

Subsidiary VTB Bank Joint Stock Company (Kazakhstan)

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

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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, and provide the following information and procedures:
  - 1) maximum amounts and deadlines for accepted deposits and provided credits;
  - 2) limit values of rates and tariffs for banking operations;
  - 3) conditions of payment of interest for deposits and credits;
  - 4) requirements to security accepted by the bank;
  - 5) rates and tariffs for effecting banking operations;
  - 6) deadlines for making decisions on provision of banking services;
  - 7) procedure for consideration of client’s appeal arising in provision of banking services;

- 8) rights and obligations of the bank and its clients, and their responsibilities;
- 9) provision on procedure of working with clients;
- 10) other conditions, requirements and limitations for effecting banking operations which, as the.

Board of Directors of the Bank believes, have to be included in the general conditions of effecting banking operations.

3. The Bank is registered as a entity by the Ministry of Justice of the Republic of Kazakhstan (certificate of state registration No. 5062-1900-AO from 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 effecting banking operations provided for by the license, the Bank relies on the Law “On banks and banking activities”, the Law of the Republic of Kazakhstan “On anti-money laundering and terrorism financing” No. 191-IV ZRK dated 28.08.2009, the provisions of the Civil Code of the Republic of Kazakhstan, legislative acts of the authorized state authority and internal documents of the Bank, regulating the procedure for provision of services and effecting operations in the financial market by the Bank, as well as legislation of foreign 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 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 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 person, 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 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(-s) on his behalf.
- 7) FATCA questionnaire – questionnaires for 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 of the Bank Contract;
- 12) client–banks and organizations effecting certain types of banking operations, other entities, individuals, including those conducting business activity without registration of an entity, residents or non-residents of the Republic of Kazakhstan, using or intending to use banking services;
- 13) Contract Centre – Client Servicing Division of the Department for Development of Retail Business of the Bank which is competent to consult and provide services to clients upon telephone call;
- 14) persons having special relationships with the Bank:
  - a) any official or executive employee, CEO and chief accountant of the branch of the Bank, as well as their spouses and close relatives;

- b) individual or entity who is the major member of the Bank or official of the major member of the Bank, as well as their spouses and close relatives;
  - c) legal entity in which the persons, specified in sub-paragraphs a) and b) of the present paragraph, are major members or officials;
  - d) entity, in relation to which the Bank is the major member, officials of this entity, their spouses and close relatives;
  - e) affiliated persons of the Bank;
- 15) List of extremists - a list of organizations and individuals concerning which there is evidence for their implication on extremist activity or terrorism;
  - 16) Client representative is a 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);
  - 17) 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;
  - 18) 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);
  - 18-1) The Bank's Stop-lists - includes the list of persons with high risk of the fake undertaking activities, presented by the public authority (including the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan), the list of undesirable clients of VTB Group, the list of persons whom the Office of Foreign Assets Control of the US Treasury Department (OFAC), the European Union and the United Nations are sanction against, as well as other lists generated by the Bank (the Compliance control and Financial Monitoring, Security Department managing) and banks-correspondents;
  - 19) tariff – cost of certain banking operations and services, the amount of which is approved by the Board of Directors of the Bank in accordance with the Tariff policy of the Subsidiary VTB Bank JSC (Kazakhstan) approved by the Board of Directors dated August 11, 2015 (Protocol No. 22/2015);
  - 20) 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;
  - 21) authorized state body – state body responsible for regulation and supervision of financial market and financial organizations;
  - 22) 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;

- 23) branch –separate division of the Bank, which is not an 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;
- 24) electronic banking services - services related to obtaining by the Bank's clients of access to their bank accounts in order to get information about the amount of money on bank accounts / banking operations conducted on bank accounts / conducting payments and money transfers / opening or closing of bank accounts and/or conducting other types of banking operations provided by the Bank through the lines of telecommunications, via satellite or other types of communication. Electronic banking services are divided into information-banking and transaction-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 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. In case of changing tariffs, the Bank shall notify its clients by putting announcement in places accessible for review and acquaintance and/or placement by the Bank of related information on its corporate (official) website ([www.vtb-bank.kz](http://www.vtb-bank.kz)) not less than 10 (ten) working days prior to the date of making changes, unless otherwise is established in the contract on providing banking service.
12. In case of distributing advertisement of banking services, the Bank complies with the requirements of the Law of the Republic of Kazakhstan dated December 19, 2003 “On advertising” and the Law of the Republic of Kazakhstan “On banks and banking activities”, as well as the Regulation of the Agency Management of the Republic of Kazakhstan for regulation and supervision of the financial market and financial organizations No. 19 dated February 28, 2011 “On approval of Regulations for provision of banking services and consideration by the banks of clients’ appeals arising in the process of provision of banking services”, including:

- 1) Advertisement shall be reliable, recognizable without special knowledge or using special means directly at the moment of its presentation;
- 2) Advertisement in the territory of the Republic of Kazakhstan, except for periodicals, is distributed in the official and Russian languages, as well as in other languages at the discretion of the advertiser;
- 3) in advertisement, except for radio advertising, the number of the Bank's license and the name of the authorized state body that issued the license must be specified;
- 4) in advertisement of loans (credits) and deposits, except for interbank, interest rates must be specified based on reliable, annual, effective, comparable calculation (actual cost).

#### **Chapter 4. Procedure of working with clients**

13. 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 non-execution 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 paragraph 137 of the present Regulations;
- 3) before conclusion of the contract on providing banking service, gives the client time to get acquainted with its conditions;
- 4) informs the client about his 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.

14. Before conclusion of the contract of bank deposit, in addition to information and documents required by sub-paragraph 1, paragraph 13 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, (where available) ;
  - 7) amount and procedure for payment of interest;
  - 8) consequences of failure to ensure the minimum amount of the deposit, in case of partial or full early withdrawal of the deposit amount;
  - 9) amount of guaranteed reimbursement for guaranteed bank deposits, established by legislative acts of the Republic of Kazakhstan.
15. Before conclusion of the contract of bank loan, in addition to information and documents required by sub-paragraph 1, paragraph 13 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 - a entity, provided 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-execution 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).
16. Prior to signing the contract of mortgage loan and the contract of bank loan with an individual, the Bank is required to provide the borrower (co-borrower), for review and choosing the method of repayment of the loan (credit), with projects of schedules of the loan (credit) repayment, calculated with the periodicity, specified in the contract, by method of differentiated payments or annuity payments. The Bank has the right to offer the borrower (co-borrower) additional projects of schedules of repayment of the loan (credit), calculated with the same periodicity by methods in accordance with internal documents of the Bank subject to the requirements of the legislation of the Republic of Kazakhstan.
17. Procedure and terms of consideration of application for providing banking service for each type of banking services (where submission of an application is necessary) are defined by relevant internal documents of the Bank.

## **Chapter 5. General conditions of conducting banking operations**

18. On the basis of the license of the authorized state body, the Bank 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 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 reflects the physical quantity of refined precious metals and coins made from precious metals owned by this individual or entity;
  - 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 (exposure) 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 form.
19. In addition to banking operations provided in paragraph 18 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 provided by legislation of the Republic of Kazakhstan and by the Bank's license.
20. 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.
21. 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.
22. When conducting banking operations (concluding transactions) with persons, having special relationships with the bank, the Bank is governed by provisions of the current legislation of the Republic of Kazakhstan. Transaction with the person having special

relationship with the Bank, could be conducted only upon decision of the Board of Directors of the Bank, except where typical conditions of such transactions are approved by the Board of Directors. Refusal of the claim rights in respect of assets, provided (placed) persons having special relationships with the Bank, is executed with subsequent notification of the General Meeting of the Bank's Shareholder.

23. 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.
24. 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.
25. 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 of 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 are owned by the Bank.
26. The Bank must refuse establishing business relations and performing operations with money and/or other property to the individual or legal person in the following cases:
  - 1) inability to capture the information required for identification of any individual or legal person (its representative, beneficiary owner) performing operation with money and/or other property;
  - 2) inability to establish a supposed goal and a character of business relations;
  - 3) coincidence of the identification data of the Client, its founders, beneficiary owners, representatives, officials with the data from the List of extremists; availability with the Client of any operation receivers, parties to the contract and transactors included in the List of extremists.
27. The Bank has the right to deny an individual or legal entity in establishing a business relationships, not to carry out any client's orders, as well as terminate all contracts with the client on the Bank's initiative, in the case of:
  - 1) there is a probability that when executing the client's order the Bank could be involved in doubtful operations associated with fraud, laundering of illegally obtained money, financing of terrorism, 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;

- 2) inability to take measures for verification of reliability and updating of information about the Client (its representative) and beneficiary owner;
  - 3) matches the identity of the individual or legal entity, its founders, beneficial owners, representatives, officials with the data from the List of extremists and/or Bank's stop-list, the existence of the client's transaction recipients, the agreement parties, operation participants in the List of extremists and/or the Bank's stop lists.
28. 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)).
29. 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 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. 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 6. General conditions of opening, maintenance and closing of bank accounts of clients**

30. 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 entities and individuals;
  - 3) savings accounts of entities and individuals.
31. Opening and maintenance of bank accounts is conducted on the basis of a contract on opening of a bank account concluded between the client and the Bank, including through attaching to the standard contract. When opening bank account, the Bank

requires from the client submission of the set of documents, provided by the current legislation of the Republic of Kazakhstan, and internal documents of the Bank.

32. 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.
33. 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.
34. When opening bank accounts for an entity, including non-resident of the Republic of Kazakhstan, its structural subdivisions, an individual registered as an individual entrepreneur, private notary, private judicial officer, lawyer, professional mediator, a foreigner or a stateless person (except for bank accounts intended for storage of pension assets of accumulative pension funds, assets of the State fund of social insurance held as security of issuance of bonds of special financial company, and assets of the investment fund, savings accounts of non-resident entities, foreigners and stateless persons and/or correspondent accounts of foreign correspondent banks, bank accounts intended for receiving of allowances and social payments out of the state budget and the State fund of social insurance, the Bank shall notify the authorized body of opening of specified accounts, stating the identification number, by means of electronic communication channels providing the guaranteed message delivery.

Where notification of opening of the specified accounts via such electronic channels is impossible due to technical issues, notification shall be forwarded to the tax authority at the place of location (residence) of the taxpayer as hard copy within three (3) working days.

35. Refusal to open bank accounts is conducted in the cases and on the bases provided by the Tax Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan No.237 dated June 29, 1998 "On payments and money transfers", the Law of the Republic of Kazakhstan No.191-IV dated August 28, 2009 "On anti-money laundering and financing of terrorism", as well as in cases of non-submission of documents provided by the Regulations of opening, maintenance and closing of bank accounts of clients in the banks of the Republic of Kazakhstan No. 266 dated June 2, 2000, or in case of non-execution of the transaction between the client and the Bank. Refusal to open bank accounts shall also be accounted for by failure to provide the filled in questionnaire or in case of incomplete/inadequate filling in of FATCA questionnaire by the client, as well as failure by the client to provide consent for collection, processing and distribution of personal data, confidential information in accordance with the requirements of internal documents of the Bank and FATCA Regulations subject to the requirements of the legislation of the Republic of Kazakhstan.

36. Operations, related to payment of interest on the cash balance on the current account in the amount, order and under conditions defined by the contract of bank account or by additional agreement to it, could be executed on the current account. In case of absence of conditions about payment of interest in the contract of bank account / additional agreement to it, interest on cash on the current account is not charged and paid.
37. Payment documents and orders to withdraw payment documents or suspend execution of such may be submitted with the Bank in soft or hard copy. Payment documents shall contain details specified by the legislation of the Republic of Kazakhstan and internal documents of the Bank, except as provided by the current legislation of the Republic of Kazakhstan.
38. Payment documents and orders about withdrawal of payment documents or about suspension of their execution may be submitted to the Bank during established operational day in the following number, unless otherwise is provided by the legislation of the Republic of Kazakhstan:
- 1) payment order—two (2) copies;
  - 2) payment request order —not less than two (2) copies;
  - 3) collection order—no less than three (3) copies;
  - 4) order about withdrawal of payment documents or about suspension of their execution — one (1) copy.

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

39. The client shall be entitled to grant the right to dispose the bank account, money on the bank account, obtain statements on the bank account to his/ her / its representative on the basis of power of attorney and other documents in accordance with the applicable legislation of the Republic of Kazakhstan and / or the Bank's internal documents.
40. Client's power of attorney compiled and issued in 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.
41. 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 applicable legislation of the Republic of Kazakhstan.
42. 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.
43. Power of attorney shall not be required for an individual authorized to manage the client's bank accounts in accordance with the legislation of the Republic of Kazakhstan. Thus conducting operations of the bank account shall be on the basis of the documents submitted in accordance with the legislation of the Republic of Kazakhstan and the internal documents of the Bank.
44. In case of conducting transactions on the bank account, the client's representative at his/ her first his addressing to the Bank, it is a prerequisite for the signing by the

representative of the client of the appropriate form of consent to the collection, processing and transmission of personal data and confidential information. The Bank shall carry out mandatory due diligence procedures for the client's representative authorized to manage the bank accounts and the client in whose favor the operations are carried out on his/ her /its bank account in accordance with the legislation of the Republic of Kazakhstan and the internal documents of the Bank.

45. Implementing powers of the client's representative by proxy 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 production of additional documents by the representative of the client in order to identify him/ her.
46. The client when replacing his/ her /its representative by proxy or early termination of powers of the authorized person of the legal entity client (termination of the contract and /or other relationship with him/ her) 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.
47. The client of the Bank shall respect and ensure respect by his/ her /its representative by proxy, the authorized person of the legal entity client, 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 / which he/ she / it acceded.

### **Chapter 7. General conditions of accepting deposits**

48. 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).
49. When accepting deposit, the Bank and the client conclude the contract of bank deposit, which reflects all conditions of placing, payment of interest on deposit, repayment of deposit and other conditions.
50. Interest rates on deposits are established differentially, according to the term of placing deposit on savings account, type of deposit, currency and amount of deposit, in compliance with the requirements of subparagraph 2 of paragraph 45-1 Guidelines on standard values and method for calculation of prudential standards for second level banks approved by the Regulation of the Agency Management of the Republic of Kazakhstan for regulation and supervision of the financial market and financial organizations No. 358 dated September 30, 2005.
51. 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.

52. Deposits of entities are accepted in the national currency in cash in compliance with the requirements of the current legislation on cash settlements in entities by transfer, in the foreign currency – by transfer in compliance with the requirements of the current legislation of the Republic of Kazakhstan. 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.
53. 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.
54. 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 on opening of the deposit in the amount of ten (10) percent of the amount of the Bank’s own capital, as well as placement of the amount of additional deposit for the specified amount shall be made 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.
55. The Bank defines the bank deposits interest rates limit values in the amount of 0.01% -25% per annum. The Bank's authorized body approves the fixed interest rates on bank deposits depending on the type and conditions of the particular deposit product within the established interest rates values on deposits and in the amount not exceeding the maximum interest rates on bank deposits of natural persons established by Kazakhstan Deposit Insurance Fund JSC at the same time.
56. 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) the Bank's orders, which do not contradict the terms of the contract of bank deposit and the requirements of the legislation of the Republic of Kazakhstan.
57. Deposit could be demanded by the depositor at any time within the validity period of the contract of bank deposit by partial withdrawal of the deposit amount (if partial withdrawal is provided by the terms of the contract of bank deposit) or by full repayment of the deposit amount, as a result of which the early termination of the contract of bank deposit is executed. In that case, the Bank is obliged to repay the deposit or part of it during not later than 5 (five) days from the moment of arrival of the depositor's claim.
58. When repaying the amount of deposit (part of it), interest on deposit is accrued and paid in the amount and order established by the contract of bank deposit. The contract of bank deposit may provide the right of the depositor to receive due interest on deposit separately from the amount of the deposit. Payment of interest accrued on the deposit of entity is made with deduction of income tax from the source of payment, except as provided by the legislation of the Republic of Kazakhstan.
59. 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 /it 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.

## **Chapter 8. General conditions of providing bank loans (credits) and working with insolvent clients**

60. 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.

61. When considering the client's application for a credit (loan), the Bank requires the client to submit a set of documents, provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank. The Bank is entitled to refuse to accept the client's application for a credit (loan) in case of failure by the client to submit the set of documents, or provision of inaccurate/invalid documents. The authorized body of the Bank, based on the opinions (expert decisions) of the structural subdivisions of the Bank, shall make a decision on issuance of a credit or refusal to issue a credit.

The Bank has the right to refuse granting the mortgage loans in foreign currency for individuals who do not have income in that currency within 6 (six) consecutive months preceding the date of individual's request.

62. Credit limit for one borrower is established by the Bank in accordance with the requirements of the normative legal act of the authorized state body.
63. 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.
64. The interest rates limit values on loans (credits) are defined by Bank in the amount of 0.1% to 42% per annum regardless of the financing currency. 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 size in authentic, annual, effective, comparable calculation of the loan agreement date, interest rates changing and/or new fees and other payments changes or introduction related to the bank loan issuance and maintenance must not exceed the limit established by the legislation of the Republic of Kazakhstan.
65. 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.
66. Contract of bank loan, concluded between the Bank and the borrower, contains obligatory conditions established by the legislation of the Republic of Kazakhstan for

the contracts of the relevant type and conditions set by mutual agreement of the parties.

67. Contract of bank loan is concluded between the Bank and the borrower in the written form in the official and Russian languages, attaching translation into other languages (if necessary), and in case of concluding the contract with foreign entities – in the official language and the language acceptable for parties.
68. The contract of bank loan includes:
  - 1) schedule of repayment of loan (credit) signed by the parties, which contains the number and the date of conclusion of the contract, the amount and currency of loan (credit), dates of repayment and amounts of regular payments specifying amounts of repayment of principal debt, interest and their total amount, remains of the principal debt as of the date of the next repayment, as well as total amounts of principal debt and interest to be paid and their total amount, date of preparing the schedule of repayment of loan (credit). In case the borrower (co-borrower) is an individual, the schedule of repayment of loan (credit), prepared as of the date of issuing loan (credit), also contains the list of methods of repayment of loan (credit), which are proposed by the Bank, with the selected method being indicated by the borrower (co-borrower).
  - 2) Reminder for the borrower-an individual under the contract of bank loan, signed by the borrower-individual and stamped by the Bank (where such stamp is available), executed in the form established by the legislation of the Republic of Kazakhstan.
69. In case of making changes to the terms of the loan (credit), which entail change in the sum (amount) of the pecuniary obligation of the borrower and (or) term of payment of such, the Bank shall execute and provide the borrower with the new schedule of repayment of loan (credit) and a reminder for the borrower – an individual under the contract of bank loan with consideration of the new conditions.
70. 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.
71. The requirements of paragraphs 16, 57, and 58 of the present Regulations do not apply to the contract of issuing loan (credit) for a period not exceeding one month, the contract within the framework of credit line on a payment card, overdraft credit, as well as the contract on opening credit line in order to obtain loan (credit), within the framework of which it is necessary to conclude the contract on providing loan (credit).
72. The information on contracts of bank loan, provision of leasing, factoring and forfeiting operations, accounting of bills, issuance of guarantees, sureties, letters of credit, concluded by the Bank, are subject to obligatory submission with the credit bureau with state participation as set out by the legislation of the Republic of Kazakhstan on credit bureaus and formation of credit histories.

73. Money lending to individuals, individuals engaged in activities without establishment of entity, and 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 - an entity, legal structure and the presence of territorial structural divisions, 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 mastering, 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).
74. In the contracts of bank loan, including mortgage loans, concluded with individuals, the Bank 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.
75. The Bank necessarily specifies complete list of commissions and their sizes to be charged in connection with the issuance of the loan (credit) in the contracts of bank

loan, and does not impose new types of commissions unilaterally under concluded contract of bank loan. The Bank does not increase sizes of tariffs, commissions and other expenses related to servicing the loan (credit), established on the date of conclusion of the contract of bank loan, and does not change the order of their calculation unilaterally.

76. In case 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 life and health.
77. 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 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 residual debt;
  - 4) on sizes and terms of regular payments;
  - 5) on credit limit (in case of presence).
78. Where provided by the contract of bank loan, the Bank periodically provides the client with information specified in paragraph 65 of the present Regulations, by method provided by the contract of bank loan.
79. The information specified in paragraph 65 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.
80. In the event of delay of obligations execution under the bank loans contract, the Bank notifies the borrower within the terms and in the manner provided in the loan agreement not later than thirty (30) working days from the occurrence of obligations execution delay about the need to make payments on the bank loan contract and the consequences of non-compliance of the borrower's obligations. The loan agreement provides the terms and methods of notification including the date of the next payment under the contract. With outstanding claims arising from the notice, the Bank has the right to apply to the measures against the borrower as provided in the Article 36 of the Law "On banks and banking activity", including the changes of the bank loan contract terms performance.
81. Notification of collection of debt under the contract of bank loan contains brief information for the client about the amount of debt under the contract of bank loan (specifying the amount of principal debt, interest, commissions, forfeits and other types of penalties, as well as other amounts that are subject to payment).
82. It is not allowed to handle notifications and conduct reminders(phone calls), related to the servicing of bank loan, to the client, as well as the pledger, guarantor, surety

and any other person who is a party to the contract on security of the loan (credit), from 9 pm to 9 am local time.

83. In case the contract of bank loan provides the right of the Bank to transfer to third party the right (claim) under the contract of bank loan (assignment), the Bank, within 3 (three) working days after the transfer of right (claim) in the written form, notifies the debtor (his authorized representative), specifying the full amount of transferred rights (claims), as well as remains of past due and current amounts of principal debt, interest, commission, forfeit, penalties and other amounts that are subject to payment and appointment of further payments to repay the loan (credit) –to the Bank or the person to whom the rights (claims) are transferred.
- 83-1. In order to avoid borrower's increasing debt, who is the individual, the Bank shall not be entitled to remuneration, as well as penalties (fines, forfeits) accrued at the end of 180 (one hundred and eighty) consecutive calendar days of obligation fulfillment delay to repay any of the principal amount payments and (or) remuneration under the mortgage housing loan contract.

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

84. 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. General conditions of conducting cash operations**

85. Cash servicing (receipt and withdrawal of cash, including changing, exchange, recalculation, sorting, packing and storage) of clients is conducted by the Bank in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank, and current tariffs of the Bank.
86. There is operational cash office in the Bank for organization of cash operations, as well as for handling of cash at the Bank.
87. Receipt/withdrawal of cash is executed on the basis of cash receipt/cash payment documents; procedure of preparing and forms of cash documents are defined by internal documents of the Bank, taking into account the relevant requirements of the legislation of the Republic of Kazakhstan.
88. 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**

89. The Bank conducts exchange operations with cash foreign currency through exchange office of the Bank and with non-cash foreign currency by currency conversion on the bank accounts of the clients in one currency and crediting converted currency to the bank account of the client in other currency.

90. Buying and/or selling 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.
91. Buying and/or selling 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**

92. 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 limit 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 – a entity.

The Bank offers services on crediting salary/other payments to employees of the clients – entities to the current accounts with the use of payment cards.

93. 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 for the names of trusted persons with or without establishment of limit of spending money.

### **§ 4. Payments and transfers**

94. Payments and money transfers can be executed by entities and individuals, both with the use of bank accounts 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. 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.
95. 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.
96. 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**

97. The Bank executes safe deposit operations in accordance with requirements established by the current legislation of the Republic of Kazakhstan and internal documents of the Bank.
98. 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).
99. 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.
100. 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).
101. 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.
102. 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).
103. It is forbidden to store in the Bank safe deposit box:
  - 1) explosives and flammable substances;
  - 2) fire, gas and cold weapon;
  - 3) chemical and narcotic substances;
  - 4) radioactive, toxic and other poison substances.
104. 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).
105. 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**

106. 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.
107. 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**

108. 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.
109. 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.
110. The Bank can make a decision on accrual of interest for the amount accepted as a possessory pledge and placed on the relevant bookkeeping account. In so doing, 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.
111. The subject of pledge must meet the requirements of Article 301 of the Civil Code of the Republic of Kazakhstan, i.e. the subject of pledge may be any property, including things and property rights (claims), except for things seized from the market (paragraph 2 of Article 116 of the Civil Code of the Republic of Kazakhstan), claims which are inextricably linked with identity of the creditor, in particular, claims for alimony, compensation for damage caused to life or health and other rights, the assignment of which to other person is forbidden by legislative acts.
112. Pledge right could be, in accordance with the pledge contract concluded between the Bank and the pledger, applied to the property, which will go to the property or economic guiding of the pledger in the future. The pledge right for a thing which is

not the subject of pledge, shall apply to its furnishings or inseparable derived benefits, unless otherwise is provided by the contract or the legislative acts. In cases provided for by the contract or legislative acts, the pledge right may apply to separable derived benefits, products, and waste obtained as a result of using the pledged property, as well as subsequently acquired assets and substituted assets.

113. 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;
- 5) the pledger (borrower) insures his 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 spousal (s) of the pledger - an individual, to the transfer of real estate to pledge and its extrajudicial/judicial realization (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 realization;
  - 12) in case the pledger is an entity, the consent of authorized body of the entity to pledge and its extrajudicial/judicial realization;
  - 13) other requirements established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
114. Under condition of high credit worthiness and reliability of the client, the Bank has the right to decide to provide loan without security (blank credit). Criteria for the loan without security (blank credit) are established by normative legal acts of authorized body.
  115. 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.
  116. The pledge contract shall be concluded in the written form in official and Russian languages, attaching translation into other languages, if necessary. The contract specifies the pledge subject and its assessment, nature, size and term of execution of obligation secured by the pledge. It also specifies which of the parties has the pledged property and permissibility of its use. When agreed by the parties, the movable property and (or) certain categories of movable property (including machinery and inventories) being the subject of pledge, may have general description of the subject of pledge, without the description of the collateral being required.
  117. Assessment of the pledge subject is represented in KZT and can be determined by agreement of the parties, unless otherwise is provided for by the legislation of the Republic of Kazakhstan. Assessment of the pledge subject, securing obligation in foreign currency, expressed in KZT and in the currency of obligation at the market exchange rate as of the date of conclusion of pledge contract.
  118. The Bank is obliged to specify in the contracts of pledge concluded with the pledger, the pledge value of the subject of the collateral to be determined in accordance with the requirement of the current legislation of the Republic of Kazakhstan and internal documents of the Bank.
  119. In cases provided by the pledge contract, as well as legislative acts of the Republic of Kazakhstan, the Bank has the right to realize the pledged property under compulsory extrajudicial order by means of conducting tenders (auction), on its own.

## **Chapter 11. Rates and tariffs for conducting banking operations**

120. Interest rates and commissions, as well as tariffs for banking services are set by the Bank independently, taking into account value-added tax and other restrictions established by the current legislation of the Republic of Kazakhstan.
121. Tariffs for certain types of banking operations and services are reflected in the Appendices 1,2 to the present Regulations.
122. Order of paying commissions is established by contracts on providing banking services.
123. Bank necessarily specifies interest rates based on reliable, annual, effective and comparable calculation (real cost) in the contracts of provision of deposit acceptance services and bank loan operations concluded with the clients, as well as when disclosing information on remuneration rates for the above services, including its publication. The order of calculation is established by the legislation of the Republic of Kazakhstan, in the contracts of banking services concluded between the Bank and its clients, as well as when disclosing information on the remuneration rates on loans and deposits (except for interbank), including its publication.
124. 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.
125. Rates of basic, preferential and individual tariffs, as well as criteria for application of preferential tariffs, are approved by the decision of the Board of Directors of the Bank. Approval of basic, preferential and individual tariffs, as well as criteria for application of preferential tariffs, by other authorized body of the Bank is not allowed.
126. The criterion for application of a preferential tariff to a client for one or another banking operation is the income of the Bank received from servicing of the clients for all banking operations, or the amount of income the Bank expects to receive from servicing of the clients for a certain period, or other criteria for preferential tariffs approved by the Board of Directors of the Bank in accordance with the internal documents of the Bank.
127. A decision on the applicability of the preferential tariff to the client on the banking operations is made by the appropriate authorized body of the Bank within the respective business lines of the existing tariff rates in accordance with the criteria of application of preferential tariffs approved by the Board of Directors.
- 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.
128. Basic tariff rates are applied to clients of the Bank in accordance with rates approved by the Board of Directors of the Bank, without additional decision of the Bank.

### **§ 1. Rates and tariffs for deposits**

129. The Bank has the right to establish interest rate on deposit in the amount not exceeding the maximum value specified in the relevant documents that are binding on all banks or accounted (executed) by the Bank as a member of the system of obligatory guarantee of deposits of the Republic of Kazakhstan. Interest rates on deposits of individual and entities are established depending on type and currency of the deposit, periodicity of paying interest, term of placing the deposit and other conditions that are significant for the Bank.
130. The authorized body of the Bank defines the fixed remuneration amount on deposits, regardless the deposit currency within the limits of deposits interest rates established by the Bank.
131. The Bank pays to the depositor interest on the amount of deposit in the amount determined by the contract of bank deposit concluded between the Bank and the client. The Bank has no right to change the size of interest on deposits placed in savings account unilaterally, except for cases of prolongation of the term of the deposit, provided by the contract of bank deposit.
132. In case of changing the amount of interest on deposit in the direction of its reduction, when the term of placing the bank deposit is prolonged in accordance with the terms of the contract of bank deposit without conclusion of additional agreement, the Bank shall notify the depositor about reduction of the amount of interest before expiry of the term of placing deposit by method and within the terms provided in the contract of bank deposit.

### **§ 2. Rates and tariffs for loans (credits)**

133. According to contracts of bank loan concluded with individuals, fixed interest rate cannot be changed by the Bank unilaterally. Upon agreement of the parties fixed interest rate could be changed towards reduction or changed to floating interest rate during the validity period of the contract of bank loan. Upon agreement of the parties fixed interest rate could be changed towards increasing at the end of its validity period, determined by the contract of bank loan, 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.
134. The size of floating interest rate under the contract of bank loan is calculated as the sum of basic index and margin of the Bank. In case of providing syndicated loans, including but not limited to the following indexes - Libor, Euribor could be accepted as the basic index. The Bank's margin is calculated on the basis of operating costs of the Bank for conclusion of transaction, the borrower's risk, tax and other transaction costs, but cannot be less than 1% per annum.
135. When calculating effective interest rate on the loan with floating interest rate, all commissions associated with obtaining the loan (credit), payable in favor of the Bank, must be taken into account. The order of calculating floating interest rate,

method of bringing information on its change to the attention of the client, as well as other necessary conditions are fixed in the relevant conditions of the contract of bank loan.

136. The Bank does not charge forfeit or other types of penalties for early repayment of loans (credits), except for cases of partial early prepayment or full early prepayment of principal debt up to 1 (one) year from the date of obtaining the loan (credit).
137. 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.
138. The size of the forfeit (fine, penalty) for violation of the obligation to repay the amount of loan (credit) and/or to pay the interest under the contract of bank loan, concluded with individual, including the contract of mortgage loan, cannot exceed 0,5 percent of overdue payment for each day of delay, but not more than 10 (ten) percent of the issued loan (credit) for each year of validity period of the contract of bank loan.

**§3. Rates of interest accrued on cash balance on the current account,  
or 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**

139. The amount of interest accrued on cash balance on the current account is 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.
140. The amount of interest accrued on amount of money, which 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, is established upon decision of the authorized body of the Bank.
141. The Bank establishes fixed amount of interest on cash balance on the current account, or on amount of money, which 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, irrespective of the currency of the current account/appropriate bookkeeping account, the fixed amount of interest.

142. The bank pays interest on cash balance on the current account in amount and order defined by the contract of bank account or additional agreements to it concluded between the Bank and the client.
143. The bank pays interest 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, in amount defined by the authorized body of the Bank and in order established by the contract of pledge (collateral) concluded between the Bank and the pledger.
144. The Bank has no right to change the amount of interest established for accrual and payment on cash balance on the current account, or 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 place on appropriate bookkeeping account unilaterally, unless otherwise is provided by the legislation of the Republic of Kazakhstan and conditions of the relevant contract (additional agreement to it)
145. Payment of accrued interest on the cash balance on the current account, or 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, except for cases provided by the legislation of the Republic of Kazakhstan, is made with deduction of income tax from the source of payment.
146. Amounts of interest for current accounts, approved by the Board of Directors of the Bank, could be applied to the Bank's clients only upon relevant decision of Authorized persons of the Bank, defined within the framework of relevant product of the Bank.
147. Amounts of interest 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, approved by the Board of Directors of the Bank, could be applied only upon relevant decision of the authorized body of the Bank defined for the relevant product of the Bank.
148. Affiliates of the Bank are not entitled to make unilateral decisions on application of the amount of interest on current accounts/monies being the subject of pledge, accepted as security for execution of the obligations related to loans (credits)/other transactions subject to credit risk, and placed on the appropriate bookkeeping accounts.

## **Chapter 12. Deadlines for making decisions on providing banking services**

149. 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 informs the client on issue or refusal to issue a bank loan (credit) specifying the reasons for refusal within the term up to 3 (three) working days from the date of making decision on bank loan (credit).

- 2) deposits of:
  - a) entities– not more than 30 (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) entities – not more than 15 (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 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 transfer–acceptance of order (in the form of payment order/payment request) or refusal of its acceptance must be executed not later than 3 (three) working days from the date of receipt of the order, except as provided by Article 38 of the Law of the Republic of Kazakhstan “On payments and money transfers” and the Tax Code of the Republic of Kazakhstan.



- 6) safe deposit 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) and the pledge contract provided that the results of adequate verification are positive;
  - 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.
150. Deadline for making decisions on providing electronic banking services depending on type of banking product is not more than fifteen (15) calendar days.
151. Term of considering application/making decision on providing services on issuing payment cards is not more than seven working days from the date of receipt from the client of full set of documents provided by internal documents of the Bank and execution by the client of conditions required for the provision by the Bank of relevant service.

### **Chapter 13. Procedure of consideration by the Bank of clients' appeals arising in the process of providing banking services**

152. 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 of providing banking services and consideration by banks of clients' appeals arising in the process of providing banking services" approved by the Management of the Agency of the Republic of Kazakhstan on Regulation and Supervision of Financial market and Financial Organizations dated February 28, 2011 No. 19 and internal documents of the Bank.
153. 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 ("Client-Bank", "Internet banking", etc.);
  - 2) oral appeals which are received by phone and during direct visiting of the client to the Bank's office.
154. Authorized persons of the Bank conduct personal reception of individuals and representatives of 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.
155. 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.

156. 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.
157. Appeals received by means of the Bank's internet site, telephone 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 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.
158. 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.
159. The Bank provides objective, comprehensive and timely consideration of appeals of individual and entities, takes measures in order to resolve the claimed situation, informs clients about results of consideration of their appeals and measures taken, provides preparation of legitimate and reasonable answers to appeals, monitors and ensures consideration of appeals within the terms established by the legislation of the Republic of Kazakhstan.
160. 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.
161. 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 14. Rights and obligations of the Bank and its clients, their liability**

162. 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 in adequate execution of obligations under contracts, provided by the legislation of the Republic of Kazakhstan and terms of the relevant contracts.

163. Banks have no right to refuse the client to provide information on possible risks associated with conducting banking operations.
164. The Bank conducts banking operations and services and undertakes to provide banking servicing of the client's accounts in the order established by normative legislative acts of the Republic of Kazakhstan and the contract with the client.
165. The client has the right to dispose of his 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 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.
166. The client undertakes not to conduct operations on the bank account which contradict the legislation of the Republic of Kazakhstan.
167. 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.
168. 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).

169. 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.
170. The Bank has the right to close the client's bank account in cases provided by the current legislation of the Republic of Kazakhstan, and to refuse to close account in accordance with the legislation of the Republic of Kazakhstan in the presence of:
- 1) unexecuted claims to bank account, including the orders of authorized state bodies which have the right to suspend payment operations on the bank account, as well as decisions (resolutions) of authorized bodies or officials who have the right to seizure the client's money, except for cases of closing account due to:
    - a) liquidation or reorganization of entity - the client;
    - b) absence of money on the account of individual or entity—for more than one year;
    - c) the absence of movement of money on the account of individual or entity—for more than one year. The Bank shall notify the account holder about absence of movement of money on the account and its closing upon expiry of three months from the date of notification. If, within three months from the date of notification, account holder does not resume operations on the account, the bank terminates the contract of bank account and unilaterally closes the account and transfers cash balances to the deposit of a notary, according to Article 291 of the Civil Code of the Republic of Kazakhstan;
    - d) liquidation of the bank in which the client's bank account is opened;
    - e) reorganization of the bank in which the client's bank account is opened, in case of deprivation of the license to opening and maintenance of bank accounts of individual and entities.
  - 2) unexecuted claims on external economic export-import contracts submitted by the client to the Bank in accordance with the currency legislation of the Republic of Kazakhstan, except for cases of closing accounts due to liquidation or reorganization of entity - the client.
171. 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.
172. The Bank has the right in respect of the borrower, who does not execute his obligations under the contract of bank loan:
- 1) not to provide new loans;
  - 2) to foreclose without the borrower's consent on cash, available on any account of the borrower (in case it is provided in the contract), except for money received by the borrower in the form of grants and social benefits, paid from the State budget and State Social Insurance Fund, that is on bank accounts, opened upon demand of

the borrower, in the order established by normative legal act of the National Bank of the Republic of Kazakhstan;

- 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;
- 4) to take other measures provided by the contract of bank loan and/or the legislation of the Republic of Kazakhstan.

173. 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 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.

174. In cases provided by the pledge contract as well as by legislative acts of the Republic of Kazakhstan, the Bank has the right to realize the pledged property under compulsory extrajudicial order by means of conducting a tender (auction).

175. 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 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 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 161 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 125 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 one year from the date of receiving the loan (credit);
  - 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.
176. It is prohibited to provide bank loans (credits) to persons registered in off-shore zones, list of which is established by the authorized state body.
177. 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) 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;
  - 3) 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;
  - 4) 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;
  - 5) to repay the loan, partially or fully, ahead of schedule, upon expiry of 1 (one) year from the date of receiving the loan without paying forfeit and other types of penalties;
  - 6) 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 date January 12, 2007 "On the procedure of considering appeals of individual and entities".
178. Terms of limitation of actions are not applied to the Bank's requirements to the borrowers on proper execution of the contracts of bank loan.
179. 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. 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.

180. 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 167 of the present Regulations.
181. 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.
182. 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 15. Procedure for amending and supplementing the Regulations**

183. The Department of retail business development is the business owner in charge of coordination of the process of amending and supplementing the present Regulations.
184. Amending and supplementing of the present Regulations, including Appendices 1 and/or 2 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 measure 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.
185. In amending and/or supplementing the present Regulations, the requirements of Regulations for development, execution, agreement and approval of internal documents of Subsidiary VTB Bank JSC (Kazakhstan) approved by decision of the Board of Directors of the Bank dated December 16, 2014 (Protocol No. 40/2014) are observed.
186. All modifications made to the tariffs shall come into effect after fifteen (15) working days from the date of approval by the Board of Directors, unless otherwise specified in the relevant modifications.
187. 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 16. Final provisions**

188. 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.
189. The present Regulations shall enter into force on the date of their approval.
190. Since the entry into force of the present Regulations, Regulations "Of general terms of conducting banking and other operations at Subsidiary VTB Bank Joint Stock Company (Kazakhstan)" have been terminated, which were approved by the Board of Directors of the Bank dated June 26, 2015 (Protocol No.19/2015), with amendments and supplements No. 1 and No.2 approved by the Protocol of the Board of Directors of the Bank No. 22/2015 dated August 11, 2015 ,with amendments and supplements No. 3 approved by the Protocol of the Board of Directors of the Bank No. 24/2015 dated September 16, 2015, with amendments and supplements No. 4 approved by the Protocol of the Board of Directors of the Bank No. 28/2015 dated September 30, 2015, with amendments and supplements No. 5 approved by the Protocol of the Board of Directors of the Bank No. 31/2015 dated October 30, 2015.

**Director of the Department  
of Retail Business Development**

**D.Zhakenova**