



*Form of Standard Agreement of Current Bank Account  
of a legal entity (its affiliates and representative offices),  
an individual entrepreneur, a private notary,  
a private legal executive, a lawyer and a professional mediator*

*Approved by:  
Management Board of Jusan Bank JSC  
Minutes as of 10.12.2019. No. 156-19  
The Board of Directors for persons, related to Jusan Bank JSC by special relations  
Minutes as of 15.01.2020. No. 15/01/20-01*

**AGREEMENT OF CURRENT BANK ACCOUNT  
of a legal entity (its affiliates and representative offices), an individual entrepreneur, a private notary, a private legal  
executive, a lawyer and a professional mediator**

This Agreement of Current Bank Account of a legal entity (its affiliates and representative offices) and an individual entrepreneur, a private notary, a private legal executive, a lawyer and a professional mediator (further – the Agreement) determines the conditions and the procedure for performance by «Jusan Bank» JSC (further – the Bank) of transactions on opening, management and closure of a current bank account (except for a current bank account on which transactions based on using a payment card are reflected) for a legal entity (its affiliates and representative offices) and an individual entrepreneur, a private notary, a private legal executive, a lawyer and a professional mediator (further – the Client), as well as establishes rights, obligations, responsibility of the Parties (as determined below), as well as other details of legal relationship between the Bank and the Client (as determined below).

This Agreement is an accession agreement concluded in accordance with provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, which conditions may be accepted by the Client solely by accession to the this Agreement as a whole based on an Application for accession to the this Agreement (further – the Application for accession) signed in person by the Client (Authorized representative of the Client). The information on the Bank and the Client are provided in the Application for accession. In addition to that the Application for accession and the Agreement are considered exclusively as a single document.

Signing of the Application for accession by the Client (its Representative) testifies that:

- the Client has read, understood and accepted the Agreement conditions in full, without any remarks and objections;
- the Agreement does not contain any conditions cumbrous for the Client which, on the assumption of its reasonably conceived interests, it would not accept;
- the Client does not have the right to refer to absence of its signature on the Agreement as a proof that the Agreement has not been read/understood/accepted by it if the Bank has the Application for accession signed by the Client (its Representative);
- the Client agrees with all conditions on the current bank account opening, management and closure;
- all provisions of the Agreement to the full extent meet the interests and declaration of will of the Client;
- the Client has observed all procedures required for conclusion of the Agreement and opening of the current bank account;
- conclusion of the Agreement and fulfillment of its conditions, including opening of any current bank account under the Agreement, will not violate and lead to violation of constituent and other documents of the Client and/or any provision of the legislation of the Republic of Kazakhstan and/or a legislation applicable to the Client.

All Annexes to the Agreement (if any), applications accepted by the Bank from the Client within the services rendered by the Bank for opening, management and closure of the current bank account (by putting a corresponding mark of the Bank) are the integral part of the Agreement unless otherwise stated in the text of the Application.

**1. The Subject**

**1.1.** The Bank shall accept the Client for bank servicing provided on a paid basis, according to the Bank's current rates (further – the Rates). The Bank's current rates, according to which the Client shall pay the banking services, are posted on the Internet-resource of the Bank at the address: [www.jysanbank.kz](http://www.jysanbank.kz), as well as in a place available for viewing by the Client in the facilities of the Bank. The Bank opens for the Client a current bank account (further – the Account) on the basis of the Application for accession signed by the Client, upon submission by the Client of the documents required for opening of the Account in compliance with the legislation of the Republic of Kazakhstan and the internal documents of the Bank.

**1.2.** The number of the Account, the currency of the Account shall be indicated in the corresponding mark of the Bank contained in the Application for accession.

**1.3.** Unless otherwise envisaged by the Agreement, the Client has the right to open one or several Accounts within the Agreement by submitting Applications for accession which are the integral part of this Agreement. Applications for accession can be submitted via “Internet-Banking” or “Bank-Client” system using an electronic digital signature. Meanwhile, the Agreement conditions are applied to every Account opened by the Client.

1.4. The Accounts may be opened and managed both in tenge and a foreign currency, unless otherwise provided for by the legislation of the Republic of Kazakhstan.

1.5. In case of implementation of transactions under an Account in foreign currency, they shall be made according to the exchange rate established by Bank at the time of making of these transactions.

1.6. Electronic banking services are provided by the Bank on the basis of a single Agreement concluded with the Client. The procedure and conditions for the provision of electronic banking services are posted on the Bank's Internet resource of ([www.jysanbank.kz](http://www.jysanbank.kz)), as well as in a place available viewing by the Client in the facilities of the Bank (operational subdivisions). Contact phone numbers and addresses for contacting the Bank on the provision of electronic banking services are placed available for viewing by the Client in the facilities of the Bank (operational units).

1.7. The money entered into the Account is guaranteed only in cases provided for by the legislation of the Republic of Kazakhstan. The Bank is a participant of the system of compulsory guaranteeing of deposits which is confirmed by Certificate No 16 dated May 04, 2019.

1.8. The Account shall be closed in accordance with the procedure and on the terms and conditions provided for in this Agreement, with the exception of cases where the Account cannot be closed for the reasons established by the legislation of the Republic of Kazakhstan.

1.9. The information on services provided by the Bank in accordance with this Agreement is placed on the Internet resource of the Bank ([www.jysanbank.kz](http://www.jysanbank.kz)), as well as in an accessible place for the Bank's review in the facilities of the Bank (operational units).

## **2. The procedure and conditions for money management on the Account**

2.1. Bank servicing of the Client's Account shall be provided during the period according to the internal documents of the Bank establishing the work schedule with Clients (further – the operation day), and the Bank withholds a commission fee for Account servicing according to the Rates. The Bank shall have the right to change independently the duration of operational day. The information on corresponding changes shall be posted for the Client's information no later than 3 (three) working days such changes shall become effective, on the Internet-resource of the Bank: [www.jysanbank.kz](http://www.jysanbank.kz) and as well as in a place available viewing by the Client in the facilities of the Bank (operational units).

2.2. The Bank shall make payments and money transfers within the balance on the Account. In case if there is not enough money on the Account for making payment and/or money transfer taking into account the amount of the Bank's commission subject to payment in connection with making payment and/or money transfer, the Bank has the right to reject the acceptance of the Client's payment document. The Bank shall not execute the Client's payment documents partially.

2.3. The money on the Account shall be managed by submission by the Client of a written instruction either on a hardcopy or by electronic means to the Bank. The instructions shall be followed according to the form established by the legislation of the Republic of Kazakhstan or, in the absence of such, according to the form applied by the Bank. Submission by electronic means of instructions about payments and money transfers, as well as instructions about their recall or suspension of performance, shall be made on the basis of and according to the procedure provided by a corresponding Agreement regulating the relationship between the Bank and the Client on rendering of the electronic banking services which is concluded, including in connection with availability of the Account at the Bank. The Agreement regulates the issues of processing by the Bank of payment documents/instructions received through the electronic systems, in the part related to the subject of the Agreement.

2.4. The Bank shall follow the Client's instructions within the terms and according to the procedure established by the legislation of the Republic of Kazakhstan.

2.5. The Client's instructions, including on taxes payment and other compulsory payments to the budget, shall be accepted only within an operation day. The instructions provided by the Client after an operation day is over are considered received by the Bank at the beginning of the next operation day.

2.6. The withdrawal (debiting) of money from the Account shall be carried out based on payment documents provided by the Client, the Bank, as well as third parties according to the procedure and the requirements established by the legislation of the Republic of Kazakhstan and the internal documents of the Bank.

2.7. The Bank shall have the right, at any time without any further consent from the Client or notifying the Client, to debit / withdraw from the Account any amounts due to the Bank, including the amount of the debt under the bank loan agreement, the amount of the commission fee of the Bank for the provision of banking services in accordance with the effective Rates, on the basis of any agreement with the Bank (including the bank loan agreement) which provides this right, and also in cases, when it is necessary for the Bank to make corrective entries on the Account (money credited to the Account by mistake, etc.), when the fact of forgery of payment documents, with supporting documents available, was identified. Meanwhile, the distribution of money withdrawn for the repayment of such debt shall carried out in the order stipulated by the legislation of the Republic of Kazakhstan or the relevant agreement.

2.8. In case of loss or wear of a seal, renaming/change of an organizational-legal form of the Client, the Bank on the basis of the Client's application and a temporary document with samples of signatures (without a seal) shall provide servicing to the Client under a temporary document with samples of signatures (without a seal). The period of validity of the temporary document with samples of signatures (without a seal) for the period of a seal production shall not exceed 3 (three) calendar days<sup>1</sup>.

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<sup>1</sup> This is applied to the Clients having the seal

**2.9.** The payment document initiated by the Client shall be deemed to be executed by default, in the event if the Bank does not receive a notice of non-fulfillment of the payment document within one business day following the day of receipt of the instruction from the Client.

### **3. Acceptance and disbursal of cash from the Account**

**3.1.** Transactions with cash including acceptance (and money crediting to the Account), disbursal (from the Account) of money, shall be performed by the Bank according to the procedure established by the legislation of the Republic of Kazakhstan and the internal documents of the Bank.

**3.2.** The cash shall be disbursed on the basis of payment documents provided for by the legislation of the Republic of Kazakhstan and the internal documents of the Bank, within the balance of money available on the Account taking into account the amount of commission fee of the Bank due in connection with disbursal of money, in the absence of restrictions in the Account management, including by virtue of the requirements of the legislation of the Republic of Kazakhstan.

### **4. Foreign exchange transactions of the Client**

**4.1.** Payments and/or transfers on the Account relating to foreign exchange transactions shall be made taking into account requirements of the legislation of the Republic of Kazakhstan.

**4.2.** The Client shall assume the risk connected with opening and management of the Account in the foreign currency which may occur in connection with restrictions established by the legislation of the Republic of Kazakhstan and/or the legislation of a foreign state, in respect to the foreign currency, including but not limited to introduction of foreign exchange control or foreign exchange restrictions, as well as taxes or other compulsory payments which may be applied to the money entered into the Account, or transactions with their use.

**4.3.** In making foreign exchange transactions the Client shall be obliged to submit to the Bank, as required in accordance with the foreign exchange legislation of the Republic of Kazakhstan, documents regarding foreign exchange transactions of the Client made through the Bank, including the documents required for identification of a foreign exchange transaction.

**4.4.** The Client shall confirm its awareness of responsibility for violation of the legislation of the Republic of Kazakhstan, obligations of the Bank regarding fulfillment of functions of a foreign exchange control agent, provision of information to authorized public authorities of the Republic of Kazakhstan, foreign tax authorities and foreign tax agents established by the legislation of the Republic of Kazakhstan and international agreements, as well as notifications by the Bank of law-enforcement authorities and authorized public authorities about violations of the legislation of the Republic of Kazakhstan committed by the Client.

**4.5.** The Client provide his consent on transfer of the information to the currency regulation authorities regarding payment (or) transfer of the money under currency transaction, conducting of which can be aimed at money withdrawal from the Republic of Kazakhstan according to the regulations of the legislation of the Republic of Kazakhstan in the area of currency regulation. The consent provided by the Client is applicable to all payments and (or) transfers, conducting on the account under this Agreement

### **5. Audio-servicing**

**5.1.** The Client may receive from the Bank the information containing data on the condition of the Account, by means of audioservicing (telephone request by a password). The term "condition of the accounts" means:

- 1) balance of the Account at the moment of request submission;
- 2) transactions performed on the Account from the beginning of the operation day to the moment of request receipt.

In case of the Client's consent for using the audioservicing service, the Client indicates the "password" in the Application for accession.

**5.2.** The Bank shall undertake to provide relevant servicing in respect of provision of data on the condition of the Account(s) on the basis of the telephone request after the Client's telling the "password" and the number of the Account(s).

**5.3.** The Bank has the right not to accept claims in respect of provision of information on the Account of the Client if the Bank had not been notified in time about the disclosure to a third party of the "password". The Client has the right to disclose the "password" to any person which will be considered the legitimate representative of the Client entitled to receive/provide information under its Account.

**5.4.** The Client shall be obliged for the purposes of exclusion of unauthorized usage of the "password" by a third part to notify the Bank immediately in a written form (by fax) or by telephone about blocking the effect of the audioservicing service, otherwise the Bank shall not be responsible for provision/receipt of information by the "password" to persons/from persons which received unauthorized access to it.

**5.5.** The Bank shall not be responsible for disclosure of the "password" of the Client if the disclosure has occurred not due to the fault of the Bank. In case of disclosure of the "password" due to the fault of the Client, the Client shall notify the Bank immediately in a written form and provide a new "password".

### **6. Special provisions of the Agreement**

At the discretion of the Bank, on the basis of the Client's application, a special mode of the Account management, as described in this article, may be introduced, on a regular or temporary basis, with payment of the commission fee, according to the procedure envisaged by the Agreement.

The special mode shall be introduced upon the Bank's putting its mark on the corresponding Application for accession or on the basis of the Application submitted after conclusion of this Agreement.

The special mode shall be introduced under the conditions indicated in such Application for accession or on the basis of the Application submitted after conclusion of this Agreement.

### **6.1. The Account management in the transit mode**

**6.1.1.** The Bank, on the basis of the Application for accession or on the basis of the Application submitted after conclusion of this Agreement, may manage the Account in the transit mode, according to which the acceptance of cash/crediting of non-cash means to the Account shall be carried out with the purpose of their accumulation on the Account and further transfer to other Bank Accounts of the Client opened at the Bank and to the accounts indicated in the Document "Permanent Instructions of a Transmitter";

**6.1.2.** The transit mode can be provided for any and a new Account to be opened, at the discretion of the Client.

**6.1.3.** The Bank shall not perform, and the Client shall not have the right to require performance on the Account of transactions not envisaged by clause 6.1.1. of the Agreement. The rights of the Client indicated in Chapter 9 of this Agreement and contradicting with the conditions of this Clause shall be recognized ineffective in respect of the legal relationship of the Parties under this Agreement during the period of the transit mode;

**6.1.4.** In case of absence or insufficiency of money on the Client's bank account for another non-cash payment and (or) transfer of money the Bank shall notify the Client about the absence or insufficiency of money on its bank account in writing or by other means of communication indicated in clause 16.11. of this Agreement.

**6.1.5.** The management of the Account in the transit mode shall be terminated according to the Client's application.

### **6.2. The Account management in the limited mode**

*(provision by the Client of the right of money management on the Account to a branch or a representative office)*

**6.2.1.** The Bank shall perform banking transactions on the Account which shall be managed in the limited mode on the basis of the Application for accession or on the basis of the Application submitted after conclusion of this Agreement within the monthly budget of the branch/representative office of the Client provided by the Client to the Bank and approved by the Client;

**6.2.2.** In case of entering of the money to the Account, which shall be managed in the limited mode, in the amount less than provided for by a monthly budget of the branch/representative office of the Client, the Bank shall perform the debit transactions on the Account in accordance with the priority of the instructions received from the branch/representative office of the Client within the received amount but not exceeding a monthly budget of the branch/representative office of the Client;

**6.2.3.** The Bank shall manage the Account management in the limited mode only after receipt of the original/notarized copy of the monthly budget of the branch/representative office of the Client approved by the Client. The Account shall be managed by the Bank according to the standard procedure in case of non-provision by the Client to the Bank of the original/notarized copy of the monthly budget of the branch/representative office of the Client approved by the Client;

**6.2.4.** The Client shall have the right to introduce changes to the monthly budget of the branch/representative office of the Client. Such changes come into effect for the Bank only after receipt by the Bank of the original/ notarized copy of changes to the monthly budget of the branch/representative office of the Client approved by the Client.

**6.2.5.** The branch/representative office of the Client (their authorized representatives) shall be obliged to submit to the Bank payment documents/instructions for performance of banking transactions on the Account managed in the limited mode in accordance with the monthly budget of the branch/representative office of the Client;

**6.2.6.** The Bank shall have the right to reject the execution of payment documents/performance of instructions of the branch/representative office of the Client (their authorized representatives) if performance of such payment documents/instructions will lead to exceeding of the monthly budget of the branch/representative office of the Client. The Client assumes in full the risk of losses as a result of such rejection by the Bank of acceptance of payment documents/performance of instructions of the Client (Authorized representatives of the Client).

### **6.3. Accepting and recounting the Client's collected money with further crediting it to the Account**

**6.3.1.** The Bank shall accept, recount and credit the Client's collected cash in accordance with the procedure provided for in the separate Agreement for accepting, recalculating and transferring collected cash to the current / savings account of the Client, in accordance with current legislation and internal documents of the Bank, and the Client shall pay for the services provided in accordance with the Bank's tariffs;

**6.3.2.** The Bank shall credit money to the Account specified in the Agreement for accepting, recounting and crediting the collected cash to the current / savings account of the Client, of the actual amount of the Client's collected cash, identified by the results of accepting and recounting in accordance with the requirements of the Agreement, current legislation and internal documents of the Bank.

### **6.4. Accepting and transfer of payments via the "Quick Revenue" system**

**6.4.1.** The Bank may accept payments from individuals (hereinafter - "Payers") in the national currency on the basis of the Application for Joining or on the basis of an application submitted after the conclusion of this Agreement for further transfer to the Client via the "Quick Revenue" system for services and/or goods specified in the Application for Joining or in the application submitted after the conclusion of this Agreement.

**6.4.2.** The Bank accepts cash payments from the Payers to the Client on the basis of the Client/Bank's payment documents submitted by the Payers, indicating the following mandatory criteria: the name and BIN/BIN of the Client, the Account number to which the amount of payment is to be credited, the name and BIC of the Bank, the Payer's full name, the Payer's IIN (if any), the personal account (if any), the purpose of payment as well as the amount and date of payment, and others.

**6.4.3.** The Bank has the right to refuse to accept the Payer's payment if the Payer fails to pay the amount of money required to make the payment and fails to comply with the requirements to the payment document specified in clause 10.7 of the Agreement.

**6.4.4.** The Bank credits the amounts received from the Payers to the Client's Account specified in the Application for Accession or the Client's Application submitted after conclusion of this Agreement on the day when the Payer initiates the payment.

**6.4.5.** The Bank shall deduct the commission fee for the services rendered by the Bank in the amount and on the terms specified in the Application for Joining or in the application submitted after conclusion of this Agreement.

**6.4.5.1.** If the commission fee is withheld from the Client, the Client instructs the Bank to independently charge the commission fee by withholding it from the amount of payments, or from the Client's Account on a daily basis, to which the Client gives his unconditional and irrevocable consent.

**6.4.5.2.** The Bank and the Client shall notify the Payer of the necessity to pay the commission fee in case of charging the commission fee to the Payer prior to accepting the payment.

**6.4.6.** The Bank shall inform the Client of the accepted payments by sending the consolidated register of money senders in electronic form in the form established by the legislation of the Republic of Kazakhstan for the previous day to the e-mail address and with the periodicity specified in the Application for accession or the application submitted after the conclusion of this Agreement.

**6.4.7.** The Client shall perform all actions aimed at correcting and crediting the respective amount of payments upon the request of the Payers and upon presentation of the payment document on the payment made by them, on the basis of the credited payments with incorrect data (details).

**6.4.8.** The Bank is not responsible for the accuracy of the information provided by the Payer in the payment documents and/or documents on the basis of which the Payer's payments are accepted, including incorrectly executed payment documents, if the Payer has made an error in such payment document.

**6.4.9.** The Bank ensures proper functioning of the systems designed to receive and process payments over which the Bank has direct control and takes all possible measures to restore service in the event of suspension for reasons beyond the Bank's control.

## **7. Direct debiting a bank account**

**7.1.** In accordance with the present Agreement the Client shall provide the Bank with preliminary consent for money withdrawal from any Bank Account of the Client opened at the Bank, on the basis of the Bank's requirements (direct debiting of the Bank Account) on payment of services provided by the Bank.

**7.2.** The money withdrawal from the Account of the Client upon request of a person with which the Client has concluded an Agreement specifying the right of the money withdrawal from the Account of the Client without the Client's consent (hereinafter - Agreement) shall be performed by the Bank without the Client's consent by means of direct debiting of the Account to which the Client, by signing the Application for accession to the present Agreement, gives unconditional consent, on the basis of the following documents:

- a copy of the Agreement and supplementary agreements to it;
- payment document(s) issued in accordance with the legislation of the Republic of Kazakhstan.

**7.3.** In the absence or insufficiency of money with the Client required for performance of payment documents, including payment order of the Bank, the Bank shall keep them in the file cabinet till receipt of money to the Account of the Client which amount is sufficient for their performance, according to the procedure established by the legislation of the Republic of Kazakhstan.

## **8. Bank Commission fee**

**8.1.** For performance of operations on opening, management, closure of the Account, as well as for performing transactions under it, the Client shall pay to the Bank the commission fee in the amount provided for by the Rates. In case of establishment of individual rates for the Client, the payment of the Bank's services indicated in such rates shall be made in accordance with individual rates during the period of their application.

**8.2.** The Rates shall be available for review by the Client in all branches of the Bank and their additional facilities, and on the Internet resource of the Bank at: [www.jysanbank.kz](http://www.jysanbank.kz). The Bank shall have the right to initiate modification and/or amendments to the Rates for the Bank's services, having posted information on the corporate website of the Bank: [www.jysanbank.kz](http://www.jysanbank.kz), in operational halls of bank branches and its additional facilities. Information on corresponding changes

and/or amendments shall be brought to the attention of the Client no later than 5 (five) working days before the date of introduction into effect of such changes and/or amendments.

**8.3.** Non-provision of the statement for non-acceptance of changes and amendments in the Rates by the Client to the Bank within 5 (five) working days from the moment of informing the Client on such changes and/or amendments in Rates, infer the Client's consent with new Rates which become effective from the end date of informing the Client on changes and/or additions in Rates.

The commission fee payment can be made by the Client in cash (taking into account the limitations set by the legislation of the Republic of Kazakhstan), wire transfer, by direct debiting of the bank account, with observance of requirements of the Agreement and legislation of the Republic of Kazakhstan.

## **9. The rights and obligations of the Client**

### **The Client shall have the right to:**

**9.1.** Independently manage the money located on the Account according to the procedure established by the legislation of the Republic of Kazakhstan, by this Agreement;

**9.2.** Bequeath money and trust management of the Account and/or money on it to third parties, in accordance with the legislation of the Republic of Kazakhstan, taking into account conditions established by the Agreement;

**9.3.** Use all forms of non-cash settlements and/or money transfers established by the banking legislation of the Republic of Kazakhstan, as well as perform transactions with cash according to the procedure and under conditions established by the legislation of the Republic of Kazakhstan, internal documents of the Bank and this Agreement;

**9.4.** Give instructions to the Bank with regard to performance of transactions on the Account within money balance on the Account, within one operation day;

**9.5.** Get familiarized with the Bank's Rates;

**9.6.** Submit to the Bank the Application for closure of the Account at any time unless otherwise provided for by the legislation of the Republic of Kazakhstan or this Agreement;

### **The Client shall be obliged to:**

**9.7.** Provide properly executed documents required by the Bank in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank and this Agreement for opening of the Account, as well as, when necessary, for performance of transactions on the Account, to;

**9.8.** Issue in written form instructions on performance by the Bank of transactions on the Account, in accordance with requirements imposed by the legislation of the Republic of Kazakhstan and the Bank, and provide them within the operation day established by the Bank;

**9.9.** Pay for the Bank's services under the Rates in effect at the time of the transaction on the Account, simultaneously with the performance of the corresponding transaction on the Account by depositing cash in the Bank's cash department or providing the amount of money on the Account required for payment of the Rates.

**9.10.** Provide the Bank with a cash application to determine the Client's needs for cash, one day prior to the expected date of receipt of cash from the Account. With a cash application in the amount of 10 (ten) million tenge or more, provide documents confirming the purpose of the expense.

**9.11.** After execution of a payment document, to determine the correctness of such performance and, in case of erroneous execution, inform the Bank of the detected error within 3 (three) operation days after the discovery of the erroneous payment, but no later than 3 (three) years from the date of execution of the erroneous instruction or unauthorized payment and (or) money transfer. In the notification of the erroneous payment the Client shall specify the details of the payment document and the erroneous details revealed.

**9.12.** In case of provision of third parties with the right of the Account management, replacement of persons, or preterm termination of authorities of persons authorized to manage the Account on the basis of a power of attorney, to notify the Bank about it in written form or by other means of communications agreed by the Parties and provide originals of documents confirming such changes, within 1 (one) working day. In case of non-fulfillment/improper fulfillment by the Client of the procedure of notification, the Bank is released from responsibility for loss which may be caused to the Client;

**9.13.** In case of introduction of changes/additions to the constituent documents, address, telephone and fax numbers, as well as other changes important for performance of the provisions of this Agreement, within 10 (ten) working days from the date of such changes to notify the Bank about it in written form or by other means of communication specified by this Agreement and provide originals of the documents confirming changes and issued in accordance with the requirements of the legislation of the Republic of Kazakhstan and the internal documents of the Bank;

**9.14.** Learn independently about Rates changes and changes and additions to the Agreement provisions on the Internet-resource of the Bank ([www.jysanbank.kz](http://www.jysanbank.kz)) as well as in places available for the review of the Client in the Bank's halls (operational units).

**9.15.** To provide his consent on transfer of the information to the currency regulation authorities regarding payment (or) transfer of the money under currency transaction, in case if conducting of this transaction can be aimed at money withdrawal from the Republic of Kazakhstan according to the regulations of the legislation of the Republic of Kazakhstan in the area of currency regulation.

## **10. The rights and obligations of the Bank**

### **The Bank shall have the right to:**

**10.1.** Request any documents provided for by the legislation of the Republic of Kazakhstan and the internal documents of the Bank for opening of the Account, as well as necessary additional documents during performance of transactions on the Account and provision of other banking services;

**10.2.** In case of withdrawal of cash, to demand from the Client the submission of a cash application one day before the expected date of the disbursal.

**10.3.** Review the cash application specified in items 9.10., 10.2., within 3 (three) working days.

**10.4.** Make changes to the Rates for rendering banking services in the order provided by item 8.2., 8.3., of this Agreement;

**10.5.** Make withdrawal (debiting) of money from the Account as per the instructions of third parties in accordance with the legislation of the Republic of Kazakhstan.

**10.6.** Make withdrawal (debiting) of money from any Client bank accounts opened at the Bank without the Client's preliminary notification or consent on the basis of this Agreement, in the cases specified in item 2.7. of this Agreement.

**10.7.** Reject execution of payment documents of the Client in case of submission of payment documents completed and submitted in the form not corresponding to the requirements established by the legislation of the Republic of Kazakhstan; in case of non-provision by the Client of the amount of money necessary for performance of payment/transfer; in case of discrepancy between the amounts indicated in the payment document and the figures and words; if the payment document contains signs of falsification, in case of non-observance of other requirements established by the legislation of the Republic of Kazakhstan and/or conditions of the present Agreement;

**10.8.** Close unilaterally the Client's Account in the cases and in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

**10.9.** Refuse to open additional Accounts to the Client in the event that there are, if there are other bank accounts presented to the Account, opened by the Bank, decisions and (or) orders of authorized state bodies and officials to suspend debit operations on the bank account, claims of third parties to withdraw money from bank account and (or) the money that is on his bank account arrested, provided that the amount of money on which the arrest is imposed is insufficient on the bank account.

**10.10.** Refuse performing transactions, to suspend expenditure transactions on the Account in cases and in accordance with the procedures provided by the legislation of the Republic of Kazakhstan in respect of anti-money laundering and financing of terrorism.

**10.11.** Terminate business relations with the Client in case of impossibility of checking of reliability of the data provided by the Client or non-provision by the Client of data and information necessary for updating of data on the Client (his representative) and the beneficiary owner, As well as in case of providing banking servicing it became suspicions that the business relations are used by the Client for the purpose of legalization (money laundering) of income gained in the criminal way or financing of terrorism provided by the AML/CFT Law.

**10.12.** Terminate the Agreement on the bases and in the order provided by the Law of the Republic of Kazakhstan "On payments and payment services" and AML/CFT Law of the Republic of Kazakhstan. The unilateral non-performance of the Agreement is not allowed in the cases established by the Law of the Republic of Kazakhstan "On payments and payment services". The bank shall send to the Client's address specified in details of this Agreement the notification on refusal of this Agreement execution (in full) through the electronic means of communication or by mail (at the Bank's discretion) during 3 (three) working days since the decision date. The Agreement is considered to be terminated since the date specified in the notification, with no further arrangements to be made between the Parties.

**10.13.** Suspend expenditure transactions under the Client's Accounts on the basis of information that the authorized state body for conducting of financial monitoring and taking other measures to counteract money laundering and financing of terrorism included the Client and / or the beneficiary owner of the Client in the list Organizations and persons associated with the financing of terrorism and extremism in accordance with the legislation of the Republic of Kazakhstan in the field of antimoney laundering and financing of terrorism.

**10.14.** Suspend transactions on the Account in case of receiving by the Bank of instruction of an authorized state body and / or an official for suspending debit transactions on the Account or an act on arresting the money on the Account, and also for setting the limit on disposing by the Client of the money which is on the Account within the loan amount for special purpose and which has entered the Account based on the Loan Agreement signed between Bank and the Client.

**10.15.** Reject closing the Account in case of non-fulfilled requirements and/or acts on temporary limits for asset management, decisions and/or orders of authorized public bodies or officials to suspend debit transactions on the bank Account and also acts on arresting the money on the Client's account.

### **The Bank shall be obliged to:**

**10.16.** Get the Client familiarized with current Rates according to the procedure envisaged by Item 2.1 of this Agreement.

**10.17.** Open the Account(s) for the Client, with assignment of individual identification code(s), on the basis of the Application for accession to the Agreement signed by the Client, in case of provision by the Client to the Bank of all documents and other documents additionally requested by the Bank;



**10.18.** After opening of the Account to provide the Client with the certificate about opened Accounts, with indication of individual identification codes;

**10.19.** Close the Account of the Client, in accordance with the application submitted by the Client, but not later than 30 (thirty) business days after receipt of the Client's application unless otherwise envisaged by the legislation of the Republic of Kazakhstan or this Agreement;

**10.20.** Perform transactions on the Account in accordance with the legislation of the Republic of Kazakhstan and this Agreement;

**10.21.** Execute payment documents submitted by third parties, including state bodies and (or) officials and / or private judicial executors of the Republic of Kazakhstan according to the procedure and within the terms established by the legislation of the Republic of Kazakhstan.

**10.22.** Resume transactions of the Client on the Account after withdrawal by authorized public agencies or officials of the decision and (or) order on suspension of expenditure transactions on the Account, acts on temporary limits for asset management as well as in accordance with the procedure established by the Criminal Procedure Code of the Republic of Kazakhstan, the Laws of the Republic of Kazakhstan "On anti-money laundering and financing of terrorism" and "On Rehabilitation and Bankruptcy". The arrest imposed on money on the Client's Account shall be withdrawn on the basis of the relevant written notification of the person who has the right to seize the Client's money, to cancel the earlier act on seizure of money or after the execution by the Bank of the collection order issued for the enforcement of the earlier imposed seizure of money on the Account, or in cases stipulated by the Law of the Republic of Kazakhstan "On Enforcement Proceedings and the Enforcement Agent Status".

**10.23.** Provide upon request of the Client the information on performed transactions on the Account by provision of the Account Statement with attachment of copies of payment documents on a paper carrier, no later than the operation day following the day of the demand;

**10.24.** Notify the Client in writing or on other means of communication specified in paragraph 16.11 of this Agreement (at the discretion of the Bank) to refuse to execute the payment document, with the exception of the collection order. The day of refusal to execute the payment document shall be the date of sending such notification.

## **11. Responsibility of the Parties**

### **Responsibility of the Bank:**

**11.1.** For commitment of violations in respect of the banking servicing of the Client the Bank shall be responsible within the limits established by the legislation of the Republic of Kazakhstan;

**11.2.** For failure to comply with the Customer's instructions in respect to the Account in the execution of the Customer's payment document, failure to pay the payment request against the Account, with sufficient money at the Bank has to make payment against the payment request, the Bank, upon the Client's written instruction, shall pay the Client a penalty at the rate of 0,01 (nought point hundredth) percent of the transaction amount for each day of delay by crediting the penalty amount to the Client's Account.

**11.3.** In all cases, the Bank's liability in violation of the terms of this Agreement shall be limited to the amount of actual damage caused to the Client by illegal acts / omissions, the amount of which must be confirmed by the relevant documents.

### **Responsibility of the Client:**

**11.4.** The Client shall be responsible for legitimacy of its transactions in accordance with the legislation of the Republic of Kazakhstan, including for compliance of performed transactions to its statutory activity, as well as for reliability of documents provided to the Bank which shall be the basis for opening of an account and managing transactions on the Account.

### **Exclusion of liability:**

**11.5.** The Parties shall not be liable for cases of non-performance or improper performance of obligations under this Agreement if such cases resulted from occurrence of force-majeure circumstances, including but not limited to: adoption by authorized public bodies, the National Bank of the Republic of Kazakhstan, of restrictive-prohibitive acts/measures, software failures, power outages, damage of communication lines and other circumstances which are beyond the control of the Parties and are directly relevant to the Subject of this Agreement;

**11.6.** The Bank shall not be liable for performance of the Client's payment document with incorrectly indicated reference details including the wrong performance of a payment document if the mistake in such payment document was made by the Client;

**11.7.** The initiator of the payment shall be liable for the reasonability of money withdrawal (debiting) without the Client's consent. The Bank shall not consider basically the objections of the Client against money withdrawal (debiting) from the Accounts without the Client's consent;

**11.8.** The Bank shall not be liable before the Client for non-performance or improper performance of obligations under this Agreement which has occurred as a result of unclear, incomplete or inaccurate instructions of the Client, or third parties, or by other reasons being beyond the control of the Bank;

**11.9.** The Bank shall not be liable for the loss caused to the Client due to non-performance or improper performance by the Client of obligations provided for by this Agreement;



**11.10.** The Bank shall not be liable for losses caused as a result of suspension of transactions on the Account and/or seizure of the money on the Account applied in accordance with the legislation of the Republic of Kazakhstan, including for losses caused to the Client as a result of writing-off the money from the Client's Account by third parties without the Client's consent;

**11.11.** The Bank shall not be liable for the actions of persons authorized by the Client to manage the Account, in case of non-notification/untimely notification of the Bank about replacement of such persons in accordance with Item 9.12. of this Agreement;

## **12. Terms of the Agreement effectiveness**

**12.1.** The Application for accession shall be considered accepted, and the Agreement – concluded, from the moment of acceptance by the Bank of the Application for accession signed by the Client (its Representative) by putting of corresponding mark on it, unless otherwise stipulated in the text of the Application for accession. The term of the Agreement is not limited and is determined by interest of the Parties.

**12.2.** The conclusion of the Agreement with the Client being the person connected with the Bank by special relationship shall be made in accordance with Article 40 of the Law of the Republic of Kazakhstan "About the banks and the banking activity in the Republic of Kazakhstan.

**12.3.** The Accounts shall be closed according to the application of the Client at any time, but no later than 30 (thirty) working days from the moment of receipt of the Client's application, except for cases provided for by the legislation of the Republic of Kazakhstan or this Agreement.

## **13. Settlement of disputes**

**13.1.** In respect of the issues not regulated by this Agreement the Parties shall be governed by the legislation of the Republic of Kazakhstan.

**13.2.** All disputes and controversies occurring in the performance of this Agreement or connected with it (including unauthorized transactions) shall be considered by the Parties jointly within the period of no more than 10 (ten) working days.

**13.3.** All disputes (disagreements) related to this Agreement that are not settled by negotiation shall be brought before the courts of the Republic of Kazakhstan at the location of the Bank or its branch (at the discretion of the Bank) (except for cases where, in accordance with the requirements of civil procedural legislation, exclusive jurisdiction is established).

**13.4.** Mutual claims regarding settlements between the payer and the payee shall be considered directly by them, without participation of the Bank.

## **14. Procedure for amending the Agreement**

**14.1.** The bank shall have the right to initiate changes and/or amendments in the Agreement having placed information on the corporate website of the Bank ([www.jysanbank.kz](http://www.jysanbank.kz)), in operational halls of the bank branches and its additional facilities. The Client shall be notified of the information on corresponding changes and/or amendments later than 5 (five) working days before date of introduction of such changes and/or amendments.

**14.2.** Non-provision by the Client to the Bank of the application about non-acceptance of the conditions of the Agreement taking into account the introduced changes and/or additions within 5 (five) working days from the moment of the Client's notification about introduction of such changes and/or amendments to the Agreement shall mean agreement of the Client with the new (updated) edition of the Agreement and accession to it in whole taking into account the introduced changes and/or additions which shall become effective from the end date of informing the Client about the new (updated) edition of the Agreement.

**14.3.** After introduction of changes and/or additions to the Agreement, it shall continue to be in effect in the updated form.

**14.4.** In case of changes to the legislation of the Republic of Kazakhstan requiring introduction of changes and/or additions to the Agreement in accordance with the procedure established by clauses 14.1.-14.3. of the Agreement, the Parties under the Agreement shall be governed by relevant provisions of the legislation of the Republic of Kazakhstan.

## **15. Confidentiality**

**15.1.** Any information provided by the Parties to each other in connection with the Agreement, as well as the mere fact of the Agreement conclusion, are the confidential information and may not be disclosed to third parties without receipt of preliminary written consent of the other Party, unless otherwise stipulated by the requirements of the legislation of the Republic of Kazakhstan or conditions of the Agreement.

**15.2.** The Bank shall not be liable in cases of violation of confidentiality due to the fault of the Client or cases when the confidential information was known or became known to third parties from other sources.

**15.3.** Submitting the Application for accession the Client agrees that for the purposes of opening, management and closure of current accounts, performance of transactions provided for by the Agreement the Bank shall the right to require disclosure of any information, in accordance with provision of the legislation of the Republic of Kazakhstan, internal documents of the Bank establishing the necessity of observation of information disclosure level specified in them, and the Client shall be obliged to provide to the Bank, at its first demand, any information within the terms established by the Bank.

**15.4.** Submitting the Application for accession the Client shall unconditionally and irrevocably authorize the Bank for provision, on conditions of confidentiality, on the basis of the Agreement, without any additional consent of the Client, to the following third parties of:

a. all and any information having relation to the Client and/or the Agreement and/or other Agreements concluded between the Bank and the Client, including the agreements which ceased to be effective, constituting the bank secrecy as determined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other secrecy protected by the law to legal entities being large participants of the Bank, affiliated legal entities of the Bank; authorized public agencies, courts, law-enforcement agencies (including, agencies of inquest and/or preliminary investigation, national security agencies) at their request, or in case of violation by the Client of obligations to the Bank, or in case of violation by the Client of provisions of the legislation of the Republic of Kazakhstan; any third parties to which the Bank assigns its rights of requirements under the Agreement;

b. any information having relation to the Client and/or the Agreement and/or other Agreements concluded between the Bank and the Client, including information which ceased to be effective, constituting the bank secrecy as determined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other secrecy protected by the law necessary and sufficient for proper provision of services to the Bank, shareholders of the Bank and/or affiliated entities of the Bank, as well as for realization of own functions within the legislation of the Republic of Kazakhstan (submission of reports/statements/information to the National Bank of the Republic of Kazakhstan, state revenue bodies as well as in other cases requiring or obliging of submission of such information/data) to any third parties which are employed or will be employed in future by the Bank, shareholders of the Bank and/or affiliated entities of the Bank for conducting of analytical surveys, provision of other services, including, but not limited to, services on debt repayment, consultation, legal, audit and other services, in respect of such payment and/or money transfer (including to banks-correspondents, payment card systems, etc.), for provision of such third parties with opportunity to perform their obligations to the Bank, shareholders of the Bank and/or affiliated entities of the Bank, as well as for fulfillment of own functions within the legislation of the Republic of Kazakhstan;

c. any information having relation to the Client and/or the Agreement and/or other Agreements concluded between the Bank and the Client, including information which ceased to be effective, constituting the bank secrecy as determined by the legislation of the Republic of Kazakhstan, as well as commercial and/or other secrecy protected by the law, for the purposes of performance of requirements, international agreement ratified by the Republic of Kazakhstan to authorized public agencies of the Republic of Kazakhstan, foreign tax authorities, including tax authorities of the USA (IRS) and foreign tax agents.

**15.5.** Hereby the Client shall provide the Bank with its unconditional consent for collection by the Bank from any sources and processing, dissemination by the Bank of any information about the Client, including the information constituting bank secrecy and other secrecy protected by the law, personal data of the Client (its representative) (further – the Information), for the purposes of conclusion and within performance of the Agreement and/or other transactions with the Bank, including for proper performance by the Client of its obligations under them, as well as in connection with occurrence or possibility of occurrence, between the Bank, the Client and (or) any third parties, including entities with which the Client and (or) the Bank is (are) connected by circumstances or relationship, of any relationship, including, but not limited to: relationship connected with: provision of banking and other services, including performance, prior to their provision or during their provision, of any actions/transaction (on evaluation and (or) insurance (if any), etc.); provision of notifications, requirements, as well provision of information, including about services of the Bank; submission of requests and receipt of any data and information; as well as in other cases where the need in collection, processing and dissemination of the Information occurs/is present. The collection, processing and dissemination of the Information shall be made at the discretion of the Bank by any methods not violating the legislation of the Republic of Kazakhstan.

The Bank shall have the right to:

- 1) pass the Information to authorized public agencies and any other entities specified in this Agreement when the Bank is obliged or has the right to take such actions in accordance with requirements of the legislation, concluded Agreements and in other cases; perform transboundary transfer of the Information, including according to the Law of RK “About personal data and its protection” (further – the Law);
- 2) disseminate the Information, including according to the Law;
- 3) determine independently the conditions of access to the Information;
- 4) keep the Information on any carriers during periods of storage established by the legislation of RK and internal documents of the Bank, after termination of legal relationship with the Bank.

The Bank shall not be obliged to notify anybody of actions taken by the Bank on collection, processing and transfer of the Information to any third parties.

The Client shall be obliged within 3 (three) working days to notify in written form the Bank about new Information, any changes and/or additions to the Information passed by the Client to the Bank, with provision to the Bank of corresponding confirming documents for introduction of changes and (or) additions to the Information by the Bank.

## **16. Final Provisions**

**16.1.** The Agreement is a complete mutual understanding of the Parties in relation to its subject matter and shall supersede all previous written or oral agreements or arrangements that existed between the Parties with respect to the terms of the Agreement;

**16.2.** The Agreement shall be obligatory for the Parties, their successors and authorized representatives.

**16.3.** If any provision of the Agreement ceases to be effective or legitimate, this must not in any way affect or abate the effectiveness and legitimacy of other provisions of the Agreement, in such cases the Parties will take all efforts for replacement of the ineffective provision by a new one legally meaningful.

**16.4.** Submitting the Application for accession the Client confirms that:

- a. all information provided by the Client for the purposes of conclusion and performance of the Agreement is/will be reliable, complete and accurate;
- b. the conclusion of the Agreement shall not contradict and will not contradict any Agreements to which the Client is a party, its statutory documents, as well as any other requirements which the Client is obliged to observe or which are applicable to it, including the legislation of the Republic of Kazakhstan and the legislation of the country of residence of the Client;
- c. the Client is duly founded and registered in accordance with the legislation of the country of its residence;
- d. the Client and its representatives, authorized persons shall have all necessary rights and authorities from corresponding corporate bodies/public authorities for conclusion and performance of the Agreement;
- e. the Client performs and will perform all requirements of the legislation of the Republic of Kazakhstan in respect of the procedure for realization of procurement of financial services, including the Client has performed all necessary procedures for selection of the Bank as the supplier of financial services, - in case if the Client is a subject of the natural monopoly, public procurement, or other requirements determining the procedure and conditions of procurement of financial services are applicable to it.

**16.5.** The Client acknowledges and agrees with the fact that the Bank is actively engaged in prevention of cases of involvement of the Bank in criminal actions and schemes of money laundering, such as legalization of criminal income, terrorism, fraud, corruption, etc. The work standards of the Bank are directed for preservation and protection of the Bank's reputation, as well as that the belief of the Clients in the integrity of the Bank will not be in any way shattered. In this connection, the Bank, at its discretion, shall establish certain requirements to the Clients of the Bank and the transactions and deals performed by the Clients of the Bank which may periodically change. Thus, the Bank may establish criteria by which this or another Client of the Bank or this or another deal or transaction of the Client of the Bank may be related to the category of uncommon/suspicious Clients and/or transactions.

**16.6.** Hereby the Client assures that in respect of personal data of personal data subjects transferred or subject to transfer in future by the Client to the Bank under the Agreement (to Authorized persons and Representatives), as well as in other cases when in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank the necessity in collection, processing of such personal data occurs, the Client has beforehand obtained from personal data subjects, which personal data it has provided, agreement for collection and processing of personal data, personal data transfer to a third party, including to the Bank, their collection and processing by the Bank, trans-boundary transfer of personal data, regardless of provision by corresponding foreign state of protection of transferred personal data if such transfer is not prohibited or restricted by the legislation of the Republic of Kazakhstan.

In case of necessity determined by the Bank the Client shall provide to the Bank a documentary confirmation of availability of agreements collected by the Client from personal data subjects for collection and processing of personal data, personal data transfer to a third party, including to the Bank, their collection and processing by the Bank, trans-boundary transfer.

Responsibility for absence of abovementioned agreements shall borne by the Client. In case of application to the Bank of any measures for violation of the legislation of the Republic of Kazakhstan about personal data the Client shall undertake to repay to the Bank, upon the Bank's demand, any expenses and losses incurred by the Bank.

**16.7. Anticorruption clause.**

In performing of their obligations under the Agreement, the Parties, their affiliated entities, employees or mediators shall:

- a) not pay, not offer to pay and not permit the payment of money or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of these persons with the purpose of obtaining any illegal advantages or other illegitimate purposes;
- b) not perform any actions classified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Agreement, such as provision/receipt of a bribe, commercial bribery, corruption.

Either Party under the Agreement shall refuse to create an incentive in any way for employees/representatives of the other Party, including by provision of money, gifts, gratuitous performance of works (services) for them and by other means not indicated in this Item which shall make an employee dependent to a certain extent and shall be aimed at provision of performance by this employee of some actions to the advantage of the Party creating an incentive for him/her.

The actions of the employee performed to the advantage of the Party/the Client creating an incentive for him/her shall mean:

- a) provision of unjustified advantages in comparison to other counteragents;
- b) provision of some guarantees;
- c) acceleration of corresponding procedures;
- d) other actions performed by the employee within his/her functions but contradicting principles of transparency of

relationship between the Parties.

**16.8.** The order of articles, article titles and other titles contained in the Agreement are used for convenience and do not contain any restrictions, characteristics or interpretations of any provisions of the Agreement.

**16.9.** The Agreement is made in the Russian, Kazakh and English languages. In case of discrepancies in the texts of the Agreements in the Kazakh, the Russian and the English languages, the Russian language prevails.

**16.10.** This Agreement, upon the Client's demand, shall be handed over to the Client upon opening of an Account and provision of other services under the Agreement, for convenience of their application, performance and observation. In case if the Client wishes to receive other services provided by the Bank, apart from the services envisaged in the Agreement, this will require the conclusion of separate Agreements for provision of corresponding services, as well as observation of other requirements provided for by normative legal acts of the Republic of Kazakhstan and/or the internal policies, standards, procedures, other internal documents of the Bank.

**16.11.** All notifications to be sent in accordance with the terms of this Agreement shall be sent by post / fax / to the electronic address / via the "Internet-Banking" system / by sending an SMS message to the Client's telephone number specified in the Application for Accession to this Agreement.

**The Bank's details:**

242 Nursultan Nazarbayev ave., Almaty 050059, Republic of Kazakhstan

Certificate of state reregistration of a legal entity dated April 26, 2019

BIN 920140000084

ИС KZ48125KZT1001300336 in the National Bank of RK

BIC TSESKZK