

Subsidiary VTB Bank Joint Stock Company (Kazakhstan)

**Regulations on general conditions of conducting banking and other operations at Subsidiary VTB Bank JSC (Kazakhstan)**

Almaty 2017

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**Registration No. \_\_\_\_\_**  
**dated \_\_\_\_\_ 2017**

**Approved**  
**by the decision of the Board of**  
**Directors of Subsidiary VTB Bank**  
**JSC (Kazakhstan)**  
**Dated December 20, 2017**  
**minutes No. 25/2017**

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**Regulations on general conditions of conducting banking and other operations at**  
**Subsidiary VTB Bank JSC (Kazakhstan)**  
**Chapter 1. General provisions**

1. The present Regulations on general conditions of conducting banking and other operations at Subsidiary VTB Bank JSC (Kazakhstan) (hereinafter referred to as the Regulations) have been developed in accordance with the current legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan “On banks and banking activities in the Republic of Kazakhstan” dated August 31, 1995 (hereinafter referred to as the Law “On banks and banking activities”) and the Bank Charter, internal documents of the Bank.
2. The present Regulations define general conditions and procedure of conducting banking and other operations by the Bank, and contain the following information and procedures:
  - 1) maximum amounts and deadlines for accepted deposits and provided credits;
  - 2) maximum values of interest rates for deposits and credits;
  - 3) conditions of payment of interest for deposits and credits;
  - 4) requirements to security accepted by the bank;
  - 5) maximum values of interest rates and tariffs for banking transactions;
  - 6) interest rates and tariffs for banking transactions provided for by these Regulations;
  - 7) deadlines for making decisions on provision of banking services;
  - 8) procedure for consideration of client’s appeal arising in the process of provision of banking services;
  - 9) rights and obligations of the Bank and its client, and their responsibilities;

- 10) provision on procedure of working with clients;
  - 11) other conditions, requirements and limitations for conducting banking operations which, as the Board of Directors of the Bank believes, have to be included in the general conditions of conducting banking operations
3. The Bank is registered as an entity by the Ministry of Justice of the Republic of Kazakhstan (certificate of state registration No. 5062-1900-AO dated September 19, 2008) and conducts its activities on the basis of the license to conduct banking and other operations, and activities in the foreign currency market No. 1.2.14/39 dated December 23, 2014 (hereinafter referred to as the license) issued by the National Bank of the Republic of Kazakhstan.
  4. In conducting banking operations stipulated by the license, the Bank shall be guided by the Law “On banks and banking activities”, the Law of the Republic of Kazakhstan “On anti-money laundering and terrorism financing” No. 191-IV dated 28.08.2009, the provisions of the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan dated December 19, 2003 “On advertising”, the Decree of the Management Board of the National Bank of the Republic of Kazakhstan No. 36 “On Approval of the Regulations for Provision of Banking Services and Consideration of Client’s Claims Arisen from the Provision of Banking Services by Banks, Organizations Carrying Out Separate Types of Banking Transactions” dated July 28, 2017, legislative acts of the authorized state authority and internal documents of the Bank, regulating the procedure for provision of services and conducting operations in the financial market by the Bank, as well as legislation of foreign states affecting the activity of the Bank.
  5. In order to ensure compliance with the requirements of the legislation of the Republic of Kazakhstan, guidelines of the National Bank of the Republic of Kazakhstan, policy of the VTB Group and obligations of the Bank arising after the procedure of registration at the site of the US Tax Service as RDCFFI (Registered Deemed-Compliant Financial Institution), the Bank performs an adequate verification of clients (and their representatives) and beneficiary owners (including belonging of the client to the US Person) in the following events:
    - 1) prior to establishing business relationship with the client;
    - 2) in effecting operations with money and (or) other property subject to financial monitoring, including suspicious operations;
    - 3) where there are grounds to doubt the reliability of the previously received data about the Client (or representatives), beneficiary owner.
  6. In the event of failure by the client to provide the documents required by the Bank within the adequate verification procedures, including questionnaires/ applications/consents in accordance with the form of the Bank, as well as in the events of incomplete/inadequate filling in of such, an employee of the Bank/Affiliate/Additional premise shall refuse to provide banking services to the client.

## **Chapter 2. Basic terms and accepted abbreviations**

7. The following terms and abbreviations are used in the present Regulations:
  - 1) the Bank - Subsidiary VTB Bank Joint Stock Company (Kazakhstan);

- 2) banking services - conducting by the Bank of banking and other operations, established by Article 30 of the Law “On banks and banking activities”;
- 3) banking ombudsman -an individual, who is independent in his/her activity, conducting settlement of disputes, arising from the contract of mortgage loan between bank, the organization conducting particular types of banking operations, and the borrower, an individual, upon his/her appeal in order to reach agreement on satisfaction of rights and legitimate interests of the borrower, bank and organization conducting particular types of banking operations;
- 4) beneficiary - a person in whose favor the guarantee and/or letter of credit is issued;
- 5) beneficiary owner - an individual, who owns directly or indirectly more than 25 (twenty five) participatory interest in equity capital or outstanding (less preferred and treasury shares) shares of the Client acting as a legal entity, as well as the individual exercising control over the Client otherwise, or in the interests of which the Client performs operations with money and/or other property;
- 6) deposit-cash in national or foreign currency, which is placed by the depositor in the Bank for the purpose of their keeping and, unless otherwise is provided by terms of deposit, in order to obtain income on the conditions of its repayment, regardless of whether it should be repaid upon the first demand of the depositor or after some time, fully or partially with or without pre-set premium, directly to the depositor, or transferred to the third party(-ies) on his/her behalf.
- 7) FATCA questionnaire - questionnaires for legal entities, individuals and individual entrepreneurs for the purpose of adequate verification and classification of clients, provided for by the FATCA Regulations;
- 8) guarantee - an obligation issued by the guarantor in favor of a third party (beneficiary) in the written form, which consists in payment by the guarantor of an amount of money upon written demand of the beneficiary, prepared in accordance with the terms of guarantee, attaching documents, which could be specially set out in the guarantee;
- 9) contract on providing banking service - a contract under which the Bank undertakes to provide banking services upon the client’s order, and the client undertakes to pay for these services, unless otherwise is provided by the contract. Additional agreements to the contract are an integral part of the main contract;
- 10) loan (credit) - conducting by the Bank of banking loan, leasing, factoring, forfaiting operations on the basis of license of the authorized body;
- 11) application for banking services is a written request from the client to consider a possibility of providing banking services, depending on the type of bank product, not involving accession to the standard terms and conditions of the Bank Contract;
- 12) client-banks and organizations effecting certain types of banking operations, other legal entities, individuals, including those conducting business activity without registration of legal entity, residents or non-residents of the Republic of Kazakhstan, using or intending to use banking services;
- 13) Conversion – operation for exchange of one currency to another currency;
- 14) Contract Centre – Client Servicing Division of the Department of Retail Business of the Bank which is competent to consult and provide services to clients upon telephone call;
- 15) Operation day – time period within one working day of the Bank, during which client

servicing is provided. The duration of an operation days shall be independently determined by the Bank and established by the Order of the Chairman of the Management Board of the Bank;

- 16) list of organizations and persons related to financing of terrorism and extremism (hereinafter referred to as the “List of extremists”) – list of organizations and individuals in relation to which there are data on their involvement in extremist activity or terrorism formed by the Financial Monitoring Committee of the Ministry of Finance of the Republic of Kazakhstan on the basis of the requirements of the legislation of the Republic of Kazakhstan on anti-financing of terrorism and legalization (laundering) of money received in a criminal way;
- 17) Payment services – services on taking and making payments and (or) money transfers using a bank account; services on acceptance of cash for placing to bank accounts, including bank accounts of third persons; services on acceptance of cash for payments without opening a bank account for the remitter of the cash; services on transfer of money without opening a bank account; services on provision and repayment of electronic money; services on issue of payment cards; services on sale (distribution) of electronic money and payment cards; services on acceptance and processing of payments made with the use of electronic money; services on processing of payments initiated by the client in the electronic form and transfer of necessary data to the bank, organization which carries out separate types of banking operations for making a payment and (or) transfer or acceptance of money on these payments;
- 18) Client representative is an authorized person of a client, acting on behalf of the client on the basis of a power of attorney or on the basis of constituent documents of the legal entity or the legal representative of an individual (a parent, an adoptive parent, a guardian, a foster parent);
- 19) US Person - a partnership of a corporation registered in the United States of America or in accordance with the legislation of the United States of America (hereinafter referred to as the US) or one of the states; or a trust where: 1) it is subject to the jurisdiction of the US courts 2) one or more US persons have an authority to control all major decisions or this trust, or property of a deceased person who was a citizen or a resident of the USA, with the exception of corporations specified in the US Tax Code;
- 20) FATCA Regulations - Regulations for conducting complex verification of clients (individuals and individual entrepreneurs) in order for the Subsidiary VTB Bank Joint Stock Company (Kazakhstan) to comply with the regulations of the US Foreign Accounts Tax Compliance Act (FATCA) approved by the Bank Management dated 27.06.2014 (Protocol 44);
- 21) Maximum values of tariffs – applicable for the Bank minimum and maximum values of tariffs for conduct of banking operations/provided services required for in these Regulations, within which the Management Board of the Bank is authorized to take decision on approval of the amount of basic and preferential tariffs, except for individual tariffs which are applied to clients only by the decision of the Board of Directors of the Bank;

- 22) SRB – System of remote banking for provision a set of electronic banking services to clients, which allow clients to promptly perform banking transactions on their bank accounts opened in the Head Office and/or Branch of the Bank, as well as to receive information on balances and/or cash flow, payments and/or transactions of money on these accounts, and other information at the request of the client. SRB is represented by alternative channels: Internet Banking, Mobile Banking and ATM, depending on the communication channel through which electronic banking services are provided;
- 23) The Bank’s Stop-lists - include a list of persons with the high risk of carrying out pseudo-entrepreneurial activity submitted by the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan (hereinafter referred to as the “SRC MF RK”), list of undesirable clients of the VTB Group formed by the Parent Bank, list of persons in relation to whom sanctions apply imposed by the Office of Foreign Assets Control of the US Department of the Treasury, European Union and United Nations Organization, and other lists formed by the Bank and correspondent banks;
- 24) Tariff – cost of certain banking operations and services, the amount of which is provided for in these Regulations and/or approved by the decision of the Management Board of the Bank within Limit values of tariffs provided for in these Regulations. The amount of individual tariff shall be approved by the decision of the Board of Directors of the Bank;
- 25) typical contract - form of the contract approved by the authorized body of the Bank, which contains conditions of providing banking services and banking products to the client of the Bank, rights and obligations of the Bank and the client, other conditions;
- 26) authorized state body - state body responsible for regulation and supervision of financial market and financial organizations;
- 27) authorized body of the Bank-permanently working collective body, which has delegated powers to regulate a particular type of banking activities, the structure, functions and powers of which are approved by internal documents of the Bank;
- 28) branch -separate division of the Bank, which is not a legal entity, located outside the Bank, conducting banking activities on behalf of the Bank and in its interests, acting within the limits of powers provided to it by the Bank, and also including additional premises;
- 29) electronic banking services –services connected with the receipt of access by the client to its bank accounts to receive electronic payment services and information banking services.

### **Chapter3. Procedure of disclosing information on provided banking services by the Bank**

8. General conditions of conducting banking and other operations, established in the present Regulations, are public information and cannot be the subject of commercial or bank secrecy.
9. The present Regulations are placed on the corporate (official) website of the Bank ([www.vtb-bank.kz](http://www.vtb-bank.kz)) and provided upon the first demand of the client when he/she appeals to the Bank for the purpose of obtaining banking service. In order to get additional

information about conditions of conducting banking operations and services, clients can also refer to the Contact Centre (telephone numbers for inquiries: 5050 - free of charge when calling with a mobile phone, + 7 (727) 330-50-50) and other structural divisions of the Bank providing consultation and servicing to the clients of the Bank.

10. At the head office and branches (their additional premises) of the Bank, in areas accessible for review and acquaintance, on its website ([www.vtb-bank.kz](http://www.vtb-bank.kz)), the Bank places up-to-date information on the rates and tariffs for banking services specifying details on dates of approving and making changes to effective rates and tariffs, number of internal document and authorized body of the Bank, which approved (accepted) them.
11. When the tariffs are changed, the Bank notifies the Clients by posting the announcement in the places available for observing and reviewing and / or posting the relevant information on the corporate (official) WEB-site of the Bank ([www.vtb-bank.kz](http://www.vtb-bank.kz)), within the times limits confirming the legislation of the Republic of Kazakhstan and / or the relevant Agreement concluded between the Bank and the Client.

In addition to this, the Bank shall not have the right to unilaterally change upwards the fees on Payment services established as of the date of signing a contact between the Bank and client, except for the fees collected for international payments and (or) money transfers on which the Bank shall notify the client about changes in the fees in the procedure and terms provided in the contract.

12. The Bank on the basis of the license of the authorized state body, conducts the following banking operations (in national and/or foreign currency):
  - 1) opening and maintenance of bank accounts, accepting deposits of individuals;
  - 2) opening and maintenance of bank accounts, accepting deposits of legal entities;
  - 3) opening and maintenance of correspondent accounts of banks and organizations conducting certain types of banking operations;
  - 4) opening and maintenance of metal accounts of individuals and entities which reflect the physical quantity of refined precious metals and coins made from precious metals owned by this person;
  - 5) cash operations (receipt and withdrawal of cash, including changing, exchange, recalculation, sorting, packing and storage);
  - 6) transfer operations (execution of payment and transfer orders of individuals and entities);
  - 7) accounting operations (accounting (discount) of bills and other debt related commitments of individuals and entities);
  - 8) banking loan operations (providing credits in cash form on the terms of payment, time limitation and reimbursement);
  - 9) organization of exchange operations with foreign currency, including organization of exchange operations with foreign currency in cash;
  - 10) acceptance of payment documents for collection (except for bills);
  - 11) opening (issuing) and confirmation of the letter of credit and execution of obligations under it;
  - 12) issuing bank guarantees to be executed in cash form;
  - 13) issuing bank sureties and other obligations for third parties to be executed in cash



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13. In addition to banking operations stipulated in paragraph 12 of the present Regulations, the Bank has the right to conduct safe deposit operations (services on custody of securities issued in documentary form, documents and valuables of clients, including leasing of safe deposit boxes, lockers and premises), brokerage and dealing, operations using payment cards, and other operations in accordance with the license of the authorized state body and other activities stipulated by legislation of the Republic of Kazakhstan and by the Bank's license.
14. Relationships between the Bank and clients when providing banking services are executed on contractual basis, unless otherwise is provided by the current legislation of the Republic of Kazakhstan, including by accession to the typical contract. The contract concluded between the Bank and the Client shall contain mandatory terms and conditions established by the legislation of the Republic of Kazakhstan for the contracts of appropriate type and conditions determined by agreement of the parties.
15. When conducting banking operations (concluding transactions) with clients, who are non-residents of the Republic of Kazakhstan, the Bank and the client are governed by the current legislation of the Republic of Kazakhstan, as well as by generally accepted (unified) international regulations and customs, provisions of international treaties ratified by the Republic of Kazakhstan.
16. Transaction with the person having special relationships with the Bank can be conducted only upon decision of the Board of Directors of the Bank, except for the cases where typical conditions of such transactions have been approved by the Board of Directors. Refusal of the claim rights in respect of assets, provided (placed) by the persons having special relationships with the Bank, is executed with subsequent notification of the Bank's Shareholder.
17. The Bank does not provide preferential terms to persons having special relationships with the Bank, namely:
  - 1) does not enter into transaction with persons having special relationships with the Bank, or in their favor, into which the Bank would not have entered with persons having special relationships with the Bank because of its nature, purpose, characteristics and risks;
  - 2) does not charge interest and fee for conducting banking operation/service or does not accept security that is lower than that required from other persons
18. The Bank does not provide loans (credits) without security (blank loans) to persons having special relationships with the Bank, except where such persons are members of the bank conglomerate.
19. The Bank cannot enter into transaction with any person which entails:
  - 1) payment of obligations to a person having special relationships with the Bank;
  - 2) purchase of any property from the person having special relationships with the Bank;
  - 3) acquisition of securities issued by the person having special relationships with the Bank, except for securities that are owned by the Bank.

20. The Bank does not provide loans (credits) to persons registered in the off-shore zones, the list of which is established by the authorized state body.
21. The Bank is obliged to refuse the individual or legal entity in establishing business relations in the following cases:
  - 1) inability to capture the information required for identification of any individual or legal entity (its representative, beneficiary owner) establishing business relations or performing operation with money and/or other property;
  - 2) inability to establish a supposed goal and a character of business relations;
  - 3) impossibility to identify the beneficiary owner and record data necessary for his/her identification;
  - 4) for the anonymous owner, i.e. individual or legal entity requesting information about opening a bank account (deposit), who failed to provide the documents required for this identification;
  - 5) to an individual without his/her or his/her representative opening a bank account (deposit) personal presence, except for cases of remote establishment of business relations, if the Bank makes a decision to establish business relations with the new clients remotely.
22. The Bank is entitled to refuse establishing of business relationship with an individual or legal entity and performing transactions with cash and/or other property, and not to carry out the client's instructions, and also to terminate business relations with the client, in the following cases:
  - 1) any suspicions that business relations are used by the client for the purposes of legalization (laundering) of proceeds from crime and financing of terrorism;
  - 2) there is a probability that when executing the client's order the Bank could be involved in doubtful operations associated with fraud, trafficking of arms and ammunition and other unusual operations, which could be defined both by the Bank's internal documents of counteraction of the legitimization (laundering) of proceeds of crime and the financing of terrorism and by the legislation of the Republic of Kazakhstan, international acts and legislation of the country in the territory of which there is any of the participants of operation on a permanent or temporary basis;
  - 3) coincidence of the identification data of the client, his/her founders, beneficial owners, representatives, officials with the data from the List of extremists, the existence of the client's transaction recipients under operations, the agreement parties, operation participants included in the List of extremists;
  - 4) coincidence of the identification data of the individual or legal entity, its founders, beneficial owners, representatives, officials with the data from the Bank's Stop-lists, the existence of the client's transaction recipients under operations, the agreement parties, operation participants included in the Bank's Stop-lists;
  - 5) refuse to execute an order for conducting transaction, for which there were no presented documents necessary to capture information about the person conducting operation and the recipient of the payment/transfer, except for operations for deposit of money transferred to the account of the client.
- 22-1. The Bank is obliged to refuse an individual or legal entity in conducting operations in the

following cases:

- 1) impossibility of recording data necessary for the identification of an individual or legal entity (his representative, beneficial owner), establishing business relations or performing an operation with cash and (or) other property;
  - 2) impossibility to establish the intended purpose and nature of business relations;
  - 3) impossibility of identification the beneficial owner and recording data necessary for his/her identification;
  - 4) impossibility of reliability verification and updating the client's information (or his/her representative) and beneficial owner.
23. The Bank has the right not to disclose reasons for denying providing banking services/product to individual or legal entity, except for the bank loans, if data and information constitute potential commercial value and are official secret of the Bank by virtue of non-public nature.
- 23-1. The Bank does not establish business relationship with new customers remotely.
24. The Bank may provide electronic banking services remotely via communication channels by means of personal computers, telephones, Internet and other means that do not contradict the legislation of the Republic of Kazakhstan. The procedure of providing security, consideration of clients' appeals and confidentiality when providing by the Bank / obtaining by clients of electronic banking services is defined by internal documents of the Bank. Payment of all remunerations for the provision (maintenance) by the Bank of electronic banking services and getting access to them by method (methods) (via Internet and other communication channels, with the use of telephone, personal computer or other devices), which is defined by the contract on providing electronic banking services or the contract on banking services, containing the condition of providing electronic banking services, is performed by clients of the Bank in accordance with effective tariffs of the Bank. Information on updates (changes) of methods of providing electronic banking services and getting access to them, including creation of new versions, is placed in accordance with the terms of the concluded contract on providing electronic banking services or the contract on banking services containing conditions of providing electronic banking services. The procedure for providing electronic banking services are governed by the relevant internal documents of the Bank, approved by the authorized body of the Bank, which are placed on the relevant internet website of the Bank ([www.vtb-bank.kz](http://www.vtb-bank.kz)).
25. The Bank, in order to protect the client's money from unauthorized access and to prevent fraudulent operations, may establish restrictions and limits on the amounts of operations carried out with the use of remote e-banking system. The value of these restrictions and limits, as well as the conditions and procedures for their establishment are determined by the Bank itself. At that the Bank notifies the client on setting such limits by placing appropriate information on the web-site of the Bank at the following address: <https://online.vtb-bank.kz>, <https://ibank.vtb-bank.kz>

#### **Chapter 4. Procedure of working with clients and deadlines for making decisions on providing banking services**

26. When providing banking service to the client, the Bank:
- 1) before conclusion of the contract on providing banking service, provides the client with:
    - a) information on rates and tariffs, terms of making decisions on application for providing banking service (where it is necessary for the client to submit application);
    - b) information on conditions of providing banking service and list of documents necessary for conclusion of the contract on providing banking service;
    - c) information on liability and possible risks of the client in case of nonperformance of obligations under the contract on providing banking service;
    - d) consultations on client's questions which have arisen;
    - e) upon client's request - copy of typical form of the relevant contract on providing banking service;
  - 2) considers the client's application for providing banking service (where it is necessary for the client to submit application) within the terms established in paragraphs 31-34 of the present Regulations;
  - 3) before conclusion of the contract on providing banking service, gives the client time required to get acquainted with its conditions;
  - 4) informs the client about his/her right to appeal, in case of disputes on provided banking service, to the Bank, banking ombudsman (in case of mortgage loans), the authorized state body or court. For these purposes, the client is provided with information about location, postal and e-mail addresses (internet site) of the Bank, banking ombudsman and the authorized state body;
  - 5) informs the client about sources of placing financial statements and other information of the Bank upon demand;
  - 6) ensures confidentiality of information provided by the client.
27. Before conclusion of the contract of bank deposit, in addition to information and documents required by sub-paragraph 1, paragraph 26 of the present Regulations, the Bank provides the client with the following information on bank deposits in oral form:
- 1) type of deposit (demand deposit, term deposit, conditional deposit);
  - 2) term of deposit - (where available);
  - 3) minimum amount of deposit;
  - 4) interest rates, including interest rate based on reliable, annual, effective, comparable calculation (actual cost) as of the date of the client's appeal;
  - 5) conditions of prolongation of the term of deposit without conclusion of additional agreement (where available);
  - 6) ability to replenish/withdraw deposit, including conditions of full or partial early, capitalization, withdrawal of deposit amount (where available) ;
  - 7) amount and procedure for payment of interest and consequences of failure to ensure the minimum amount of the deposit;

- 8) amount of guaranteed reimbursement for guaranteed bank deposits, established by legislative acts of the Republic of Kazakhstan.
28. Before conclusion of the contract of bank loan, in addition to information and documents stipulated by sub-paragraph 1, paragraph 26 of the present Regulations, the Bank provides the client with the following information on bank loans (credits) in oral form:
- 1) term of providing bank loan (credit);
  - 2) limit amount and currency of bank loan (credit);
  - 3) type of interest rate: fixed or floating, procedure of calculation in case of floating interest rate;
  - 4) value of interest rate in annual percentage and its value based on reliable, annual, effective, comparable calculation (actual cost) as of the date of the client's appeal;
  - 5) an exhaustive list and amounts of commissions, tariffs and other expenses associated with obtaining and servicing (repayment) of bank loan (credit) in favor of the Bank;
  - 6) cases of possible unilateral changing of conditions of the contract of bank loan, concluded with the client - legal entity, stipulated by the Law of the Republic of Kazakhstan "On banks and banking activities in the Republic of Kazakhstan";
  - 7) liability and risks of the client in case of non-performance of obligations under the contract of bank loan;
  - 8) liability of the pledger, guarantor, surety and other person, who is the party to the contract on security of the loan (credit).
29. Prior to signing the contract of bank loan in the cases stipulated by the normative legal act of the state authorized body, the Bank provides the individual for review and choosing the method of repayment of the loan with draft loan (repayment schedules, calculated according to the methodology of calculation of periodic payments under loans provided by the banks, organizations carrying out particular types of banking operations, to individuals and time bases for calculation of interest rates for such loans, established by the normative legal act of the state authorized body with the periodicity, specified in the bank loan contract, the following methods of repayment:
- 1) by method of differentiated payments under which repayment of the debt under the bank loan is carried out by decreasing payments, including equal amounts of payments under principal debt and interest accrued for the period for the balance of the principal debt;
  - 2) by method of annuity payments, under which repayment of the debt under the bank loan is carried out by equal payments during the whole period of the Bank loan, including increasing payments on principal debt and decreasing payments for interest calculated for the period on the balance of the principal debt. Sizes of the first and last payments may differ from other payments.
30. Prior to the conclusion of the bank loan contract with an individual not associated with business activities, the Bank provides the individual for choosing the conditions of crediting under which:
- 1) charging of commission fees and other payments taken into account when calculating the annual effective interest rate on the loan is not stipulated in accordance with the procedure established by normative legal acts of the authorized body;

- 2) conditions of crediting stipulating the right of the Bank to charge, in addition to interest rate, commission fees and other payments associated with the issuance and servicing of the loan and stipulated by the bank loan contract.
31. The Bank establishes the following deadlines for making decisions on providing banking services depending on type of banking product:
- 1) money lending to:
    - a) corporate clients - not more than 95 (ninety five) working days from the date of providing by the client of application and full set of documents and till the date of making decision on providing a loan (credit) by the authorized body of the Bank;
    - b) small business - not more than 90 (ninety) working days from the date of providing by the client of application and full set of documents and till the date of making decision on providing a loan (credit) by the authorized body of the Bank;
    - c) individuals – not more than 45 (forty five) working days from the date of providing by the client of application and full set of documents and till the date of making decision on providing a loan (credit) by the authorized body of the Bank.

The Bank shall inform the client on the issue or refusal to issue a bank loan (credit) within 3 (three) working days from the date of decision on a bank loan (credit), with an indication of reasons for refusal, by means provided for by the internal documents of the Bank.
  - 2) deposits of:
    - a) legal entities- notmorethan30 (thirty) working days from the date of providing by the client of application and full set of documents;
    - b) individual entrepreneurs - not more than 15 (fifteen) working days from the date of providing by the client of application and full set of documents;
    - c) individuals– notmorethan15 (fifteen) working days from the date of providing by the client of application and full set of documents;
  - 3) documentary operations and trade financing:
    - a) issuance of bank guarantees - not more than 95 (ninety five) working days from the date of providing by the client of application for issuance of guarantee and full set of documents and till the date of making decision on issuance of guarantee by the authorized body of the Bank;
    - b) issuance of documentary letters of credit- not more than 20 (twenty) working days for unpaid letters of credit, and not more than 3 (three) working days for paid letters of credit, from the date of providing by the client of application and full set of documents and till the date of making decision on issuance of letter of credit by the authorized body of the Bank;
    - c) organization of financing - not more than 125 (one hundred and twenty five) working days from the date of providing by the client of application and full set of documents and till the date of making decision on attraction of financing by the authorized body of the Bank;
  - 4) opening of current account of the client (individual and/or legal entity) is executed on the basis of application and set of documents on the day of conclusion of the contract of current bank account between the client and the Bank provided that the results of adequate verification are positive;

- 5) payments and transfers- consecutive execution of the instruction (in the form of a payment order / payment request) or a refusal to execute it, which must be made on the day of initiation by the sender, except for cases provided by the Law of the Republic of Kazakhstan dated July 26, 2016 No.11-VI “On payments and payment systems” (hereinafter referred to as the “Law on payments”) and the Tax Code of the Republic of Kazakhstan;
  - 6) Safe deposits services are provided to the client on the basis of application and set of documents on the day of conclusion of the contract of leasing of individual bank safe deposit (box) contract according to the positive results of adequate verification of the client;
  - 7) establishment of interest on the cash balance on the current account - not more than 95 (ninety five) working days from the date of providing by the client of application and till the date of making decision on accrual and payment of interest on the cash balance on the current account.
32. Deadline for making decisions on providing electronic banking services depending on type of banking product is not more than fifteen (15) calendar days.
  33. Term of considering application/making decision on providing services on issuing payment cards is not more than 7 (seven) working days from the date of receipt from the client of full set of documents stipulated by internal documents of the Bank and execution by the client of conditions required for the provision by the Bank of relevant service.
  34. In this case the specific deadlines for consideration of the client's application on providing and delivering banking services under each type of banking services/product (if an application should be submitted) are defined in the relevant internal documents of the Bank.

### **Chapter 5. General conditions of opening, maintenance and closing of bank accounts of clients**

35. The Bank conducts opening and maintenance of the following bank accounts:
  - 1) correspondent accounts of banks and organizations conducting certain types of banking operations;
  - 2) current accounts of legal entities and individuals, including in escrow mode;
  - 3) savings accounts of legal entities and individuals, including in escrow mode.
36. When opening bank account, the Bank requires from the client submission of the set of documents, stipulated by the current legislation of the Republic of Kazakhstan, and internal documents of the Bank.
37. Bank accounts could be opened and maintained in the national and foreign currencies. The Bank has the right to refuse to open a bank account for the client in case the Bank does not open bank accounts in the currency specified by the client in his/ her application to open a bank account or to refuse to accept an application for accession to the standard terms of the contract. The maximum cash balance on current accounts of clients is not limited.

38. Number of bank accounts opened by clients in the Bank is not limited. The Bank shall not open bank accounts in favor of third parties, excluding the cases when opening accounts on behalf of third parties is carried out by the representative of the client or escrow accounts.

A bank account can be opened/closed by an authorized representative on the basis of a power of attorney drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan.

39. Refusal to open a bank account shall be executed in cases and on grounds provided by the Tax Code of the Republic of Kazakhstan, Law on payments, Law of the Republic of Kazakhstan No.191-IV dated August 28, 2009 “On anti-financing of terrorism and legalization (laundering) of money received in a criminal way”, and in cases the client fails to submit the documents stated in the Rules for opening, maintenance and closing of clients’ bank accounts No.207 dated August 31, 2016 or in case of failure to make a transaction between the Bank and client. Refusal to open a bank account shall also be executed if the client fails to submit a filled out FATCA questionnaire, and fails to give his/her consent for collection, processing and transfer of personal data, confidential information in accordance with the requirements of the internal documents of the Bank and FATCA Regulations taking into account the requirements of the legislation of the Republic of Kazakhstan.
40. Payment documents and orders to revoke payment documents or suspend execution of such may be submitted with the Bank in soft or hard copy.
41. The following payment documents and instructions on withdrawal of payment documents or suspension of their execution shall be submitted to the Bank during the established operational day on the hard carrier in the following quantity, unless otherwise provided by the legislation of the Republic of Kazakhstan:
- 1) payment order-two (2) copies;
  - 2) payment request -not less than two (2) copies;
  - 3) collection order-no less than three (3) copies;
  - 4) order about withdrawal of payment documents or about revocation of their execution - one (1) copy;
  - 5) cheque– one (1) copy.
42. The bank commission fee for maintenance of the bank accounts shall not be charged in case of absence of movement on the clients’ accounts within 6 (six) months and subject to presence of one of the following circumstances:
- 1) If operations on bank accounts of client in the Bank are suspended in accordance with the legislation of the Republic of Kazakhstan;
  - 2) In case of availability of card-file of documents on the bank accounts which have not been paid in due time;
  - 3) If there is no money in the bank account.



### **§ 1. Rates of interest accrued on cash balance on the current account**

43. On the current account the operations can be implemented that are related to payment of interest on the balance of the money on the current account, in the amount, in the manner and under the conditions prescribed by the contract on bank account opening concluded between the Bank and the client or by a supplementary agreement thereto in the amount not exceeding the maximum interest rates for bank deposits of natural persons, established by the Kazakhstan Deposit Insurance Fund JSC. In the absence in the contract on bank account opening/supplementary agreement thereto of the conditions on payment of interest, the interest on the money on the current account shall not be accrued and shall not be paid.
44. The amount of interest accrued on cash balance on the current account can be established depending on the amount of cash balance on the current account, the currency of the current account and other conditions that are significant for establishing the amount of interest. In this case the authorized body of the Bank shall approve the fixed amount of interest for the cash balance on the current account regardless of currency of the current account.
45. Payment of accrued interest on cash balance on the current account shall be carried out with withholding tax at source.
46. The Bank has no right to change the amount of interest established for accrual and payment on cash balance on the current account, unilaterally, unless otherwise is provided by the legislation of the Republic of Kazakhstan and conditions of the relevant contract (additional agreement to it)

### **§ 2. Bank account management by power of attorney**

47. The client shall be entitled to provide the right of opening/closing a bank account, operating the bank account and money on the bank account, obtain extracts (certificates) on the bank account to his/her representative on the basis of a power of attorney and other documents in accordance with the requirements of the legislation of the Republic of Kazakhstan and/or internal documents of the Bank.
48. Client's power of attorney compiled and issued within the territory of a foreign country, shall be duly apostilled, except in cases when an international treaty of the Republic of Kazakhstan cancels the requirement on apostilling of the power of attorney.
49. Client's power of attorney issued in a foreign language shall be provided to the Bank with a translation into the Russian language certified by a notary in accordance with the requirements of the legislation of the Republic of Kazakhstan.
50. Power of attorney shall not be required for the representative of a legal entity authorized to manage the bank accounts of the legal entity in accordance with the laws or the constituent documents of the legal entity.
51. Provision of a power of attorney shall not be required to an individual (parent, adopter, tutor, guardian, foster parent) who is authorized to open/close bank accounts and/or operate bank accounts of the client in accordance with the legislation of the Republic of

Kazakhstan. Besides, operations on the bank account are carried out on the basis of documents submitted in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank.

52. In case of opening/closing a bank account and/or carrying out operations on the bank account by the representative of the client, the representative of the client or the client shall during his/her first visit to the Bank sign a corresponding form providing consent for collection, processing and transfer of personal data and confidential information. The Bank shall by all means carry out the procedures on verification of the representative of the client authorized to open/close bank accounts and/or operate bank accounts, as well as the client for whom operations are carried out on his/her bank account in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank.
53. Implementing powers of the client's representative by power of attorney shall be carried out only after checking the legitimacy of such power of attorney by the Bank. Verification shall be carried out during five (5) calendar days following the date of submission of a power of attorney to the Bank. The Bank has the right to require the presentation of additional documents by the representative of the client in order to identify him/ her.
54. The client when replacing his/ her representative by power of attorney or early termination of powers of the authorized person of the legal entity client (termination of the contract and /or other relationship with it) shall immediately notify the Bank in writing with the provision of the original documents confirming such replacement. Otherwise, the Bank shall not be liable for the actions of the client's representative.
55. The client of the Bank must comply and ensure compliance by his/ her representative by power of attorney, the authorized person of the legal entity client, with the rules for payments / transfers and processing of payment documents, conducting foreign currency and other transactions established by the current legislation of the Republic of Kazakhstan and the provisions of the contract concluded with the Bank /to which he/ she acceded.

### **Chapter 6. General conditions of accepting deposits**

56. The Bank is the member of the system of obligatory guarantee of deposits of individuals and acts on the basis of the Certificate of participant of specified system under No. 040 from June 18, 2009 (hereinafter referred to as the participating bank / agent bank).
57. The Bank establishes the following limiting conditions for bank deposits:
  - 1) Minimum amount of placed deposit:
    - a) in national currency-not less than 1 (one) KZT;
    - b) in USD-not less than 1 (one) USD;
    - c) in EUR - not less than 1 (one) EUR;
    - d) in RUB-not less than 1 (one) RUB;
  - 2) maximum amount of placed deposit - not more than ten (10) times the amount of the Bank's own capital. The decision to open a deposit in the amount of more than 10 (ten) percent of the Bank's equity capital, as well as to make an additional contribution, as a result of which the amount of the deposit will make (exceeds) the

said amount, is accepted by the Board of Directors of the Bank;

- 3) minimum term of placing money to deposit - not less than 1 (one) day;
  - 4) maximum term-unlimited for demand deposits, for other types of deposits - not more than 20 (twenty) years.
58. The deposits of the legal entities are accepted in the national currency in cash in compliance with the requirements of the current legislation of the Republic of Kazakhstan on cash settlements in legal entities by transfer, in the foreign currency - by transfer in compliance with the requirements of the current legislation of the Republic of Kazakhstan.
59. Deposits of individuals are accepted both in cash and by transfer, regardless of the type of currency in compliance with requirements of the current legislation of the Republic of Kazakhstan.
60. At the opening a savings account under the bank account contract, the money can be deposited in the name of the depositor, both by the client and the representative of the client when specifying the name of the individual or legal entity in the bank deposit contract, in favor of which the contribution was made. The Bank does not open a savings account in favor of an individual who died by the time of conclusion of the bank deposit contract or in favor of an ineffective legal entity.
61. Operations on savings accounts are conducted by the Bank on the basis of:
- 1) Payment and cash documents containing the client's (depositor's) orders;
  - 2) payment documents containing instructions of the client's representative, acting on behalf of the client (depositor) in accordance with the legislation of the Republic of Kazakhstan;
  - 3) requirements of third parties, which do not require the client's (depositor's) accept in accordance with legislation of the Republic of Kazakhstan;
  - 4) Bank's payment documents, which do not contradict the terms of the contract of bank deposit and the requirements of the legislation of the Republic of Kazakhstan.
62. The time deposit can be claimed by the depositor at any time during the validity period of the bank deposit contract by partially withdrawal the amount of the time deposit (if the partial withdrawal is stipulated by the terms of the time deposit contract), or a full refund of the deposit amount, as a result of which an early termination of the time deposit contract is carried out. At the same time, the Bank is obliged to issue a time deposit or its part not later than in 7 (seven) days after receipt of the depositor's request.
63. The Depositor (investor) of the compulsorily liquidated participating bank within six (6) months from the date of the announcement of the beginning of payment of the guaranteed compensation shall be entitled to apply to the agent bank with a demand to pay him/ her the guaranteed compensation which shall be accompanied by the following:
- 1) a written application for payment of the guaranteed compensation in the form determined by the organization performing the obligatory deposit insurance;
  - 2) the original bank account contract and (or) bank deposit contract and (or) supplementary documents and copies thereof;
  - 3) a document certifying the identity of the depositor and the representative of the

depositor (the successor) (in case the representative of the depositor / successor addresses the Bank);

- 4) in case the successor addresses the Bank - there shall be documents confirming his/her right to inheritance or the right to use of the testator's money;
- 5) in case of addressing of the representative of the depositor (the successor) - there shall be a notarized power of attorney.

Upon confirmation of claims of the depositor (investor) to the participating bank subject to forced liquidation, the agent bank shall pay the guaranteed compensation no later than five (5) working days from the date of the depositor's (investor's) addressing the agent bank.

### **§ 1. Rates of interest for deposits**

64. The Bank establishes the ceiling value of interest rates for the bank deposits in the amount of 0%-25% per annum.
65. At that the authorized body of the Bank approves the fixed interest rates for the bank deposits depending on the type and conditions of the specific deposit product within the established values of the deposit interest rates in accordance with the terms and conditions of the deposit /account agreement and in the amount not exceeding the maximum interest rates for the bank deposits of natural persons, established by Kazakhstan deposit insurance fund JSC.
66. Interest rates on deposits are established differentially depending on the term of deposit placement on a savings account, the type of deposit, currency and deposit amount in compliance with the requirements of paragraph 71 of the Resolution of the Board of the National Bank of the Republic of Kazakhstan of September 13, 2017 year №170 "On the establishment of normative values and methods for calculating prudential standards and other mandatory norms and limits for the size of the bank's capital for a certain date and the Settlement Rules and limits of the open currency position of the bank."
67. Calculation of the amount of interest on deposit is made according to conditions of deposit. In order to calculate the amount of interest on deposits of entities and individuals, including individuals engaged in activities without establishment of an entity, it is a practice to calculate the actual number of days of that money is on savings account assuming there is 365/366 calendar days in a year, unless otherwise is provided by the contract of bank deposit. Interest is accrued for the opening balance on the saving account on each day, with consideration of each change in the amount of deposit, for the actual number of days that money is on savings account. At this point the day of crediting of money at the savings account and the day of debiting of such from the savings account are deemed to be the same day.
68. The bank shall pay interest to the depositor for the amount of deposit in the amount determined by the bank deposit/account contract, concluded between the Bank and the client. Payment of interest accrued on deposit of legal entity except for the cases stipulated by the legislation of the Republic of Kazakhstan shall be made with withdrawal of income tax at the source of payment.
69. The Bank shall not be entitled to change unilaterally the amount of interest on deposits placed on the savings account, except for the cases stipulated in the bank deposit /account

contract and paragraph 70-72 of these Regulations.

70. In the event of changing the interest rate for deposit downwards upon renewal (prolongation) of the term of the bank deposit in accordance with the terms of the bank deposit contract without conclusion of a supplementary agreement, the Bank shall inform the depositor about reduction of interest before the expiry of the deposit placement term in the manner and within the time limits stipulated in the bank deposit contract.
71. The Bank is entitled to increase the amount of remuneration for the deposit upon the notice of the depositor, in the manner and within the time limits stipulated in the bank deposit contract.
72. If the Bank makes a decision on termination of the deposit type, the deposit amount may remain on the same account without the Bank performing the accrual and payment of remuneration from the date following the expiry date of the corresponding deposit term, if a longer period of accrual and payment of remuneration is not provided for by the bank contribution.

### **Chapter 7. General conditions of providing bank loans (credits)**

73. The Bank conducts operations on lending money to individuals; individuals engaged in activities without establishment of entity, and entities in accordance with the normative legal acts of the Republic of Kazakhstan, internal loan policy and other internal documents of the Bank regulating the order and conditions of money lending in the Bank.
74. The Bank establishes the following limiting conditions for bank loans (credits):
  - 1) minimum amount of provided loan:
    - a) in national currency - 1 (one) KZT;
    - b) in USD - 1 (one) USD;
    - c) in EUR - 1 (one) EUR;
    - d) in RUR - 1 (one) RUR;
  - 2) maximum amount - does not exceed the maximum size of risk for one borrower, established by the authorized body of the Bank, within the prudential standards established by the authorized state body;
  - 3) minimum term - not less than 1 (one) day;
  - 4) maximum term of providing loans (credits) based on the intended use of the credit - no more than twenty (20) years.
75. Credit limit per borrower shall be established by the Bank in accordance with the requirements of the normative legal act of the authorized state body.
- 75-1. When considering a bank loan disbursement, the Bank takes into account the credit scoring of the individual client, calculated on the basis of its own methodology, or the credit scoring provided by the credit bureau.
76. When considering the client's request for the credit (loan) issuance, the Bank requires the client to submit a set of documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank. The Bank is entitled to refuse the client to accept application for the credit (loan) issuance in case of the client's failure to provide

a set of documents, or submission of incorrect/invalid documents.

The authorized body of the Bank on the basis of conclusions (expert opinions) of the structural subdivisions of the Bank shall take a decision on issuing a loan or refuses to issue the loan.

At the same time, the bank refuses to provide mortgage loans in foreign currency to individuals who do not have income in this currency within 6 (six) consecutive months preceding the date of application of individual.

77. Under the contract of bank loan with floating interest rate, the schedule of repayment of loan (credit) is prepared on the date of its issue, and subsequently the sizes of regular payments are adjusted and brought to the attention of the borrower (co-borrower) in the order established by the contract of bank loan.
78. Money lending to individuals, individuals engaged in activities without establishment of legal entity, and legal entities suggests that it is necessary for the Bank to assess certain factors, circumstances and conditions that affect the process of making decision on the issuance of bank loan (credit) by the relevant authorized persons of the Bank, including:
  - 1) legal status and region of residence of the client - an individual, presence (absence) of permanent or temporary place of employment or other sources of income; real estate; obligations to third parties, including other banks; credit history; timely execution of previous contractual terms in relationships with the Bank; parameters and characteristics of the application for bank loan (credit), including amount and type of currency, time and purpose of use; level of enforcement of its obligations, possible risks of failure to repay or untimely repayment, as well as other significant conditions accepted in banking practice for conclusion of the contract of bank loan;
  - 2) legal status and place of registration of the client – a legal entity, legal structure and the presence of territorial structural subdivisions, stable activity during not less than 6 (six) months, its financial condition for the last reporting date and real prospects for business development, presence or absence of credit history; information about business efficiency and obligations to third parties (presence of property encumbrances); timely execution of previous contractual obligations to the Bank; parameters and characteristics of the application for bank loan (credit), including amount and type of currency, terms of mastering, purpose; level of enforcement of its obligations, value of associated risks of failure to repay or untimely repayment of borrowed funds;
  - 3) place of registration of the client - an individual engaged in activities without establishment of entity, stable activity during not less than 6 (six) months, its financial condition for the last reporting date and real prospects for business development, presence or absence of credit history, information about business efficiency and obligations to third parties (presence of property encumbrances); timely execution of previous contractual obligations to the Bank; parameters and characteristics of the application for bank loan (credit), including its amount and type of currency, terms of spending, purpose; level of enforcement of its obligations, value of associated risks of failure to repay or untimely repayment of borrowed funds;
  - 4) information on the amount of interest on bank loan (credit), adequacy of the proposed

method of enforcement of obligations by the borrower, optimal terms of repayment of bank loan (credit), as well as other information regarding the characteristics of considered loan product and measures of reducing the risk of non-repayment of issued bank loan (credit).

78-1. Before entering into a mortgage loan contract with an individual not related to entrepreneurial activity, the Bank performs a comprehensive, complete and qualitative assessment of the borrower's creditworthiness (solvency) in accordance with the Bank's internal documents, for definition of the following:

- 1) the possibility of performance of his/her obligations by the borrower under a mortgage loan contract of an individual not related to entrepreneurial activity, which is confirmed by one of the following documents at the discretion of the Bank:
  - a) an extract of the Unified Pension Savings Fund from an individual retirement account for the last 6 (six) months;
  - b) an income certificate from the place of employment for the last 6 (six) months;
  - c) a tax statement on the individual income tax of the borrower – natural person for the last tax period;
  - d) other documents reflecting the existence of the possibility of performing the borrower's obligations under a mortgage loan contract of an individual not associated with entrepreneurial activity in accordance with the Bank's internal documents;
- 2) the presence or absence of a borrower's credit history for the last 6 (six) months;
- 3) the existence or absence of tax arrears and other mandatory payments to the budget;
- 4) the presence or absence of debts to the third parties, reflected in the credit report.

A proper assessment of the borrower's creditworthiness in conjunction with information on the borrower takes into account information on the individual (co-borrower) acting under the mortgage loan agreement of an individual not associated with entrepreneurial activity, as a jointly and severally liable for loan repayment obligations.

The Bank does not bear responsibility for the presentation by the borrower (co-borrower) of inaccurate information for the implementation of a proper assessment of the borrower's creditworthiness by the Bank as provided for in this paragraph.

79. In case if the terms of providing a loan (credit) contain requirements for the conclusion of contracts of insurance and/or to conduct assessment in order to determine the market value of the property held as security, the borrower/pledger has the right to choose insurance company and/or appraiser. The contract of bank loan does not oblige the borrower to insure his/her life and health.

80. During the period of servicing the bank loan, the Bank upon request of the borrower or the pledger (in compliance with requirements to disclosure of the bank secrecy, provided by the Law of the Republic of Kazakhstan "On banks and banking activities") within three (3) working days from the date of receiving the request, in the written form provides him/her with the following information:

- 1) on the amount of money paid to the Bank;

- 2) on the amount of past due debt (in case of presence);
  - 3) on balance of debt;
  - 4) on sizes and terms of regular payments;
  - 5) on credit limit (in case of presence).
81. Where provided by the contract of bank loan, the Bank periodically provides the client with information specified in paragraph 80 of the present Regulations, by method provided by the contract of bank loan.
82. The information specified in paragraph 80 of the present Regulations is provided specifying amount of principal debt, interest, commission, forfeit and other penalties, as well as other amounts that are subject to payment.
83. The Bank shall not be entitled to change the terms and conditions of the bank loan contract unilaterally except for the cases of their improvement for the borrower.

The following shall be understood as the improvement of terms and conditions of the bank loan contract for the borrower for the purpose of this paragraph:

- 1) Change towards decrease or full cancellation of commissions and other fees for provision of services related to servicing the bank loan;
- 2) Change towards decrease or full cancellation of forfeit (fine, penalty);
- 3) Change towards decrease of the interest rate under the bank loan contract;
- 4) Deferral and (or) payments by installment under the bank loan contract.

The bank loan contract can stipulate an additional list of improving terms and conditions for the borrower.

84. In the case of applying by the bank the improving terms and conditions, the borrower shall be notified about changes in the terms and conditions of the bank loan contract in the manner specified in the bank loan contract. The borrower shall be entitled within 14 (fourteen) calendar days from the date of receipt of the notice to waive the improving terms and conditions provided by the Bank by sending appropriate written notice to the Bank. At that the terms and conditions of the bank loan contract will be recognized by the parties to be changed, in case of non-receipt by the Bank of written notice from the borrower on waiver of changing the contract terms and conditions toward their improvement upon expiration of the deadline set by the bank loan contract.

### **§ 1. Rates of interest for loans (credits)**

85. Maximum values of interest rates on loans (credits) are established by the Bank at a rate of 0.1% per annum, while the maximum amount is determined based on the maximum annual effective interest rate established by the National Bank of the Republic of Kazakhstan on credits.
86. At that the Bank authorized body approves the fixed amount of interest on loans (credits) depending on the type and conditions of a particular credit product within the established limit of interest rates on loans (credits).

The interest rate on provided bank loan (credit) is accrued at the rate of actual days in the year for actual number of days of using the amount of loan (credit) by the borrower. The



day of issuance and repayment of the loan (credit) is accepted as 1 (one) day.

87. The Bank in the contracts of bank loan, including mortgage loans, concluded with individuals, establishes fixed or floating interest rate and specifies the method of repayment of loan (credit) at the borrower's choice from those offered by the Bank as of the date of conclusion of the contract of bank loan.
88. The fixed interest rate cannot be changed by the Bank unilaterally, except for the cases of its changing towards decrease or temporary change towards decrease by the Bank carried out in the manner established by article 34 of the Law on banks and banking activity.
- The temporary change of the interest rate towards decrease shall mean reduction of interest rate by the Bank for a certain period of time, after which the interest rate is set in the amount not exceeding the size of the interest rate, which was in effect prior to the temporary change.
89. Upon agreement of the parties the fixed interest rate could be changed to floating interest rate during the validity period of the contract.
90. Upon agreement of the parties the fixed interest rate could be changed towards increasing at the end of its validity period, determined by the contract, but not earlier than 3 (three) years from the date of conclusion of the contract of bank loan. Each subsequent change of fixed interest rate towards increasing is possible upon mutual agreement of the parties after expiration of validity period of fixed rate, but not earlier than 3 (three) years from the date of previous change of fixed interest rate.
91. The Bank does not unilaterally change interest rates established on the date of conclusion of the contract of bank loan with entities, towards increasing, except as provided below:
- 1) violation of the borrower's obligations to provide accurate information related to obtaining and servicing the loan (credit), in cases provided by the contract of bank loan;
  - 2) when the Bank has the right to demand early execution of obligations in cases provided by the Civil Code of the Republic of Kazakhstan, as well as in the following cases provided by the contract of bank loan:
    - a) changing the structure of members (shareholders) of the borrower, together owning 10 (ten) or more percent of shares of joint stock company (business partnership), without prior written consent of the Bank;
    - b) violation by the borrower and/or pledger of the right of the Bank, which is the pledgee, to verify by documents and in fact the presence, size, condition and storage conditions of the pledged property, as well as presentation by third parties of claims to the property of the borrower (pledger), including property pledged to the Bank.

### **Chapter 8. Procedure of working with insolvent clients**

92. If there is a delay in the performance of the obligation under the bank loan contract, but not later than in 30 (thirty) days after the date of its occurrence, the Bank notifies the borrower in the manner and within the terms provided for in the bank loan contract on the need to make payments under the bank loan contract specifying the amount of overdue

debt and the consequences of the borrower's failure to perform his/her obligations under the bank loan contract.

93. The Bank is entitled to attract a collection agency to notify the borrower on the delay of his/her obligation performance.
94. Within 30 (thirty) calendar days from the date of the delay of the obligation performance, the individual borrower is entitled to visit the Bank and submit a written application containing information on the reasons for such delay in the performance of the obligation under the bank loan contract, income and other confirmed circumstances (facts), which stipulate his/her application to amend the terms of the bank loan contract
95. If the claims for payment of arrears arising from the notification of the existence of arrears are not satisfied, the Bank is entitled to foreclose in an indisputable order including the presentation of a payment request on cash, available on any bank accounts of the borrower, and to apply any measures provided by the legislation of the Republic of Kazakhstan and (or) bank loan contract, including change the conditions for the performance of the bank loan contract, transfer the debt to the collector agency, apply with a claim to the court to recover the amount of debt under a bank loan contract, and also to foreclose on pledged property in extrajudicial or judicial procedure.
96. The Bank is entitled to present the Early Termination Request prior to the 40th day of delay of the payment obligation and pay the outstanding amount of the debt to maturity.
97. The Bank is entitled to make calls, send and deliver notices related to servicing the bank loan to the client, as well as to the pledger, guarantor, or warrantor from 8:00 to 21:00 local time.
98. Forfeit (fine, penalty) is the provision of credit repayment in addition to other methods provided by law, and in case of delay in the obligation performance is subject to reimbursement by the borrower.
99. The order of repayment of the borrower's debt under a bank loan contract concluded with an individual is set in a bank loan contract in accordance with the requirements of the legislation of the Republic of Kazakhstan.

## **Chapter 9. General conditions of conducting other banking operations**

100. Conditions of conducting by the Bank of particular banking operations are defined by internal documents of the Bank and contracts on providing banking services, which do not contradict normative legal acts of the Republic of Kazakhstan.

### **§ 1. Cash operations**

101. Cash servicing (receipt and withdrawal of the clients' cash, changing, exchange, recounting, sorting, packing and storage) shall be conducted in the operational cash desk of the Bank in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank with charging a commission fee for the banking services according to the current tariffs of the Bank.
102. The commission fee for the Bank's services for cash transactions is debited from the

clients' current accounts or is paid by the clients in cash in accordance with the terms of the bank account agreement in accordance with the tariffs established by the Bank.

103. Commission for services of the Bank on cash operations is withdrawn from current accounts of clients without acceptance or paid by the clients with cash in accordance with conditions of the contract of bank account according to tariffs established by the Bank.

## **§ 2. Exchange operations with foreign currency**

104. The Bank conducts exchange operations with cash foreign currency through exchange offices of the Bank and with non-cash foreign currency by currency conversion.
105. Conversion of cash and non-cash foreign currency is conducted at the rate established by the Bank as of the day of conducting operation and in accordance with the requirements of the legislation of the Republic of Kazakhstan, except for the Bank commissions in foreign currency not indicated ("under the Bank's rate") in Annex 2 to these Regulations, which are converted according to the official exchange rate of the National Bank of the Republic of Kazakhstan.
106. Conversion of cash and non-cash foreign currency is conducted by the Bank in the order and in presence of documents as specified by the legislation of the Republic of Kazakhstan and internal documents of the Bank.

## **§ 3. Interbank clearing and operations with payment cards**

107. The Bank conducts interbank clearing, issuance and servicing of payment cards (payment cards of international payment system Visa International in KZT and foreign currencies), including:
- 1) Debit payment cards providing payment operations within the limits of client's funds and/or within renewable credit limit established by the Bank;
  - 2) credit payment cards providing the client's use of borrowed funds within established credit limit;
  - 3) corporate payment cards held by employees of the client - legal entity  
The Bank offers services on crediting salary/other payments to employees of the clients – legal entities to the current accounts with the use of payment cards.
108. The Bank can issue several types of cards for one client. Upon request of the client - an individual, the Bank can issue additional cards to the main card with or without establishment of limit of spending money.

## **§ 4. Payments and transfers**

109. Payments and money transfers can be executed by the legal entities and individuals, both with the use of bank accounts opened with the Bank and without opening bank account, taking into account limitations established by the current legislation of the Republic of Kazakhstan and internal documents of the Bank. The legal entities have the right to conduct only payments and transfers for the payment of taxes and other obligatory payments to the budget, as well as voluntary pension contributions and social

contributions without opening bank account.

110. The Bank executes obligatory procedure of currency control in accordance with the currency legislation of the Republic of Kazakhstan. All payments and money transfers in foreign currency, as well as payments and money transfers without opening bank account of the client in KZT, which are executed between residents and non-residents of the Republic of Kazakhstan, shall be made in accordance with requirements established by the currency legislation of the Republic of Kazakhstan.
111. International payments and money transfers are made by the Bank in forms, methods and the order which are applied in international banking practice and do not contradict the legislation of the Republic of Kazakhstan.

### **§ 5. Safe deposit operations**

112. The Bank provides safe deposit boxes to the clients for keeping valuables in them. Keeping client's valuables in the safe deposit box is executed in the safe depository after conclusion between the Bank and the client of the contract of leasing of individual bank safe deposit (box).
113. The Bank guarantees the observance of bank secrecy, which includes information on availability, ownership, nature and value of the property being stored in safe deposit box.
114. The contract of leasing of individual bank safe deposit (box) is concluded after conducting by the Bank of identification of the client in accordance with requirements of the current legislation of the Republic of Kazakhstan on condition of providing by the client of set of documents, which are necessary for conclusion of the contract of leasing of individual bank safe deposit (box).
115. If the client keeps valuables in the safe deposit box, the Bank does not give the client nominal safe documents. Valuables stored in the safe deposit box, are not described, the Bank does not conduct pre-and post-inspection or expert assessment of valuables, except for cases established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
116. Safe deposit box is provided for use for any number of days up to 12 (twelve) months or certain number of months, in accordance with tariffs of the Bank as of the date of conclusion of the leasing contract. Term of using safe deposit box begins on the date specified in the contract of leasing of individual bank safe deposit (box).
117. The Clients are forbidden to store in the Bank safe deposit box:
- 1) explosives and flammable substances and ammunition;
  - 2) fire, gas, traumatic and cold weapon;
  - 3) chemical, psychoactive and narcotic substances;
  - 4) radioactive, toxic and other poison substances which may have harmful impact on the human body and environment;
  - 5) representatives of fauna and flora;
  - 6) food products and other things subject to damage or causing spread of parasites, substances or property which may cause any damage to a safe deposit box, including its non-operability, and/or damage to the Bank/other clients, by their properties;

- 7) and other things which are not subject to storage in a safe deposit box by their properties.
118. The client has the right to prolong the term of using safe deposit box, by signing additional agreement to the contract of leasing of individual bank safe deposit (box).
119. The Bank has the right to refuse the client in conclusion of the leasing contract in the following cases:
- 1) in case of absence/non-submission by the client of documents, or submission of false/invalid documents;
  - 2) in case of presence of information in respect of the client's involvement in terrorist activities and/or financing of terrorism, which is received in accordance with the current legislation of the Republic of Kazakhstan on anti-money laundering and financing of terrorism;
  - 3) in other cases, which, in the opinion of the Bank, may affect the execution of obligations on the part of the client

### **§ 6. Documentary operations and trade financing**

120. The Bank in accordance with normative legal acts of the Republic of Kazakhstan, standards of international practice and internal documents conducts operations on:
- 1) issue of banking guarantees (advance repayment guarantee, payment guarantee, guarantee of proper execution of obligations, tender guarantee, loan repayment guarantee, stand-by letter of credit);
  - 2) issue of guarantee for obligations of counterparties,
  - 3) issue of reimbursement obligations at the order of counterparties;
  - 4) issue, confirmation and execution of letters of credit;
  - 5) issue of bank ensures and other obligations for third parties;
  - 6) servicing of import/export letters of credit, import/export guarantees, import documentary collections.
121. The Bank cooperates with international financial institutions and organizations, export insurance agencies and development institutions in order to organize trade and structural financing of external economic operations of the Bank's clients.

### **Chapter 10. Requirements to security accepted by the Bank**

122. Requirements to security accepted by the Bank are defined by the current legislation of the Republic of Kazakhstan, Pledge policy and other internal documents of the Bank.
123. Repayment of loans (credits), as well as execution of obligations under other transactions subject to credit risk, can be secured by forfeit, pledge, including money pledge accepted as collateral and placed on the relevant bookkeeping account, guarantee, surety and other means provided by the legislation of the Republic of Kazakhstan or the contract of bank loan.
124. Obligatory requirements to security (subject of pledge):

- 1) location of the pledge subject within the territory of the Republic of Kazakhstan (in exceptional cases outside the Republic of Kazakhstan - upon decision of the authorized body of the Bank in case of presence of guarantee of possibility of its execution without any legal or other obstacles);
  - 2) it is necessary to have documents, confirming the right of possession/ownership for the provided pledge, which are necessary for determination of a market value, determination of a pledge value and registration of a pledge right to property (property rights), unless otherwise is provided by other internal documents of the Bank;
  - 3) the subject of pledge must possess liquidity, which is provided by sufficient stability of prices and prevailing market conditions for the pledge subjects accepted as security;
  - 4) property and property rights provided as pledge, should be free from encumbrances and third party claims. In certain cases, when decision of the authorized body of the Bank is positive, security which is already pledged for obligations to third parties and provided as a security in the form of the second stage pledge, can be considered as collateral of second priority;
  - 5) the pledger (borrower) insures his/her property that is the subject to pledge, in accordance with the legislation of the Republic of Kazakhstan, in some cases, the pledged property is insured by decision of the authorized body of the Bank, including cancellation of the pledged property;
  - 6) the absence of the pledger's past due debt on taxes and other obligatory payments to the budget relating to the subject of pledge (where confirmative information is available);
  - 7) ensuring safety of pledge security is conducted by the pledger, and in case of necessity, the Bank is responsible for protection of pledge security in accordance with the current legislation of the Republic of Kazakhstan and provisions of the contract of pledge (possessory pledge);
  - 8) presence of the consent of the guardianship and custody bodies for the pledge (in case the owner or co-owner of the pledged property is minor person or the persons declared incompetent by court/partially incompetent) in established form;
  - 9) presence of the consent of spouse of the pledger - an individual, to the transfer of property to pledge and its extrajudicial/judicial sale (in cases provided by legislative acts of the Republic of Kazakhstan) in established form;
  - 10) presence of the consent, confirming the consent of all adult co-owners, to the transfer of property to pledge and its extrajudicial/judicial realization, in established form;
  - 11) in case of presence of the state share in pledged property, the consent of authorized state bodies to the transfer of property to pledge and its extrajudicial sale;
  - 12) in case the pledger is a legal entity, decision on the pledge and extrajudicial/judicial implementation of the authorized body of the legal entity;
  - 13) other requirements established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
125. If there are several pledge subjects provided for ensuring the repayment of loan (credit), in case of proper execution by the borrower of obligations under the contract of bank loan, and under condition when the market value of pledge subjects, determined by the

appraiser at the time of the borrower's or pledger's appeal with demand of reduction of pledged security, exceeds the amount of unexecuted part of obligations of the borrower, taking into account requirements of the pledge policy of the Bank, the Bank shall take measures on termination (changing) of the contract (s) of pledge of one or more pledge subjects in the part exceeding the amount of obligation of the borrower within ten (10) working days from the date of the borrower's or pledger's appeal.

126. In cases provided by the pledge contract, as well as legislative acts of the Republic of Kazakhstan, the Bank has the right to sell the pledged property under compulsory extrajudicial order by means of conducting tenders (auction), on its own.

**§1. Rates of interest accrued on amount of money being the subject of pledge, accepted for securing execution of obligations under loans (credits)/other transactions subject to credit risk, and placed on appropriate bookkeeping account**

127. The Bank establishes limits of the amount of interest on money which accepted as a possessory pledge for securing execution of obligations under loans (credits)/other transactions subject to credit risk and placed on the relevant bookkeeping account in the amount from 0% to 25% per annum.

128. At that the authorized body of the Bank sets a fixed amount of interest for the amount of money accepted as a pledge for securing performance of obligations under the loans (credits)/other transactions bearing credit risk, and placed on the appropriate bookkeeping account within the limits of interest according to paragraph 126 of these Regulations, and regardless of the currency of the bank account of the pledger/relevant bookkeeping account.

129. The Bank is not entitled to change the amount of interest set for the accrual and payment for the amount of money, which is a pledge subject accepted for securing performance of obligations under loans (credits)/other transactions bearing credit risk, and placed on the relevant bookkeeping account, unilaterally, unless otherwise stipulated by the legislation of the Republic of Kazakhstan and the conditions of the appropriate pledge (mortgage) contract, concluded between the Bank and the pledger (supplementary agreement to it).

130. Payment of interest accrued on the amount of money, which is a pledge subject accepted for securing performance of obligations under loans (credits)/other transactions bearing credit risk, and placed on the relevant bookkeeping account, besides exceptions stipulated by the legislation of the Republic of Kazakhstan shall be made with withdrawal of income tax at the source of payment.

**Chapter 11. Tariffs for conducting banking operations**

131. Tariffs for banking services are set by the Bank independently, taking into account value-added tax (hereinafter referred to as the VAT) and other restrictions established by the current legislation of the Republic of Kazakhstan.

132. The amounts of tariffs (maximum, basic) by types of banking operations and services are stipulated in the Appendices to these Rules and in the Tariffs (basic, preferential) for

conducting retail business transactions approved by the Bank's Management Board within the limits of the Maximum Tariff Amounts provided for in these Regulations.

133. The following types of tariffs can be set for the Bank's clients:

- 1) basic tariffs - standard tariffs for banking services;
- 2) preferential tariffs are the tariffs for banking services with the tariff rates lower than the basic rates;
- 3) individual tariffs - tariffs for banking services with rates other than those of basic and preferential tariffs.

134. Basic and preferential tariffs are provided for in these Regulations and/or approved by the decision of the Management Board of the Bank within Limit values of Tariffs provided for by these Regulations. Individual tariffs shall be applied to clients only by the decision of the Board of Directors of the Bank. Criterion of applying preferential and individual tariffs shall be determined by the internal documents of the Bank.

135. Decision on the possible application of a preferential tariff to the client on banking operation shall be taken by the relevant authorized body of the Bank within the relevant business lines at the rates of valid tariffs and in accordance with the criteria of applying preferential tariffs determined by the internal documents of the Bank.

The procedure for making a decision on application of a preferential tariff to and/or establishment of an individual tariff for a client, shall be carried out in accordance with the internal documents of the Bank.

136. Basic tariffs shall be applied to the clients of the Bank in accordance with the rates provided for in these Regulations, without additional decision of the authorized body of the Bank/with the rates approved by the decision of the Management Board of the Bank within Limit values of tariffs provided for by these Regulations.

## **Chapter 12. Procedure of consideration by the Bank of clients' appeals arising in the process of providing banking services**

137. Consideration by the Bank of the clients' appeals is executed in the order and within the terms established by the Law of the Republic of Kazakhstan dated January 12, 2007 "On the procedure of considering appeals of individuals and entities", "Regulations for the Provision of Banking Services and Consideration of Clients' Claims Arising in the Provision of Banking Services "Approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan of No. 136 July 28, 2017 and internal documents of the Bank.

138. The Bank conducts work with the following appeals of clients:

- 1) written appeals which are received by express messenger, by post, to e-mail and internet site of the Bank, via electronic channels of remote access ("Internet banking", etc.);
- 2) oral appeals which are received by phone and during direct visiting of the client to the Bank's office.

139. Authorized persons of the Bank conduct personal reception of individuals and



representatives of legal entities at least once (1) a month according to the schedule of reception, approved by the Chairman of the Board of the Bank, and in branches of the Bank - directors of branches. The reception is held at the place of work on days and hours established and brought to attention of individual and entities. If the client's appeal cannot be resolved by authorized person of the Bank at the time of reception, it is presented by the client in the written form and it is worked up as a written appeal in the order provided by internal documents of the Bank.

140. Written appeals of clients are registered in the log of written appeals containing details in accordance with the internal documents of the Bank. After registration of the client's appeal, an authorized officer of the Bank informs the client about registration number of appeal, possible terms of its consideration and ways of getting an answer by the contact phone number and other data specifies in the appeal, in accordance with internal documents of the Bank.
141. In case of personal visit to the Bank the client receives a document confirming the acceptance of his written appeal on paper or relevant mark is made on the copy of appeal. Refusal to accept appeal by the Bank is not allowed.
142. Appeals received by means of the Bank's internet site, by phone and other communication channels are registered in the order provided by internal documents of the Bank.

Recording telephone conversations with the client is made with his/her consent with the notice about this at the beginning of conversation. Continuation of the telephone conversation by the client after the notice about recording telephone conversation means the client's consent to such recording, as well as consent to the fact that recording of the telephone conversation can be used as evidence in the process of judicial proceeding of disputes and/or for resolving any disputes between the Bank and the client.

143. Appeals received by the Bank in oral form (by phone or during personal visit of the client to the office of the Bank) shall be considered immediately and, if it possible, the answer to the client's oral appeal is provided immediately. If oral appeal cannot be resolved immediately, it is presented by the client in the written form and it is worked up as a written appeal. The customer is informed on necessary procedures for getting an answer and terms of considering such appeals.
144. The Bank provides objective, comprehensive and timely consideration of appeals from individuals and legal entities, takes measures to resolve the claim situation, informs clients on the results of consideration of their appeals and measures taken, provides preparation of legitimate and justified and motivated answers in Kazakh language or in the language of the appeal for each client request, demand, petition, recommendation or other matter with the reference to the relevant norms of the legislation of the Republic of Kazakhstan, the Bank's internal documents, agreements related to the issue under consideration, and exercises control and ensures consideration of appeals in the terms established by the legislation of the Republic of Kazakhstan.
145. Transferring to the client of answer to written appeal received by mail or express messenger, is executed by means of registered letter with notification to the address

specified in the client's appeal or by handing personally in hands in case of the client's appearance in the Bank, and this fact is registered in the log of written appeals. An answer to appeal received by means of the Bank's internet site is prepared in the form of electronic document.

146. In the case of justification and legality of the client's appeal, the Bank makes decision to eliminate the violation and to restore the rights and legitimate interests of the client.

### **Chapter 13. Rights and obligations of the Bank and its clients, their liability**

147. The Bank and its clients have the rights and obligations in accordance with the current legislation of the Republic of Kazakhstan and the contracts of banking services concluded between the Bank and the client. The Bank and the clients bear responsibility for non-execution or improper execution of obligations under contracts, provided by the legislation of the Republic of Kazakhstan and terms of the relevant contracts.
148. The Bank has no right to refuse the client to provide information on possible risks associated with conducting banking operations.
149. The client has the right to dispose of his/her money on the account, in the order and within the limits established by the current legislation of the Republic of Kazakhstan, to transfer the right to manage the account, obtain statements (certificates) on account to his/her trusted person (representative) on the basis of duly prepared power of attorney, as well as other documents submitted to the Bank in accordance with requirements of the current legislation of the Republic of Kazakhstan and internal documents of the Bank.
150. The client undertakes not to conduct operations on the bank account which contradict the legislation of the Republic of Kazakhstan.
- 150-1. The borrower, being an individual, is obliged to ensure the targeted use of the mortgage housing loan. In case of misuse of a mortgage housing loan by an individual who is not associated with the entrepreneurial activity, the borrower is obliged to repay the Bank the mortgage housing loan ahead of time and pay a compensation in respect of the used mortgage housing loan accrued under the mortgage housing loan contract for the entire period of use of the mortgage housing loan's object.
- 150-2. The Borrower informs the Bank of all changes related to the identity of the borrower within 15 (fifteen) business days from the date of such changes. Changes related to the borrower's identity include changing his/her place of residence, changing his/her last name, first name, patronymic (if it is indicated in the identity document), replacing identity documents, and changing the contact information used to communicate with the borrower, and the method of communication.
151. The Bank takes measures to protect its reputation and observe the policy of the international anti-money laundering standards and proceeding with suspicious operations. In the event of depositing/crediting/withdrawal of large sums (the amount of the large sum is defined by the Bank on its own) to/from the client's account, the Bank has the right to require, and client is obliged to provide within the time specified by the Bank, the documents confirming lawfulness of the source of monies. The Bank has the

right to require that the client provides any documents/information which the Bank considers to be necessary for provision of banking services to the client, including but not limited to crediting/debiting of cash to/from the Account. Unless the documents/information required by the Bank has been provided to the satisfaction of the requirements of the Bank, the Bank considers the lawfulness of monies/operations to be unconfirmed, and has the right to fail to credit the monies to the client's account and/or to unilaterally refuse to provide the services to the client.

152. The Bank has the right to refuse to effect or suspend any operation on the client's account, if such refusal or suspension by the Bank is compliant with the Policy of the VTB Group and internal documents of the Bank, as well as guidelines or the authorized state bodies regulating observance by the Bank of sanctions imposed within the jurisdiction of any country (for example, OFAC) or international organizations (including, but not limited to, FATF and UN) for any reason on the client and/or applied to the client. At this point the Bank bears no responsibility for the damage incurred by the client due to refusal by the Bank to effect, or suspension of the operations on the client's account pursuant to this paragraph in accordance with the conditions of the agreement unless otherwise is provided for by the legislation of the Republic of Kazakhstan. The Bank observes the policy of the VTB Group on prevention of financing of terrorism and persons subjected to prosecution or laundering suspects, within the jurisdiction of any country has the right to suspend or cease operations on the client's account if the Bank suspects the above circumstances for the purpose of investigation (the Bank does not have to justify or substantiate its suspicion).
153. The Bank has the right to withdraw money from bank accounts of clients without their consent if there are documents confirming the falsification of payment documents when establishing the fact of inaccuracy of their acceptance, as well as in cases provided by the legislation of the Republic of Kazakhstan and/or contracts concluded with the client.
154. Closing of the client's bank account is carried out at the request of the client or independently by the Bank, in cases of termination or refusal to perform the bank account contract, the bank deposit contract in the procedure stipulated by the legislation of the Republic of Kazakhstan.
155. When providing bank loan (credit), the Bank has the right to provide in the contract the possibility:
  - 1) to unilaterally change conditions of the contract of bank loan towards their improvement for the borrower;
  - 2) to demand early repayment of the loan (credit) and interest on it in case of violation by the borrower of the deadline for repayment of regular part of the loan (credit) and/or the payment of interest for more than 40 (forty) calendar days.
156. The Bank has the right in respect of the borrower, who does not execute his/her obligations under the contract of bank loan:
  - 1) not to provide new loans;
  - 2) to enforce recovery on the money available in any accounts of the borrower (if it is stipulated in the contract) without the consent of the borrower, except the money,

obtained by the borrower in the form of grants and social benefits to be paid from the state budget and State Social Insurance Fund, which are on bank accounts opened by the borrower's request in the manner prescribed by the regulatory legal act of the National Bank of the Republic of Kazakhstan, as well as housing benefits provided by the Law of the Republic of Kazakhstan "On housing relations", the money paid on the terms of the notary's deposit, and the money which are on bank accounts under the contract on educational savings deposit concluded in accordance with the Law of the Republic of Kazakhstan "On State educational savings system;

- 3) to appeal to court with the statement of claim on recognition of the insolvent borrower as a bankrupt according to the legislation of the Republic of Kazakhstan;
- 3-1) independently realize the pledged property on and extrajudicial basis by holding a tender (auction), in cases provided for by the pledge contract, as well as by legislative acts of the Republic of Kazakhstan;
- 4) to take other measures provided by the contract of bank loan and/or the legislation of the Republic of Kazakhstan.

157. The Bank should not unilaterally suspend the provision of new loans (credits) within the framework of concluded contract (s) of bank loan, except for cases:

- 1) provided by the contract of bank loan, when the Bank has the right not to provide new loans (credits);
- 2) of violation by the borrower of his/her obligations to the bank under the contract of bank loan;
- 3) of impairment of financial condition of the borrower, identified by the results of monitoring undertaken by the Bank in accordance with requirements of normative legal act of the authorized state body;
- 4) in case of change of requirements of the legislation of the Republic of Kazakhstan, which affect the proper execution by the Bank of the contract of bank loan.

158. When providing bank loan (credit) the Bank is prohibited:

- 1) to unilaterally change sizes and order of calculation of tariffs, commissions and other expenses on servicing the loan (credit) established on the date of conclusion of the contract with the borrower - an individual towards increasing;
- 2) to unilaterally create new types of commissions within the framework of concluded contract of bank loan;
- 3) to execute indexing of obligations and payments under the contract of bank loan that is sued in KZT with reference to any currency equivalent (this restriction does not apply to contracts concluded between banks);
- 4) to restrict the borrower, pledger in choosing an insurance company and/or appraiser, if the terms of providing the loan (credit) provide requirements for conclusion of contracts of insurance and/or conducting assessment in order to determine the market value of the property as security, as well as assignment of obligation to insure his/her life and health to the borrower;
- 5) to unilaterally suspend providing new loans (credits) within the framework of concluded contract of bank loan, except for cases provided by paragraph 155 of the present Regulations;

- 6) to unilaterally change interest rates established on the date of conclusion of the contract of bank loan with entities towards increasing, except for cases provided by paragraph 89 of the present Regulations;
- 7) to impose a forfeit or other types of penalties for early repayment of loans (credits), except for cases of partial early repayment or full early repayment of the principal debt in the term up to 6 (six) months from the date of receiving the loan issued for the term of up to 1(one) year, up to 1(one) year from the date of receiving the loan issued for the term over 1(one) year;
- 8) to impose a forfeit or other types of penalties in case if the date of repayment of principal debt or interest is a weekend or red-letter day, payment of interest and principal debt is made on the next working day.
- 9) to establish and charge commissions for maintaining bank account related to the issuance and servicing of a mortgage loan, as well as for crediting a loan to a bank account under a mortgage loan contract of an individual not associated with entrepreneurial activity.

159. When the Bank provides bank loan (credit), the borrower has the right:

- 1) to repay the loan (credit) with the payment of interest accrued by the Bank from the date of providing the loan (credit) without paying forfeit and other types of penalties for repayment of the loan (credit) (for borrower - an individual who has received a loan (credit)), which is not related to business activities, for purchase of goods, works and services) within 14 (fourteen) calendar days from the date of conclusion of the contract of bank loan;
- 2) within 14 (fourteen) calendar days from the date of receipt of a notice on changing the contract terms and conditions towards their improvement for the borrower - to refuse the improving terms and conditions provided by the Bank in the manner stipulated by the bank loan contract;
- 3) in case if the date of repayment of principal debt or interest is a weekend or red-letter day, to pay interest or principal debt on the next working day without paying forfeit and other types of penalties;
- 4) after full repayment of the loan debt, to receive in writing a certificate of no arrears free of charge within a period of not more than 15 (fifteen) calendar days from the date of filing the application;
- 5) to get information on distribution (into principal debt, interest, commissions, forfeits, penalties and other amounts payable) of received money in order to repay the debt under the contract of bank loan upon application, in the term not exceeding 3 (three) working days, gratuitously, not more often than once a month, in the written form;
- 6) to get information on the amount due for repayment with distribution into principal debt, interest, commissions, forfeits, penalties and other amounts payable, specifying overdue payments, upon application on partial or full repayment to the Bank of the money received under the contract of bank loan - gratuitously, in the term not exceeding 3 (three) working days, in written form;
- 7) to repay the loan, partially or fully, ahead of schedule, upon expiry of 6 (six) months from the date of receiving the loan issued for the term of up to 1(one) year, upon expiry of 1(one) year from the date of receiving the loan issued for the term over

- 1(one) year without paying forfeit and other types of penalties;
- 8) to apply to the Bank in the written form in case of disputes on provided services and receive an answer in the term established by the Law of the Republic of Kazakhstan dated January 12, 2007 "On the procedure of considering appeals of individual and entities".
- 9) to apply to the Bank ombudsman in the written form in accordance with the Law o banks and bank activities to settle differences arising from the mortgage loan contract concluded with individual.
- 10) Within 30 (thirty) calendar days from the date of the delay of the obligation performance to visit the Bank and submit a written statement containing information on the reasons for such delay of the obligation performance under the contract, income and other confirmed circumstances (facts), which stipulate his/her application for amendments to the terms of the contract, including those related to:
- a) change towards decrease of the rate of interest under the contract,
  - b) change of the principal outstanding amount currency of the bank loan issued in foreign currency to the national currency,
  - c) deferral of payment of the principal debt and (or) remuneration,
  - d) change in the method of debt repayment or the repayment procedure, including repayment of the principal debt as a matter of priority;
  - e) change of the agreement validity period;
  - f) principal debt release and (or) remuneration and forfeit (penalty, fine) cancellation.
160. The Bank has the right to use the services of third parties when executing the client's orders, as well as when executing the terms of the contracts on conducting transactions and provision of services which are concluded with the client. At that the Bank is responsible for illegal actions (omission) of the person who provides services to the Bank on the basis of the contract (agreement) on attraction of clients, verification for compliance with the requirements of the Bank, transferring clients' documents to the Bank under the terms of the relevant contract (agreement) of the Bank with specified person. The procedure of the activities of person providing services to the Bank on the basis of the contract (agreement) concluded between the Bank and the person providing services to the Bank, shall be established by the rules for rendering services to the Bank to attract clients, execution of checks on compliance with the requirements of the Bank, transfer of documents to the Bank, approved by the authorized body of the Bank.
161. The contract (agreement) between the Bank and the person providing the Bank with services on attraction of clients/execution of checks on compliance with the requirements of the Bank and/or transferring clients' documents to the Bank necessarily must contain the Bank's liability to the client for illegitimate actions of the person providing the Bank with services specified in paragraph 158 of the present Regulations.
162. The Bank and the client have other rights and obligations besides those specified in the present Regulations, bear responsibility within the limits established by normative legal acts of the Republic of Kazakhstan, internal documents of the Bank and agreement (contract) between the Bank and the client.

163. Contracts may provide conditions which exclude or restrict the liability of the parties, such as force majeure, the absence of fault, improper actions of the opposite party to the contract, etc.

#### **Chapter 14. Procedure for amending and supplementing the Regulations**

164. The Department of retail business development is the business owner in charge of coordination of the process of amending and supplementing the present Regulations.

165. Amending and supplementing of the present Regulations, including Appendices 1 and/or 2 and/or 3 to the present Regulations, may be initiated by any structural subdivision of the Bank, the responsible bodies are:

- 1) for continuous monitoring of the provisions of the Regulations concerning activity of its subdivision, for compliance with the legislation of the Republic of Kazakhstan, Charter of the Bank, and other internal documents of the Bank;
- 2) for timely adoption of measures to amend and/or supplement the present Regulations concerning activity of its subdivision in order to prevent discrepancies and ensure compliance with the legislation of the Republic of Kazakhstan and other internal documents of the Bank.

166. *Paragraph excluded by the decision of the Board of Directors of the Bank No. 14/2018 dated July 09, 2018.*

167. At this point the business owner shall ensure development of the present Regulations in the new revision accepting all of the recent amendments:

- 1) if the number of amendments and/or supplements, with consideration of the earlier amendments and/or supplements is more than 5 amendments and/or supplements;
- 2) if the scope of the recent amendments and/or supplements is more than half the contents of the current Regulations.

#### **Chapter 15. Final provisions**

168. Monitoring of compliance with the requirements of the present Regulations is imposed on the heads of structural divisions of the Bank in the part related to them.

169. These Rules come into force after 10 (ten) working days from the date of their publication on the Bank's website (www.vtb-bank.kz), except for subparagraphs 2.1., 2.2., 2.3 of paragraph 2 and subparagraph 5.1.1 of paragraph 5 of Section 1 "Tariffs for Settlement and Cash Services for Individuals" and subparagraphs 1.2.5 and 1.2.6 of paragraph 1 of Section 3 "Tariffs for Credit Transactions for Individuals" of Appendix 1 to these Regulations, which come into force on January 03, 2018.

170. From the moment of coming into force of the present Regulations, the Regulations on general conditions for banking and other transactions of Subsidiary of Bank VTB Joint-Stock Company (Kazakhstan) approved by the Board of Directors of the Bank No. 28/2016 dated September 30, 2016, with amendments and supplements No. 1 approved by minutes of the Board of Directors No. 38/2016 dated December 19, 2016, with amendments and supplements No. 2 approved by minutes of the Board of Directors No.

03/2017 dated February 24, 2017, with amendments and supplements No. 3 approved by the Board of Directors 088/2017 dated April 28, 2017, with amendments and supplements No. 4 approved by minutes of the Board of Directors of the Bank No. 13/2017 dated June 30, 2017, with amendments and supplements No. 5 approved by minutes of the Board of Directors of the Bank No. 22/2017 dated October 26, 2017 shall be null and void.

171. In case of any conflicts between the provisions of these Regulations and other internal documents of the Bank in terms of tariff establishment, it is necessary to be guided by the provisions of this Regulation.

**Deputy Director of Department  
of Retail Business Development**

**A. Bergaripova**