an individual 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 [www.diamondclub.eubank.kz](http://www.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 current and savings accounts (hereinafter referred to as the bank accounts);
- issuance and maintenance of international payment cards;
- provision of a credit limit on the bank account using a payment card;
- payments, transfers;
- provision of safety deposit box services;
- sale of insurance policies on behalf of insurance companies;
- collection of banknotes, coins and valuables;
- provision of consulting services and organization of training on financial activities;
- package offers for Private Banking Customers (if available);
- other operations/services that do not contradict the Bank license and the legislation of the Republic of Kazakhstan.

5. In order to fully meet the needs of the Customer in obtaining the services specified in paragraph 4 of this Agreement, a Personal Manager is appointed for the Customer.

6. The Personal Manager advises the Customer on the provision of banking services and the procedure for conducting banking operations provided by the Bank in accordance with the Bank license, accepts his/her instructions and monitors timely execution, at the request of the Customer provides information on the status of his/her bank accounts in the Bank.

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

8. 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.

9. 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 his/her personal data, biometric personal data (if any), for the purposes posted on the [www.eubank.kz](http://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**

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

11. 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.

12. The fees are posted on the Bank website at: [www.diamondclub.eubank.kz](http://www.diamondclub.eubank.kz).

13. Connection to complex banking services for family members, determined by the Bank on the basis of the Application consent for family members to adhere to the terms of Private Banking complex services, is performed free of charge in accordance with the terms approved by the authorized body of the Bank.

14. 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**

15. 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 absence on bank accounts for more than thirty (30) calendar days of the required balance amount according to the 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

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

- failure by the Customer and/or his/her family members 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 and/or his/her family member 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 and/or his/her family members thirty (30) calendar days before the termination of the Agreement in writing;

- if the fact of the presence of the Customer and/or his/her family 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 and/or members of his/her family 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;

16-1. In case of non-compliance with the terms of Private banking services, the Bank shall notify the Customer by sending a written notice or SMS-notification to the cell phone number, which was last notified by the Customer to the Bank.

17. 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](http://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.

17-1. The Bank has the right to suspend the service under this Agreement if the Customer does not fulfill the conditions described in subparagraph 3-1) of paragraph 22 of this Agreement.

17-2. 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.

17-3. 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 his/her 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.

18. 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.

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

**20. 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;
- change or exclude a member(s) of his/her family from complex banking services by submitting a written application to the Bank with the inclusion or exclusion of his/her family members in accordance with the form established by the Bank.

**21. 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 and/or his/her family members, 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.

**22. 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;
- 3-1) The Customer undertakes to provide the original documents requested by the Bank within thirty (30) calendar days;
- 4) The Customer is responsible for the legality of the transactions performed by him/her 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 Personal Manager 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 17-2 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

23. The Customer instructs the Bank to conduct operations on his/her 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.

24. 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 Smartbank Remote Banking System;
- sending instructions to the email address specified in the Application;
- transfer of instructions remotely by phone for consultation and, if required, pre-preparation of documents for transactions (order of the amount for expenditure transactions, information certificate, account/accounts statement, request for the purchase/sale of foreign currencies). In exceptional cases, if there is no physical possibility on the part of the Customer to be present at the Bank outlet, the Personal Manager travels to the Customer's location to consult, transfer information, account statement and/or sign documents to open bank accounts with zero balances and transfer non-activated payment cards. The Personal Manager's visit to Customers for the purpose of conducting any operations with cash is excluded.

25. In the case of the Customer's direct application to the Bank, the Personal Manager 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.

26. 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.

27. In case of transmission of instructions by telephone, by adhering to this Agreement, the Customer agrees that the Bank has the right to perform additional identification of the Customer's identity by telephone call to the Customer at the phone number indicated in the Customer's card.

The Customer must transmit instructions on conducting operations directly to the Personal Manager.

The Bank has the right to refuse to execute the instructions in case of unsatisfactory identification results.

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.

28. 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.

28-1. 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.

28-2. 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.

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**

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

30. 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.

31. 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**

32. 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.

33. 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.

34. 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**

35. 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.

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

37. 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).

38. 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.

39. The Customer hereby gives his/her consent for the collection of arrears: amount of the Loan, accrued interest, the amount of debt incurred in the fulfillment and/or improper performance of Customer's obligations to the Bank, expenses, and damages, and the amount of penalties accrued by non-acceptance (undisputed) direct debit by the Bank all the bank accounts of the Customer opened in the Bank, other banks and organizations conducting certain types of banking operations, including by submitting a payment claim on the territory of Kazakhstan and abroad, with the

exception of money received by the Customer in the form of benefits and social benefits paid from the state budget and (or) the Social Insurance State Fund, alimony (money, intended for the maintenance of minors and disabled adult children), housing allowances provided by Law “On housing relations” of the money made on the terms of the Deposit fees, and money held in Bank accounts under the Agreement on educational savings deposit made in accordance with the Law “On State Educational Saving System” and in the bank accounts in the housing construction savings banks in the form of housing construction savings, accumulated through the use of housing payments, money held in the bank accounts in second-tier banks in the form of savings on capital repairs of common property of the condominium object, with the exception of penalties on the basis of court decisions in cases of failure to fulfill obligations under the contracts concluded for the purpose of conducting a major overhaul of the common property of the condominium object, money held in the bank accounts in the form of compensation of investment costs in accordance with the legislation of the Republic of Kazakhstan in the field of public–private partnerships and concessions, money placed on the terms of the notary’s Deposit, money held in the bank accounts under the Agreement on educational savings deposit made in accordance with the Law “On State educational saving system”, the money held in current accounts of private bailiffs, for the storage of collected amounts in favour of the claimants.