

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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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” No. 2444 dated August 31, 1995 (hereinafter referred to as the Law “On banks and banking activities”) and the Charter of Subsidiary VTB Bank JSC (Kazakhstan) (hereinafter referred to as the Bank) and other internal documents of the Bank.

2. The present Regulations define general conditions and procedure of conducting banking and other operations by the Bank, and contain the following information and procedures:
  - 1) maximum amounts and deadlines for accepted deposits and provided credits;
  - 2) maximum values of interest rates for deposits and credits;
  - 3) conditions of payment of interest for deposits and credits;
  - 4) requirements to security accepted by the bank;
  - 5) maximum values of interest rates and tariffs for banking transactions;
  - 6) deadlines for making decisions on provision of banking services;
  - 7) procedure for consideration of client’s appeal arising in the process of provision of banking services;
  - 8) rights and obligations of the Bank and its client, and their responsibilities;
  - 9) provision on procedure of working with clients;
  - 10) other conditions, requirements and limitations for conducting relevant operations by the Bank which, as the Board of Directors of the Bank believes, have to be included in the general conditions of conducting banking operations.
3. The Bank is registered as a legal entity by the Ministry of Justice of the Republic of Kazakhstan and conducts its activities on the grounds of the license to conduct banking and other operations, and activities in the foreign currency market (hereinafter referred to as the license) issued by the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market.
4. In conducting banking operations stipulated by the license, the Bank shall be guided by the Civil Code of the Republic of Kazakhstan, the Law “On banks and banking activities”, the Law of the Republic of Kazakhstan No. 11-VI "On payments and payment systems" dated 26 July 2016, the Law of the Republic of Kazakhstan “On anti-money laundering and terrorism financing” No. 191-IV dated August 28, 2009, the Law of the Republic of Kazakhstan No. 508-II dated December 19, 2003 “On advertising”, the Decree of the Management Board of the National Bank of the Republic of Kazakhstan No. 136 “On Approval of the Regulations for Provision of Banking Services and Consideration of Client’s Claims Arisen from the Provision of Banking Services by Banks, Organizations Carrying Out Separate Types of Banking Transactions” dated July 28, 2017, other regulatory legal acts of the Republic of Kazakhstan and internal documents of the Bank, regulating the procedure for provision of services and conducting operations in the financial market by the Bank, as well as legislation of foreign states affecting the activity of the Bank.
5. In order to ensure the compliance with the requirements of the legislation of the Republic of Kazakhstan, recommendations of the National Bank of the Republic of Kazakhstan,

the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market, policies of VTB Group and the Bank's obligations arising after the procedure of registration on the website of the US Internal Revenue Service under the status "Reporting FI under a Model 1 IGA", the Bank shall perform due diligence of clients (their representatives) and beneficiary owners (including the existence of a foreign state tax residency and belonging of a client to the US persona) in the following cases:

- 1) prior to establishing business relations with a client;
  - 2) in effecting operations with money and (or) other property subject to financial monitoring, including suspicious operations
  - 3) if there are grounds to doubt the reliability of previously received data about the client (its representatives), beneficial owner
  - 4) updating the data on the client (its representative), 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) Shareholder of the Bank – VTB Bank PJSC (Public Joint Stock Company);
  - 2) banking services - conducting by the Bank of banking and other operations, established by Article 30 of the Law “On banks and banking activities”;
  - 3) banking ombudsman -an individual, who is independent in his/her activity, conducting settlement of disputes, arising from the contract of mortgage loan between bank, the organization conducting particular types of banking operations, and the borrower, an individual, upon his/her appeal in order to reach agreement on satisfaction of rights and legitimate interests of the borrower, bank and organization conducting particular types of banking operations, as well as in the cases stipulated by the Law “On Banks and Banking Activity”;
  - 4) Bank deposit certificate is a registered non-issue security issued by the Bank certifying its holder's rights to receive its nominal value at the expiry of its circulation period or before its expiry as well as remuneration in the amount specified in its issue terms. The nominal value of a bank deposit certificate is a monetary value of a deposit certificate determined at the time of its issue, on which interest expressed as a percentage is accrued;
  - 5) beneficiary owner - an individual, who directly or indirectly owns more than 25 (twenty-five) percent of the participatory interest in the authorized capital or outstanding (less preferred and repurchased by a company) shares of the client - legal entity; an individual who exercises control over the client in another way, or in whose interests the client carries out operations with money and (or) other property;
  - 6) deposit – money accepted by the Bank from a depositor (an individual or a legal entity) on the grounds of a bank deposit agreement, for the use of which the Bank pays remuneration to the depositor in the amount and the manner specified in the bank

deposit agreement.

- 7) FATCA questionnaire - questionnaires for legal entities, individuals and individual entrepreneurs for the purpose of adequate verification and classification of clients, provided for by the FATCA Regulations;
- 8) guarantee – an obligation of other person (debtor) to the lender to be responsible for the obligation of such person in full or partially together with the debtor, except for the cases stipulated by the legal acts;
- 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) deposit – money transferred by one person (depositor) to another person – the Bank, including the National Bank of the Republic of Kazakhstan and the National Postal Operator, on a basis of repayment in nominal value, regardless of whether they are to be repaid on demand or after any period of time, in full or in part with or without a predetermined surcharge directly to the depositor or transferred by order to third parties;
- 11) Loan (hereinafter referred also as the credit) – granting by the Bank of money to individuals and/or legal entities on terms of interest payment, maturity and repayment on the grounds of license of the authorized state body;
- 12) application for banking services is a written request from the client to consider a possibility of providing banking services, depending on the type of bank product, not involving accession to the standard terms and conditions of the Bank Contract;
- 13) Borrower – a client who has received a loan from the Bank and has assumed obligations to repay the received money and to pay the received loan in full, including interest and other payments under the loan according to the bank loan agreement;
- 14) Client – legal entities, including banks and organizations effecting certain types of banking operations, other legal entities, individuals, including those conducting business activity without registration of legal entity, residents or non-residents of the Republic of Kazakhstan, using or intending to use services of the Bank;
- 15) Conversion – operation for exchange of one currency to another currency;
- 16) Contract Centre – Client Servicing Division of the Department of Retail Business of the Bank which is competent to consult and provide services to clients upon telephone call;
- 17) Operation day means a period of time during which the Bank accepts and processes instructions, orders to suspend the execution of instructions or revoke such instructions of the Bank's clients. Upon that, the duration of the operation day (working hours) of the Bank shall be determined by the Bank independently and shall be established by the Order of the Chairperson of the Management Board of the Bank or the person performing his/her duties;
- 18) list of organizations and persons related to the financing of terrorism and extremism (hereinafter referred to as the “List of extremists”) – list of organizations and individuals in relation to which there are data on their involvement in extremist activity or terrorism formed by the Financial Monitoring Agency of the Republic of Kazakhstan on the grounds of the requirements of the legislation of the Republic of

Kazakhstan on anti-financing of terrorism and legalization (laundering) of money received in a criminal way;

- 19) List of persons associated with FPWMD - list of organizations and persons associated with the financing of proliferation of weapons of mass destruction to terrorism (the grounds for inclusion of organizations or individuals in this list are established by the Law of the Republic of Kazakhstan dated August 28, 2009 No. 191-IV "On anti-money laundering and combatting the financing of terrorism";
- 20) Payment services – services on taking and making payments and (or) money transfers using a bank account; services on acceptance of cash for placing to bank accounts, including bank accounts of third persons; services on acceptance of cash for payments without opening a bank account for the remitter of the cash; services on transfer of money without opening a bank account; services on provision and repayment of electronic money; services on issue of payment cards; services on sale (distribution) of electronic money and payment cards; services on acceptance and processing of payments made with the use of electronic money; services on processing of payments initiated by the client in the electronic form and transfer of necessary data to the bank, organization which carries out separate types of banking operations for making a payment and (or) transfer or acceptance of money on these payments;
- 21) Client representative is an authorized person of a client, acting on behalf of the client on the basis of a power of attorney or on the basis of constituent documents of the legal entity or the legal representative of an individual (a parent, an adoptive parent, a guardian, a foster parent);
- 22) 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;
- 23) FATCA Regulations, CRS - Regulations for the conducting complex verification of individual clients and individual entrepreneurs within the framework of compliance of the VTB Bank (Kazakhstan) Subsidiary Joint Stock Company with the regulations of the US Foreign Accounts Tax Compliance Act (FATCA), Regulations for the conducting complex verification of legal entities within the framework of compliance of the VTB Bank (Kazakhstan) Subsidiary Joint Stock Company with the regulations of the US Foreign Accounts Tax Compliance Act (FATCA) and the Regulations for the conducting complex verification of clients and counterparties for detection of apparent financial institutions (Prima Facie FFI) within the framework of compliance of the VTB Bank (Kazakhstan) Subsidiary Joint Stock Company with the provisions of the US Foreign Account Tax Compliance Act (FATCA), other internal documents of the Bank developed for the purpose of implementation of measures to comply with the requirements of the legislation on "Common Reporting Standards" (hereinafter referred to as the CRS);
- 24) Limit tariff rates –

- a) rates and tariffs for conducting banking operations stipulated by these Regulations;
  - b) minimum and maximum values of tariffs acceptable to the Bank for conducting banking operations/services stipulated by these Regulations (inter alia taking into account the amount of benefits), within which the Management Board of the Bank/authorized body, persons decide on the approval of the amount of basic and individual tariffs, application of preferential tariffs;
  - c) for the clients of the standard/mass/upper sub-segment (small and medium businesses) the limit values of tariffs are set for cash and settlement services according to Annex 3 to these Regulations and do not apply to credit and documentary operations;
- 25) SRB – System of remote banking for provision of a set of electronic banking services to customers, which allow customers to promptly perform banking transactions on their bank accounts opened in the Head Office and/or Branch of the Bank, as well as to receive information on balances and/or cash flow, payments and/or remittance of money on these accounts, and other information at the request of the customer. SRB is represented by alternative channels: Internet Banking/Mobile Banking, Internet Banking/Mobile Banking and Information and Payment Terminal, depending on the communication channel through which electronic banking services are provided, and also through the Bank’s internet resource “VTB.kz”;
- 26) The Bank’s Stop-lists – include a list of persons with the high risk of carrying out pseudo-entrepreneurial activity submitted by the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan, list of risky persons for second-tier banks submitted by the Financial Monitoring Agency of the Republic of Kazakhstan, the list of undesirable clients of VTB Group formed by the Shareholder of the Bank, list of persons in relation to whom sanctions apply imposed by the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), European Union and United Nations Organization, and other lists formed by the Bank and correspondent banks;
- 27) tariff – cost of certain banking transactions and services, the amount of which is provided for in these Regulations and/or approved by decision of the Management Board of the Bank/authorized body within the minimum and maximum tariff rates of banking transactions/services approved by the Board of Directors of the Bank, that are acceptable to the Bank.
- 28) 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;
- 29) authorized state body - state body responsible for regulation and supervision of financial market and financial organizations;
- 30) 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;
- 31) authorized persons of the Bank – persons of the Bank who have delegated authorities to set tariffs of the Bank in accordance with the Bank's internal documents;
- 32) authorized person of the Bank in charge of appeals – a person of the Bank authorized



- to personally receive individuals and representatives of legal entities;
- 33) branch - separate division of the Bank, which is not a legal entity, located outside the Bank, conducting banking activities on behalf of the Bank and in its interests, acting within the limits of powers provided to it by the Bank, and also including additional premises;
- 34) electronic banking services – services related to obtaining access by the Bank's customer to his/her bank accounts via RBS to receive electronic payment services and information banking services, as well as services related to obtaining online loans and other related banking operations/services by the individual customer through the Bank's Internet resource "VTB.kz";
- 35) SMS code – a one-time password valid only for one authentication session to confirm (sign) a document in electronic form according to the legislation of the Republic of Kazakhstan.

### **Chapter 3. Procedure of disclosing information on provided banking services by the Bank**

8. General conditions of conducting banking and other operations, established in the present Regulations, are public information and cannot be the subject of commercial or bank secrecy.
9. The present Regulations are placed on the corporate (official) website of the Bank ([www.vtb-bank.kz](http://www.vtb-bank.kz)) and provided upon the first demand of the client when he/she appeals to the Bank for the purpose of obtaining banking service. In order to get additional information about conditions of conducting banking operations and services, clients can also refer to the Contact Centre (telephone numbers for inquiries: 5050 - free of charge when calling with a mobile phone, + 7 (727) 330-50-50) and other structural divisions of the Bank providing consultation and servicing to the clients of the Bank.
10. At the head office and branches (their additional premises) of the Bank, in areas accessible for review and acquaintance, on the Bank's website ([www.vtb-bank.kz](http://www.vtb-bank.kz)), up-to-date information is posted on the rates and tariffs for banking services specifying details on dates of approving and making changes and/or supplements to effective rates and tariffs, number of internal document and authorized body of the Bank, which approved (accepted) them.
11. When the tariffs are changed and/or supplemented, the Bank notifies the Clients by posting the announcement in the places available for observing and reviewing and/or posting the relevant information on the corporate (official) WEB-site of the Bank ([www.vtb-bank.kz](http://www.vtb-bank.kz)), within the times limits confirming the legislation of the Republic of Kazakhstan and / or the relevant Agreement concluded between the Bank and the Client.

In addition to this, the Bank shall not have the right to unilaterally change upwards the following fees established as of the date of signing between the Bank and client:

- 1) Banking services contract/payment services contract – fees on provided Payment services, except for the fees collected for international payments and (or) money transfers on which the Bank shall notify the client about changes in the fees in the procedure and terms provided in the contract;

- 2) Bank loan contracts – the amount and procedure of calculation of fees and other payments for loan servicing.
12. Based on the license of the authorized state body, the bank shall carry out the following banking transactions (in national and/or foreign currency) if the Bank has no restrictions imposed by the legislation of the Republic of Kazakhstan/foreign countries, international sanctions/resolution/order of the Chairperson/decisions of the Management Board etc.) on the basis of the license of the authorized state body:
    - 1) opening and maintaining bank accounts, accepting deposits from individuals;
    - 2) opening and maintaining bank accounts, accepting deposits from legal entities;
    - 3) opening and maintaining correspondent accounts of banks and organizations that carry out certain types of banking transactions;
    - 4) opening and maintaining metal accounts of individuals and legal entities that reflect the physical quantity of refined precious metals and coins made from precious metals owned by this individual;
    - 5) cash transactions (acceptance and withdrawal of cash, including their exchange, recalculation, sorting, packing and storage);
    - 6) transfer transactions (implementation of payment and money transfer orders of individuals and legal entities);
    - 7) accounting transactions (accounting (discounting) of bills of exchange and other debt obligations of individuals and legal entities);
    - 8) bank borrowing transactions (providing loans in cash on conditions of interest payment, maturity and repayment);
    - 9) foreign currency exchange transactions, including foreign cash exchange transactions;
    - 10) collection of payment documents (except for bills of exchange);
    - 11) opening (issuing) and confirming the letter of credit and fulfillment of obligations under it;
    - 12) issuance of bank guarantees stipulating enforcement in monetary form;
    - 13) issuance of bank guarantees and other liabilities for third parties stipulating enforcement in monetary form.
  13. In addition to banking operations stipulated in paragraph 12 of the present Regulations, the Bank has the right to conduct safe deposit operations (services on custody of securities issued in documentary form, documents and valuables of clients, including leasing of safe deposit boxes, lockers and premises), issue its own securities (except for shares), brokerage and dealing, operations using payment cards, and other operations and activities in accordance with the license of the authorized state body and/or legislation of the Republic of Kazakhstan.
  14. Relationships between the Bank and clients when providing banking services are executed on contractual basis, unless otherwise is provided by the current legislation of the Republic of Kazakhstan, including by accession to the typical contract. The contract concluded between the Bank and the Client shall contain mandatory terms and conditions established by the legislation of the Republic of Kazakhstan for the contracts of appropriate type and conditions determined by agreement of the parties.
  15. When conducting banking operations (concluding transactions) with clients, who are non-

residents of the Republic of Kazakhstan, the Bank and the client are governed by the current legislation of the Republic of Kazakhstan, as well as by generally accepted (unified) international regulations and customs, provisions of international treaties ratified by the Republic of Kazakhstan.

16. Transaction with the person having special relationships with the Bank can be conducted only upon decision of the Board of Directors of the Bank, except for the cases where typical conditions of such transactions have been approved by the Board of Directors. Refusal of the claim rights in respect of assets, provided (placed) by the persons having special relationships with the Bank, is executed with subsequent notification of the Bank's Shareholder.
17. The Bank does not provide preferential terms to persons having special relationships with the Bank. The Bank does not issue loans (credits) without collateral (blank loans) to the persons having special relationships with the Bank, except for loans in the amount not exceeding KZT 20 (twenty) million as of the date of the Bank's decision to issue the loan.
18. Granting favorable conditions to a person with special relations with the Bank means closing a transaction with a person with special relations with the Bank, or in his/her interests, which the Bank would not have closed with a person without special relations with the Bank by its nature, purpose, features and risk, namely:
  - 1) charging fees and payment for banking transactions lower than under the conditions offered to third parties;
  - 2) payment of remuneration on deposits and other funds attracted by the Bank on behalf of a person with special relations with the Bank higher than under the conditions offered to third parties;
  - 3) acceptance of pledges, guarantees, sureties, or other means of security of fulfillment of obligations in the amount lower than that required for similar transactions with third parties;
  - 4) granting a deferral on the collection of remuneration, repayment of the principal debt and (or) other payments for banking transactions more than on similar transactions with third parties;
  - 5) payment for acquired property and (or) services to a person with special relations with the Bank at a price higher than payment for similar acquired property and (or) services to third parties in a transaction or set of transactions, the value of which exceeds 0.1% (zero integers one tenth) percent of the authorized capital of the Bank, excluding transactions or a set of transactions for the acquisition of shares or shares in the authorized capital of legal entities, the value of which exceeds 10% (ten) percent of the Bank's equity, as of the date of taking decision by the Bank on closing transaction or set of transactions;
  - 6) sale of property to a person with special relations with the Bank at a cost lower than the sale of similar property to third parties or below market value;
  - 7) sale of securities to a person with special relations with the Bank at a value lower than the sale of similar securities to third parties or below market value;
  - 8) closing of transactions previously assigned by the authorized body to transactions with favorable terms through the use of reasoned judgment.

Additional criteria for assigning transactions to transactions with favorable terms are

established by the regulatory legal act of the authorized state body.

19. The Bank may not close a transaction with any person whose value exceeds 0.02% (zero point zero two) percent of the authorized capital of the Bank as of the date of taking decision by the Bank to complete the transaction, except for the acquisition of shares or participation interests in the authorized capital of legal entities, the value of which exceeds 10 % (ten) percent of the own capital of the Bank at the date of taking decision by the Bank to complete the transaction, and which entails:
  - 1) payment of obligations to a person having special relationships with the Bank;
  - 2) purchase of any property from the person having special relationships with the Bank;
  - 3) acquisition of securities issued by the person having special relationships with the Bank, except for securities that are owned by the Bank.
20. The Bank does not provide loans (credits) to persons registered in the off-shore zones, the list of which is established by the authorized state body.
21. The Bank is obliged to refuse the individual or legal entity in establishing business relations in the following cases:
  - 1) inability to capture the information required for identification of any individual or legal entity (its representative, beneficiary owner) establishing business relations or performing operation with money and/or other property;
  - 2) inability to establish a supposed goal and a character of business relations;
  - 3) impossibility to identify the beneficiary owner and record data necessary for his/her identification;
  - 4) for the anonymous owner, i.e. individual or legal entity requesting information about opening a bank account (deposit), who failed to provide the documents required for this identification;
  - 5) to an individual without his/her or his/her representative opening a bank account (deposit) personal presence, except for cases of remote establishment of business relations, if the Bank makes a decision to establish business relations with the new clients remotely.

Establishment of business relations remotely shall be carried out only with clients who meet the requirements established by the legislation of the Republic of Kazakhstan, taking into account the assessment of the degree of risk of money laundering and financing of terrorism by client type, country (geographic) risk, risk of service (product) and (or) method of its (its) provision.
22. The Bank is entitled to refuse establishing of business relationship with an individual or legal entity and performing transactions with cash and/or other property, and not to carry out the client's instructions, and also to terminate business relations with the client, in the following cases:
  - 1) any suspicions that business relations are used by the client for the purposes of legalization (laundering) of proceeds from crime or financing of terrorism;
  - 2) there is a probability that when executing the client's order the Bank could be involved in doubtful operations associated with fraud, trafficking of arms and ammunition and other unusual operations, which could be defined both by the Bank's internal documents of counteraction of the legitimization (laundering) of proceeds of crime

and the financing of terrorism and by the legislation of the Republic of Kazakhstan, international acts and legislation of the country in the territory of which there is any of the participants of operation on a permanent or temporary basis;

- 3) coincidence of the identification data of the client, his/her founders, beneficial owners, representatives, officials with the data from the List of extremists and the List of persons associated with FPWMD, the existence of the client's transaction recipients under operations, the agreement parties, operation participants included in the List of extremists and the List of persons associated with FPWMD;
  - 4) coincidence of the identification data of the individual or legal entity, its founders, beneficial owners, representatives, officials with the data from the Bank's Stop-lists, the existence of the client's transaction recipients under operations, the agreement parties, operation participants included in the Bank's Stop-lists;
  - 5) refuse to execute an order for conducting transaction, for which there were no presented documents necessary to capture information about the person conducting operation and the recipient of the payment/transfer, except for operations for deposit of money transferred to the account of the client;
  - 6) non-compliance of the client with the requirements determined by the legislation of the Republic of Kazakhstan for the persons with whom the Bank is entitled to establish business relations remotely;
  - 7) non-fulfillment of conditions for establishing business relations remotely determined by the legislation of the Republic of Kazakhstan;
  - 8) on other grounds stipulated by the Code of the Republic of Kazakhstan dated December 25, 2017 "On taxes and other compulsory payments to the budget" (hereinafter referred to as the Tax Code), the Law of the Republic of Kazakhstan dated August 28, 2009 No. 191-IV "On anti-money laundering and combating the financing of terrorism", the Law of the Republic of Kazakhstan dated July 26, 2016 No. 11-VI "On payments and payment systems" (hereinafter referred to as the Law on payments), banking services contract or other relevant contract.
23. The Bank is obliged to refuse an individual or legal entity in conducting operations in the following cases:
- 1) impossibility of recording data necessary for the identification of an individual or legal entity (his representative, beneficial owner), establishing business relations or performing an operation with cash and (or) other property;
  - 2) impossibility to establish the intended purpose and nature of business relations;
  - 3) impossibility of identification the beneficial owner and recording data necessary for his/her identification;
  - 4) impossibility of reliability verification and updating the client's information (or his/her representative) and beneficial owner.
24. The Bank has the right not to disclose reasons for denying providing banking services/product to individual or legal entity, except for the bank loans, if data and information constitute potential commercial value and are official secret of the Bank by virtue of non-public nature.
25. The Bank shall not establish business relations with new customers remotely, except for the remote opening of a bank account for the Bank's corporate customers (legal

entities/individual entrepreneurs/persons engaged in private practice), online lending, and opening of a bank account for individual customers.

26. The Bank may establish business relations with new corporate clients remotely. In order to establish business relations with the Bank and receive the Bank's services remotely, a client may apply to the Bank by submitting an application via the Bank's WEB-site ([www.vtb-bank.kz](http://www.vtb-bank.kz)). Remote establishing business relations and provision of the Bank's services through the Bank's WEB-site, portal of the Bank's partners shall be carried out after technical implementation and indication of the corresponding information about the provided service on the Bank's WEB-site.

Service for remote opening current account to corporate clients of the Bank shall be provided on the basis of an application for opening current account submitted to the Bank via E-gov web-portal of electronic government of the Republic of Kazakhstan at the moment of the submission of a client's application for state registration of legal entity or on the basis of application for opening current account submitted to the Bank via the Bank's WEB-site, or via remote banking service system of the Bank.

27. The following conditions shall be mandatory for remote opening of a current account to new corporate clients:

- 1) Entering by a client of its individual or business identification number in the remote access system;
- 2) Client identification through the E-gov web-portal of electronic government of the Republic of Kazakhstan and client authentication and a one-time SMS code sent by the Bank to the customer to the telephone number specified by the customer in the application for two-factor authentication when confirming (signing) documents in electronic form under the application;
- 3) Recording of the client information confirming its identification and stipulated by subparagraphs 1), 2), 2-1) and 4) of paragraph 3 of Article 5 of Law of the Republic of Kazakhstan dated August 28, 2009 No. 191-IV "On anti-money laundering and combatting the financing of terrorism".

Client identification and authentication shall be performed by the Bank in accordance with the requirement of the legislation of the Republic of Kazakhstan and requirement of the Bank's internal documents. Verification of reliability of information about the client (his/her representative) and beneficial owner shall be performed by the Bank remotely according to the requirement of subparagraph 6) of paragraph 3 of article 5 of the Law of the Republic of Kazakhstan dated August 28, 2009 No. 191-IV "On anti-money laundering and combating the financing of terrorism".

- 27-1. The mandatory conditions for individual customers to apply online for a loan shall be as follows:

- 1) Entering by the Customer on the Internet resource "VTB.kz" individual identification number and surname, first name and patronymic (if any), and the requested loan terms and conditions;
- 2) Use of the customer's electronic digital signature issued by an accredited certification center of the Republic of Kazakhstan and a one-time SMS code sent by the Bank to the customer to the telephone number specified by the customer in the application for

two-factor authentication when confirming (signing) documents in electronic form under the application;

- 3) Customer identification and authentication through biometric identification and confirmation of the customer's identity through verification with state databases;
- 4) Recording the customer information specified in subparagraphs 1) and 4) of paragraph 3 of Article 5 of Law of the Republic of Kazakhstan dated August 28, 2009 No. 191-IV "On Anti-Money Laundering and Combating the Financing of Terrorism".

27-2. Within the framework of the banking service on the website "VTB.kz," the Bank shall provide, including and not limited to, the following services to individual customers when the Bank approves the issuance of an online loan:

- 1) getting access by the customer to the personal account after identification, authentication, verification, or presentation of login and password by the customer;
- 2) getting an online loan for consumer purposes;
- 3) opening a current account remotely within the framework of issuing online credit;
- 4) access to the executed electronic documents related to the online loan through the customer's personal account: the bank loan agreement, the loan repayment schedule, and the individual borrower's memo;
- 5) access to the customer's personal account to view the balance of money on the customer's current account opened with the Bank".

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 remote e-banking system. The value of these restrictions and limits, as well as the conditions and procedures for their establishment are determined by the Bank itself. At that the Bank notifies the client on setting such limits by placing appropriate information on the web-site of the Bank at the following address: <https://online.vtb-bank.kz>, <https://ibank.vtb-bank.kz>.

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

30. When providing banking service to the client, the Bank<sup>1</sup>:
- 1) before conclusion of the contract on providing banking service, provides the client with:
    - a) information on rates and tariffs, terms of making decisions on application for providing banking service (where it is necessary for the client to submit application);
    - b) information on conditions of providing banking service and list of documents necessary for conclusion of the contract on providing banking service;
    - c) information on liability and possible risks of the client in case of nonperformance of obligations under the contract on providing banking service;
    - d) consultations on client's questions which have arisen;
    - e) upon client's request - copy of typical form of the relevant contract on providing banking service;
    - f) information on the provision of the bank service with the condition of receiving an additional financial service and on other agreements to be concluded by the client in connection with the receipt of the additional financial service, including information on the availability of additional expenses;
    - g) information about the client's ability to agree to receive a bank service (unsecured consumer loan) with the condition of receiving an additional financial service or without an additional financial service.
  - 2) considers the client's application for providing banking service (where it is necessary for the client to submit application) within the terms established in paragraphs 37-40 of the present Regulations;
  - 3) before conclusion of the contract on providing banking service, gives the client time required to get acquainted with its conditions;
  - 4) informs the client about his/her right to appeal, in case of disputes on provided banking service, to the Bank, banking ombudsman (in case of mortgage loans), the authorized state body or court. For these purposes, the client is provided with information about location, postal and e-mail addresses and internet sites 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.
31. Before conclusion of the contract of bank deposit, in addition to information and documents required by sub-paragraph 1, paragraph 30 of the present Regulations, the Bank provides the client with the following information on bank deposits in oral form:
- 1) type of deposit (demand, fixed-term, escrow, saving):
    - a) demand deposit – subject to return in full or partially upon the first request of the investor. A demand deposit agreement is permanent;

<sup>1</sup> Subparagraphs (f) and (g) of paragraph 30(1) of the Regulations shall take effect on October 1, 2022.



- 6) fixed-term deposit – is made for a fixed term. In cases where a fixed-term deposit is claimed by the depositor before the expiry of the specified period, interest on the deposit is paid at the rate set for demand deposits, unless otherwise stipulated by the bank deposit agreement;
  - b) escrow deposit – is made before the occurrence of circumstances specified in the bank deposit agreement;
  - r) savings deposit – is made for a certain period (in case of early termination, remuneration is paid in the amount established for a demand deposit);
- 2) term of deposit - (where available);
  - 3) minimum amount of deposit;
  - 4) type of interest rate: fixed or floating, payment terms if the interest rate is floating;
  - 5) interest rate, including the interest rate in a reliable, annual, effective, comparable calculation (real value) as of the date of the client's application;
  - 6) terms and conditions of extension (prolongation) of the deposit period without concluding a supplementary agreement (if any);
  - 7) possibility of replenishment/withdrawal of the deposit, capitalization including conditions of full or partial early withdrawal of deposit (if any);
  - 8) the amount, procedure of interest payout and consequences of non-compliance with the amount of the minimum balance of the placed deposit;
  - 9) amount of guaranteed reimbursement for guaranteed bank deposits, established by legislative acts of the Republic of Kazakhstan.
32. If the interest rate changes towards its reduction during the extension of the bank deposit term in accordance with the terms and conditions of the bank deposit agreement without concluding a supplementary agreement, the Bank notifies the client of reducing the interest rate in the manner stipulated in the bank deposit agreement before the expiry of the bank deposit term.
33. If the Bank provides services remotely, with the information specified in paragraph 30 of the Regulations (except for the information specified in subparagraph d of subparagraph 1) of paragraph 30 of the Regulations) and paragraph 31 of the Regulations, the Client shall read on the Bank's corporate website [www.vtb-bank.kz](http://www.vtb-bank.kz) by marking on reading and agreeing to the terms and conditions of services remotely.
34. Before conclusion of the contract of bank loan, in addition to information and documents stipulated by sub-paragraph 1, paragraph 28 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 in favor of the Bank;
  - 6) cases of possible unilateral changing of conditions of the contract of bank loan, concluded with the client - legal entity, stipulated by the Law of the Republic of

Kazakhstan "On banks and banking activities in the Republic of Kazakhstan";

- 7) liability and risks of the client in case of non-performance of obligations under the contract of bank loan;
  - 8) liability of the pledger, guarantor, surety and other person, who is the party to the contract on security of the loan (credit).
35. Prior to signing the bank loan agreement in the cases stipulated by the normative legal act of the authorized state body, the Bank provides the individual for review and choosing the method of repayment of the loan with draft loan (repayment schedules, calculated according to the methodology of calculation of periodic payments under loans provided by the banks, organizations carrying out particular types of banking operations, to individuals and time bases for calculation of interest rates for such loans, established by the normative legal act of the authorized state body with the periodicity, specified in the bank loan contract, the following methods of repayment:
- 1) by method of differentiated payments under which repayment of the debt under the bank loan is carried out by decreasing payments, including equal amounts of payments under principal debt and interest accrued for the period for the balance of the principal debt;
  - 2) by method of annuity payments, under which repayment of the debt under the bank loan is carried out by equal payments during the whole period of the Bank loan, including increasing payments on principal debt and decreasing payments for interest calculated for the period on the balance of the principal debt. Sizes of the first and last payments may differ from other payments.
- The Bank has the right to offer the borrower additional loan repayment methods calculated in accordance with the Bank's internal documents.
- The procedure stipulated by this paragraph does not apply to an agreement with a loan term not exceeding 1 (one) month under the terms and conditions of which an overdraft loan is granted, as well as to an agreement on granting (opening) a credit line.
36. Prior to the conclusion of the bank loan contract with an individual not associated with business activities, the Bank provides the individual for choosing the conditions of crediting under which:
- 1) charging of commission fees and other payments related to the issuance and servicing of a bank loan taken into account when calculating the annual effective interest rate on the loan is not stipulated in accordance with the procedure established by normative legal acts of the authorized body;
  - 2) conditions of crediting stipulating the right of the Bank to charge, in addition to interest rate, commission fees and other payments associated with the issuance and servicing of the loan and stipulated by the bank loan contract.
37. 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 customers - not more than 95 (ninety-five) working days from the date of the submission by the customer of application and the full set of documents and to the date of taking a decision by the Bank's authorized body on providing a loan

(credit), except for complex structured and/or syndicated transactions, including those with the participation of VTB Group banks with a term not exceeding 365 days;

- b) small business - not more than 90 (ninety) working days from the date of providing by the client of application and full set of documents and till the date of making decision on providing a loan (credit) by the authorized body of the Bank;
- c) individuals – not more than 45 (forty five) working days from the date of providing by the client of application and full set of documents and till the date of making decision on providing a loan (credit) by the authorized body of the Bank.

The Bank shall inform the client on the issue or refusal to issue a bank loan (credit) within 3 (three) working days from the date of decision on a bank loan (credit), with an indication of reasons for refusal, by means provided for by the internal documents of the Bank.

2) deposits of:

- a) legal entities- notmorethan30 (thirty) working days from the date of providing by the client of application and full set of documents;
- b) individual entrepreneurs - not more than 15 (fifteen) working days from the date of providing by the client of application and full set of documents;
- c) individuals– notmorethan15 (fifteen) working days from the date of providing by the client of application and full set of documents;

3) documentary operations and trade financing:

- a) Issuance of bank guarantees, documentary letters of credit – no more than 180 (one hundred eighty) working days from the date of the submission by the customer of an application for issuance of a guarantee, opening a letter of credit and a full set of documents to the date of taking a decision by the Bank to issue a guarantee, open a letter of credit; for covered bank guarantees, documentary letters of credits – no more than 10 (ten) working days from the date of the submission by the customer of an application and a full set of documents for issuance of a guarantee to the date of taking a decision by the Bank to issue a guarantee, open a letter of credit;
- б) organization of financing – no more than 365 (three hundred and sixty-five) working days from the date of submission by the customer of an application and a full set of documents to the date of taking a decision by the authorized body of the Bank to raise funds;

4) opening of current account (of the individual and/or legal entity)/ correspondent account of the client is executed on the basis of application and set of documents on the day of conclusion of the contract of current bank account/correspondent account between the client and the Bank provided that the results of adequate verification are positive (except for a client who is referred to the persons who have special relations with the Bank and who are provided with services only after receiving a decision of the Board of Directors of the Bank);

5) payments and transfers – consecutive execution of the instruction (in the form of a payment order/payment request) or a refusal to execute it, which must be made on the day of initiation by the sender, except for cases provided by the Law on payments 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) contract according to the positive results of adequate verification of the client;
  - 7) a bank certificate of deposit is issued after the client submits the required documents and on the date of conclusion of a bank deposit certificate purchase and sale agreement and payment of the certificate value in the manner prescribed by a bank deposit certificate purchase and sale agreement, according to positive results of the client's due diligence.
- 38. Deadline for making decisions on providing electronic banking services depending on type of banking product is not more than fifteen (15) calendar days.
  - 39. Term of considering application/making decision on providing services on issuing payment cards is not more than 7 (seven) working days from the date of receipt from the client of full set of documents stipulated by internal documents of the Bank and execution by the client of conditions required for the provision by the Bank of relevant service.
  - 40. In this case the specific deadlines for consideration of the client's application on providing and delivering banking services under each type of banking services/product (if an application should be submitted) are defined in the relevant internal documents of the Bank.

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

- 41. The Bank conducts opening and maintenance of the following bank accounts:
  - 1) correspondent accounts of banks and organizations conducting certain types of banking operations;
  - 2) current accounts of legal entities and individuals, including in escrow mode;
  - 3) savings accounts of legal entities and individuals, including in escrow mode.
- 42. When opening bank account, the Bank requires from the client submission of the set of documents, stipulated by the current legislation of the Republic of Kazakhstan, and internal documents of the Bank.
- 43. 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.
- 44. Number of bank accounts opened by clients in the Bank is not limited. The Bank shall not open bank accounts in favor of third parties, excluding the cases when opening accounts on behalf of third parties is carried out by the representative of the client or the case of opening the escrow accounts.

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

Republic of Kazakhstan.

45. Refusal to open a bank account shall be carried out in cases and on grounds stipulated by the Tax Code of the Republic of Kazakhstan, the Law on payments, the Law of the Republic of Kazakhstan No.191-IV dated August 28, 2009 "On anti- money laundering and combatting the financing of terrorism", resolution of the Management Board of the National Bank of the Republic of Kazakhstan No. 140 dated June 29, 2018 "On approval of the Requirements for client due diligence in case of remote establishment of business relations by financial monitoring entities", as well as in cases the client fails to submit the documents stipulated by the Rules for opening, maintenance and closing of clients' bank accounts approved by the Resolution of the Management Board of the National Bank of the Republic of Kazakhstan No. 207 dated August 31, 2016 or in case of failure to make a transaction between client and the Bank. Refusal to open a bank account shall also be carried out if the client fails to submit a filled out FATCA questionnaire, or in case of incomplete/improper filling out of FATCA questionnaire, CRS, as well as upon the client's failure give his/her consent for collection, processing and transfer of personal data, confidential information in accordance with the requirements of the internal documents of the Bank and FATCA Regulations taking into account the requirements of the legislation of the Republic of Kazakhstan.
46. Closure of a client's bank account is carried out upon a client's application or independently by the Bank in cases of termination or refusal from execution of a bank account agreement, bank deposit agreement, correspondent account opening agreement in the manner prescribed by the legislation of the Republic of Kazakhstan.
47. Payment documents and orders to revoke payment documents or suspend execution of such may be submitted with the Bank in soft or hard copy.
48. At the request of a corporate client (legal entity, individual entrepreneur or a person engaged in private practice), outgoing money transfers made on the basis of payment documents may be sent by the Bank with the "Urgent" status if the Bank has technical capability. Outgoing transfers of a client with the "Urgent" status shall be made by the Bank within 1 (one) hour from the time of submission of the payment document to the Bank, with the charge of an additional commission fee according to the Bank's tariffs.
49. The following payment documents and instructions on withdrawal of payment documents or suspension of their execution shall be submitted to the Bank during the established operational day on the hard carrier in the following quantity, unless otherwise provided by the legislation of the Republic of Kazakhstan:
  - 1) payment order-two (2) copies;
  - 2) payment request -not less than two (2) copies;
  - 3) collection order-no less than three (3) copies;
  - 4) order about withdrawal of payment documents or about revocation of their execution - one (1) copy;
  - 5) cheque – one (1) copy.
50. The bank commission fee for maintenance of the bank accounts shall not be charged in case of absence of movement on the clients' accounts (legal entities, individual entrepreneurs and persons engaged in private practice) during the current month, on

accounts of individuals within 6 (six) months and subject to presence of one of the following circumstances:

- 1) If operations on bank accounts of client in the Bank are suspended in accordance with the legislation of the Republic of Kazakhstan;
- 2) In case of availability of card-file of documents on the bank accounts which have not been paid in due time;
- 3) If there is no money in the bank account.

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

51. The client shall be entitled to provide the right of opening (except for the services provided remotely) /closing a bank account, operating the bank account and money on the bank account, obtain extracts (certificates) on the bank account to his/her representative on the basis of a power of attorney and other documents in accordance with the requirements of the legislation of the Republic of Kazakhstan and/or internal documents of the Bank.
52. Client's power of attorney compiled and issued within the territory of a foreign country, shall be duly apostilled, except in cases when an international treaty of the Republic of Kazakhstan cancels the requirement on apostilling of the power of attorney.
53. Client's power of attorney issued in a foreign language shall be provided to the Bank with a translation into the Russian language certified by a notary in accordance with the requirements of the legislation of the Republic of Kazakhstan.
54. 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.
55. Provision of a power of attorney shall not be required to an individual (parent, adopter, tutor, guardian, foster parent) who is authorized to open/close bank accounts and/or operate bank accounts of the client in accordance with the legislation of the Republic of Kazakhstan. Besides, operations on the bank account are carried out on the basis of documents submitted in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank.
56. In case of opening/closing a bank account and/or carrying out operations on the bank account by the representative of the client, the representative of the client or the client shall during his/her first visit to the Bank sign a corresponding form providing consent for collection, processing and transfer of personal data and confidential information. The Bank shall by all means carry out the procedures on verification of the representative of the client authorized to open/close bank accounts and/or operate bank accounts, as well as the client for whom operations are carried out on his/her bank account in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Bank.
57. Implementing powers of the client's representative by power of attorney shall be carried out only after checking the legitimacy of such power of attorney by the Bank. Verification shall be carried out during five (5) calendar days following the date of submission of a power of attorney to the Bank. The Bank has the right to require the presentation of

additional documents by the representative of the client in order to identify him/ her.

58. The client when replacing his/ her representative by power of attorney or early termination of powers of the authorized person of the legal entity client (termination of the contract and /or other relationship with it) shall immediately notify the Bank in writing with the provision of the original documents confirming such replacement. Otherwise, the Bank shall not be liable for the actions of the client's representative.
59. The client of the Bank must comply and ensure compliance by his/ her representative by power of attorney, the authorized person of the legal entity client, with the rules for payments / transfers and processing of payment documents, conducting foreign currency and other transactions established by the current legislation of the Republic of Kazakhstan and the provisions of the contract concluded with the Bank /to which he/ she acceded.

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

60. 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).
61. The Bank establishes the following limiting conditions for bank deposits:
  - 1) Minimum amount of deposit accepted in national currency/in foreign currency, if the Bank has no restrictions imposed by the legislation of Kazakhstan/foreign countries, international sanctions/order/directive of the Chairperson/decisions of the Management Board etc.:
    - a) to the current account – without limitation, unless otherwise stipulated by the legislation and/or the bank account agreement;
    - b) to the savings account under the bank deposit agreement – not less than 1 (one) KZT or in foreign currency equivalent at the exchange rate of the National Bank of the Republic of Kazakhstan;
    - c) to the correspondent account – without limitation, unless otherwise stipulated by the legislation and/or the correspondent account opening agreement.
  - 2) maximum amount of deposit placed in national currency/in foreign currency, if the Bank has no restrictions imposed by the legislation of Kazakhstan/foreign countries, international sanctions/order/directive of the Chairperson/decisions of the Management Board etc.;
    - a) to the current account – without limitation, unless otherwise stipulated by the legislation and/or bank account agreement;
    - b) to the savings account – without limitation, unless otherwise provided for by the legislation, internal documents of the Bank and/or bank deposit agreement. Upon that, the decision to open a deposit in the amount of more than 10 (ten) percent of the Bank's equity capital, as well as to make an additional contribution, as a result of which the amount of the deposit will make (exceeds) the said amount, is accepted by the Board of Directors of the Bank;
    - c) to the correspondent account – without limitation, unless otherwise stipulated by the legislation and/or the correspondent account opening agreement.
  - 3) minimum term of placing of money to deposit:

- a) to the current account – without limitation, unless otherwise provided for by the legislation and the bank account agreement;
  - b) to the savings account – for at least 1 (one) day;
  - c) in a correspondent account – without limitation, unless otherwise provided by the legislation and/or the correspondent account agreement.
- 4) maximum term of placing of money to deposit:
- a) to the current account – unlimited, unless otherwise stipulated by the legislation and/or the bank account agreement;
  - b) to the savings account – unlimited for demand and conditional deposits, for fixed-term deposits – not more than 20 (twenty) years;
  - c) to the correspondent account – without limitation, unless otherwise stipulated by the legislation and/or the correspondent account opening agreement.
62. Deposits of legal entities and individual entrepreneurs, peasant farms, as well as persons engaged in private practice shall be accepted in national currency in cash (if there is a cash desk in a branch of the Bank) in accordance with the requirements of the current legislation of the Republic of Kazakhstan on cash payments, from legal entities in non-cash form, in foreign currency – in non-cash form according to the requirements of the current legislation of the Republic of Kazakhstan.
63. Deposits of individuals are accepted both in cash (at branches of the Bank where there are cash points, the list of which is placed on the corporate website of the Bank) and in non-cash form in compliance with requirements of the current legislation of the Republic of Kazakhstan.
64. 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.
65. Operations on bank accounts are conducted by the Bank on the basis of:
- 1) Payment and cash documents containing the client's (depositor's) orders;
  - 2) payment documents containing instructions of the client's representative, acting on behalf of the client (depositor) in accordance with the legislation of the Republic of Kazakhstan;
  - 3) requirements of third parties, which do not require the client's (depositor's) accept in accordance with legislation of the Republic of Kazakhstan;
  - 4) Bank's payment documents, which do not contradict the terms of the contract of bank deposit and the requirements of the legislation of the Republic of Kazakhstan.
66. The fixed-term deposit may be demanded by the depositor during the period of validity of bank deposit agreement before the expiration of specified period, in which case the interest on deposit is paid at the rate set for demand deposits, unless otherwise stipulated by bank deposit agreement. The Bank shall be obliged to give a fixed-term deposit or a portion thereof (if partial withdrawal is stipulated by the terms and conditions of bank deposit agreement) within 7 (seven) calendar days upon receipt of the depositor's demand.



67. An escrow deposit may be requested by the depositor before occurrence of relevant conditions/circumstances, defined by bank deposit agreement, in this case the deposit remuneration is paid in the amount established for the demand deposit, unless otherwise provided by the bank deposit agreement, subject to the meeting with the requirements established by the legislation of the Republic of Kazakhstan and/or the Bank by the depositor. The Bank shall be obliged to issue an escrow deposit or a part thereof not later than 7 (seven) calendar days from the date of receipt of the depositor's demand, except for the escrow deposit that is pledged, as well as deposits the return of which is limited by the requirements of the Law of the Republic of Kazakhstan "On Housing Relations".
68. A savings deposit may be requested by the depositor before the expiration of the established period, the remuneration on the deposit is paid in the amount established for a demand deposit. The bank shall be obliged to issue a savings deposit not earlier than 30 (thirty calendar) days from the date of receipt of the depositor's demand.

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

69. The Bank shall set limits for interest rates on deposits:
- 1) bank deposits placed in a savings account in the amount from 0% to 35% per annum;
  - 2) no interest is payable for the money deposited in the current account;
  - 3) no interest is payable for the money placed on the correspondent account, unless otherwise stipulated by the correspondent account opening agreement.
70. Upon that, it is possible to apply both fixed and floating interest rates (for fixed-term deposits and savings deposits) depending on the type and conditions of a certain bank deposit within the set interest rates on bank deposits and in the amount not exceeding maximum interest rates on bank deposits of individuals set by the "Kazakhstan Fund of Deposit Guarantee" JSC.
71. Interest rates on deposits are established differentially depending on the term of deposit placement on a savings account, the type of deposit, currency and deposit amount in compliance with the requirements of the regulatory legal acts of the Republic of Kazakhstan.
72. 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.
73. The bank shall pay interest to the depositor for the amount of deposit in the amount determined by the bank deposit/account contract, concluded between the Bank and the client. Payment of interest accrued on deposit of legal entity except for the cases

stipulated by the legislation of the Republic of Kazakhstan shall be made with withdrawal of income tax at the source of payment.

74. The Bank shall not be entitled to change unilaterally the amount of interest on deposits placed on the savings account, except for the cases of increasing the amount of interest or extending the deposit period, stipulated by a bank deposit agreement, subject to peculiarities established by the Civil Code of the Republic of Kazakhstan.
75. In the event of changing the interest rate for deposit downwards upon renewal (prolongation) of the term of the bank deposit in accordance with the terms of the bank deposit contract without conclusion of a supplementary agreement, the Bank shall inform the depositor about reduction of interest before the expiry of the deposit placement term in the manner and within the time limits stipulated in the bank deposit contract.
76. The Bank is entitled to increase the amount of remuneration for the deposit upon the notice of the depositor, in the manner and within the time limits stipulated in the bank deposit contract.
77. If the Bank makes a decision on termination of validity of the deposit type, the deposit amount may remain on the same account without the Bank performing the accrual and payment of remuneration from the date following the expiry date of the corresponding deposit term, unless other terms and conditions are stipulated by the bank deposit agreement.

## **Chapter 7. General conditions of issue bank deposit certificates**

78. Bank deposit certificates are issued in uncertificated form in accordance with the requirements of Resolution No. 264 of the Management Board of the National Bank of the Republic of Kazakhstan "On Approval of the Rules for Issuance and Circulation of Deposit Certificates" dated 22 December 2017 and the Bank's internal documents.
79. The face value of a bank deposit certificate is denominated in the national currency of the Republic of Kazakhstan, KZT.
80. The Bank sets interest rate limits on bank deposit certificates ranging from 0% to 35% per annum.
81. The Bank sets the following limits on bank deposit certificates:
  - 1) The minimum amount of the nominal value of a bank deposit certificate – not less than 1 (one) KZT;
  - 2) the maximum amount of the nominal value of a bank deposit certificate – not more than 10 (ten) sizes of the Bank's equity capital. The decision to issue a bank deposit certificate in the amount exceeding 10 (ten) percent of the Bank's equity capital;
  - 3) the minimum circulation period of a bank deposit certificate – not less than 1 (one) month;
  - 4) the maximum circulation period of a bank deposit certificate – not more than 36 (thirty-six) months.
82. The holder shall get a title to a bank deposit certificate from the moment of payment of the certificate value in accordance with a bank deposit certificate sale and purchase

agreement. Upon that, the Bank does not limit the number of bank deposit certificates issued per customer.

83. The procedure for issue and accounting of bank deposit certificates, terms of payment of interest and nominal value of bank deposit certificates, as well as other conditions related to the issue and circulation of bank deposit certificates shall be determined by internal documents of the Bank. At the request of a holder of a bank deposit certificate, the Bank shall provide copies of such internal documents of the Bank for review.
84. In this case the payment of interest and the nominal value of a bank deposit certificate upon its redemption shall be made by the Bank within 5 (five) business days from the expiration date of a bank deposit certificate. If a bank certificate holder applies to the Bank requesting to pay the nominal value of a bank deposit certificate before its circulation period expires, the Bank shall pay the nominal value and interest in the amount specified in the agreement after 30 (thirty) calendar days but not later than 90 (ninety) calendar days from the date of application.

### **Chapter 8. General terms of providing bank loans (credits)**

85. 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.
86. 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 RUR - 1 (one) RUR;
  - 2) maximum amount in national currency or Russian Ruble equivalent at the exchange rate of the National Bank of the Republic of Kazakhstan – 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.
87. Credit limit per borrower shall be established by the Bank in accordance with the requirements of the normative legal act of the authorized state body.
88. When considering a bank loan disbursement, the Bank takes into account the credit scoring of the individual client, calculated on the basis of its own methodology, or the credit scoring provided by the credit bureau.
89. When considering the client's request for the credit (loan) issuance, the Bank requires the client to submit a set of documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank. The Bank is entitled to refuse the client to accept application for the credit (loan) issuance in case of the client's failure to provide a set of documents, or submission of incorrect/invalid documents.

The authorized body of the Bank on the basis of the opinions (expert examinations) of

the structural subdivisions of the Bank and / or the results of a comprehensive assessment of a number of factors, circumstances and conditions affecting the decision-making on the possibility to issue a bank loan (credit), as well as the assessment of the creditworthiness and solvency of the client, subject to paragraphs 87-88 of these Regulations shall make a decision to grant a loan or shall refuse to grant a loan.

90. In case if the terms of providing a loan (credit) contain requirements for the conclusion of contracts of insurance and/or to conduct assessment in order to determine the market value of the property held as security, the borrower/pledger has the right to choose insurance company and/or appraiser. The contract of bank loan does not oblige the borrower to insure his/her life and health.
91. During the period of servicing the bank loan, the Bank upon request of the borrower or the pledger (in compliance with requirements to disclosure of the bank secrecy, provided by the Law of the Republic of Kazakhstan "On banks and banking activities") within three (3) working days from the date of receiving the request, in the written form provides him/her with the following information on the:
  - 1) amount of money paid to the Bank;
  - 2) amount of past due debt (in case of presence);
  - 3) balance of debt;
  - 4) sizes and terms of regular payments;
  - 5) credit limit (in case of presence).
92. Where provided by the contract of bank loan, the Bank periodically provides the client with information specified in paragraph 91 of the present Regulations, by method provided by the contract of bank loan.
93. The information specified in paragraphs 91 and 92 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.
94. The Bank shall not be entitled to change the terms and conditions of the bank loan contract unilaterally except for the cases of their improvement for the borrower.

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

- 1) Change towards decrease or full cancellation of commissions and other fees for provision of services related to servicing the bank loan;
- 2) Change towards decrease or full cancellation of forfeit (fine, penalty);
- 3) Change towards decrease of the interest rate under the bank loan contract;
- 4) Deferral and (or) payments by installment under the bank loan contract.
- 5) downward change in the monetary obligation under a mortgage loan issued in a foreign currency when replacing the foreign currency of the loan with the national currency of the Republic of Kazakhstan.

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

95. In the case of applying by the bank the improving terms and conditions, the borrower shall be notified about changes in the terms and conditions of the bank loan contract in

the manner specified in the bank loan contract, except for the case specified in subparagraph 5) of Clause 94 of these Regulations. The borrower shall be entitled within 14 (fourteen) calendar days from the date of receipt of the notice to waive the improving terms and conditions provided by the Bank by sending appropriate written notice to the Bank. At that the terms and conditions of the bank loan contract will be recognized by the parties to be changed, in case of non-receipt by the Bank of written notice from the borrower on waiver of changing the contract terms and conditions toward their improvement upon expiration of the deadline set by the bank loan contract.

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

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

The interest rate on provided bank loan (credit) is accrued at the rate of actual days in the year for actual number of days of using the amount of loan (credit) by the borrower. The day of issuance and repayment of the loan (credit) is accepted as 1 (one) day.

98. The Bank in the contracts of bank loan, including mortgage loans, concluded with individuals, establishes fixed or floating interest rate and specifies the method of repayment of loan (credit) at the borrower's choice from those offered by the Bank as of the date of conclusion of the contract of bank loan.
99. Under a bank loan agreement with a floating interest rate, a loan repayment schedule shall be drawn up as of the date of its issue, and thereafter the amounts of regular payments shall be adjusted and communicated to the borrower (co-borrower) in the manner prescribed by the bank loan agreement
100. The fixed interest rate cannot be changed by the Bank unilaterally, except for the cases of its changing towards decrease or temporary change towards decrease by the Bank carried out in the manner established by article 34 of the Law on banks and banking activity.

The temporary change of the interest rate towards decrease shall mean reduction of interest rate by the Bank for a certain period of time, after which the interest rate is set in the amount not exceeding the size of the interest rate, which was in effect prior to the temporary change.

101. Upon agreement of the parties the fixed interest rate could be changed to floating interest rate during the validity period of the contract.
102. Upon agreement of the parties the fixed interest rate could be changed towards increasing at the end of its validity period, determined by the contract, but not earlier than 3 (three) years from the date of conclusion of the contract of bank loan. Each subsequent change

of fixed interest rate towards increasing is possible upon mutual agreement of the parties after expiration of validity period of fixed rate, but not earlier than 3 (three) years from the date of previous change of fixed interest rate.

103. The Bank does not unilaterally change interest rates established on the date of conclusion of the contract of bank loan with entities, towards increasing, except as provided below:
- 1) violation of the borrower's obligations to provide accurate information related to obtaining and servicing the loan (credit), in cases provided by the contract of bank loan;
  - 2) when the Bank has the right to demand early execution of obligations in cases provided by the Civil Code of the Republic of Kazakhstan, as well as in the following cases provided by the contract of bank loan:
    - a) changing the structure of members (shareholders) of the borrower, together owning 10 (ten) or more percent of shares of joint stock company (business partnership), without prior written consent of the Bank;
    - b) violation by the borrower and/or pledger of the right of the Bank, which is the pledgee, to verify by documents and in fact the presence, size, condition and storage conditions of the pledged property, as well as presentation by third parties of claims to the property of the borrower (pledger), including property pledged to the Bank.

## **Chapter 9. Procedure of working with insolvent clients**

104. If there is a delay in the performance of the obligation under the bank loan contract, but not later than in 20 (twenty) days after the date of its occurrence, the Bank notifies the borrower in the manner and within the terms provided for in the bank loan contract on:
- 1) occurrence of delay in performance of obligations under the bank loan agreement and necessity to make payments under the bank loan agreement specifying the amount of overdue debt as of the date specified in the notice and on consequences of non-performance by the borrower of its obligations under the bank loan agreement;
  - 2) the right of an individual borrower under a bank loan agreement to apply to the Bank.
105. The Bank is entitled to attract a collection agency to notify the borrower on the delay of his/her obligation performance.
106. Within 30 (thirty) calendar days from the date of the delay of the obligation performance under a bank loan agreement, the individual borrower is entitled to visit the Bank and/or submit in writing or in the manner prescribed by the bank loan agreement an application containing information on the reasons for such delay in the performance of the obligation under the bank loan contract, income and other confirmed circumstances (facts), which stipulate his/her application to amend the terms of the bank loan contract, including:
- 1) a downward change in the interest rate under the bank loan agreement;
  - 2) change of the currency of the principal debt balance under the bank loan issued in foreign currency to the national currency;
  - 3) deferral of payment of principal and/or interest;
  - 4) change of the debt repayment method or priority of debt repayment, inter alia with repayment of the principal debt in the priority order;

- 5) change in the term of the bank loan;
- 6) forgiveness of overdue principal debt and (or) interest, cancellation of forfeit (fine, penalty), commissions and other payments related to servicing of the bank loan;
- 7) independent sale by the mortgagor of the immovable property which is the subject of mortgage in the manner stipulated by article 20-1 of the Law of the Republic of Kazakhstan dated December 23, 1995 No. 2723 "On mortgage of real estate";
- 8) provision of a compensation instead of the fulfillment of an obligation under the bank loan agreement by transferring pledged property to the Bank;
- 9) sale of immovable property which is the subject of a mortgage with a transfer of an obligation under a bank loan agreement to the buyer.

107. The Bank shall, within 15 (fifteen) calendar days after receipt of the application of an individual borrower, consider proposed amendments to the terms and conditions of a bank loan agreement and notify an individual borrower in writing or in the manner prescribed by a bank loan agreement on (about) such amendments:

- 1) agreeing to the proposed amendments to the terms and conditions of the bank loan agreement;
- 2) its proposals to amend the terms and conditions of the bank loan agreement;
- 3) refusal to change the terms and conditions of the bank loan agreement specifying a reasoned justification of such refusal. Upon that, the Bank makes a decision to change the terms and conditions of the bank loan agreement (loan restructuring) for the borrowers having financial difficulties taking into account the prospects of repayment of the loan after restructuring.

108. Within 15 (fifteen) calendar days from the date of receipt of the Bank's decision stipulated by subparagraph 3) of paragraph 107 of these Regulations or in case of failure to reach a mutually acceptable decision on change of the terms and conditions of a bank loan agreement, an individual borrower may apply to the authorized state body with simultaneous notification of the Bank.

109. If the claim stipulated by subparagraph 1) of paragraph 106 of the Rules is not satisfied, as well as in the case of the borrower's failure to exercise the rights stipulated in subparagraph 2) of paragraph 104 of the Regulations, arising from the Bank's notice, or lack of agreement between the borrower and the Bank to change the terms and conditions of the bank loan agreement, the Bank shall be entitled:

- 1) apply measures to the borrower in accordance with the Bank's internal regulations;
- 2) transfer the debt for pre-trial collection and settlement to a collection agency, if such right of the Bank is stipulated in the bank loan agreement when the borrower becomes delinquent.
- 3) to assign the right (claim) under the bank loan agreement to the persons determined in the Law "On Banks and Banking Activity", if the borrower is in default under the bank loan agreement for over 90 (ninety) consecutive calendar days, and under the mortgage loan issued to an individual - for over 180 (one hundred and eighty) consecutive calendar days;
- 4) to apply measures stipulated by the legislation of the Republic of Kazakhstan and the bank loan agreement, including filing a claim to the court for recovery of the debt under the bank loan agreement, as well as to foreclose on the pledged property

extrajudicially, except for cases stipulated by the Law of the Republic of Kazakhstan "On mortgage of immovable property", or in a judicial procedure;

- 5) to file a claim with a court to declare a borrower-individual entrepreneur, a legal entity bankrupt in accordance with the legislation of the Republic of Kazakhstan.
110. In the event of failure to meet the requirement stipulated by subparagraph 1) of paragraph 104 of the Regulations arising from the Bank's notice of the existence of debt, the Bank shall be entitled to incontestably enforce collection against the money, inter alia by presentation of payment demand, available on any bank accounts of the borrower (subject to restrictions stipulated by paragraph 2, Article 36 of the Law "On Banks and Banking Activity").
111. The Bank shall be entitled to demand early repayment of the loan amount and interest thereunder if the borrower violates the term set for repayment of the next part of the loan and (or) interest payment for more than 40 (forty) calendar days.
112. The Bank shall be entitled to demand early performance of an obligation secured by a pledge in cases:
  - 1) if the subject of pledge has left the possession of the mortgagor, from whom it was left, not in accordance with the terms and conditions of the pledge agreement;
  - 2) of breach by the pledger of the rules stipulated by the terms and conditions of the pledge agreement and the legislation of the Republic of Kazakhstan on the replacement and recovery of the subject of pledge;
  - 3) loss of the subject of pledge due to circumstances for which the pledgee is not responsible, if the pledger has not exercised the right to restore the subject of pledge or replace it with other equivalent property within a reasonable time;
  - 4) foreclosure of the subject of pledge in order to fulfill the pledger's obligations under enforcement documents to third parties who have no advantage over the pledgee's claim in the absence of other property of the pledger.
113. The Bank shall have the right to demand early performance of an obligation secured by collateral, and if its demand is not satisfied, to foreclose on the subject of collateral in the event of:
  - 1) breach of the rules on subsequent pledge by the pledger;
  - 2) failure of a pledger to fulfill its obligations on maintenance and safekeeping of pledged property as stipulated by the legislation of the Republic of Kazakhstan;
  - 3) violation by the pledger of the requirements of the legislation of the Republic of Kazakhstan concerning disposal of the pledged property;
  - 4) breach by the pledger of the obligation secured by the pledge.
114. The bank is entitled to make calls, send and deliver notices related to servicing a bank loan to the client, as well as to the pledger, guarantor, surety from 8 a.m. to 9 p.m. local time.
115. Forfeit (fine, penalty) is the security of credit repayment in addition to other methods provided by law of the Republic of Kazakhstan, and in case of delay in the obligation performance is subject to payment by the borrower.
116. The order of repayment of the borrower's debt under a bank loan contract concluded with



an individual is set in a bank loan contract in accordance with the requirements of the legislation of the Republic of Kazakhstan.

## **Chapter 10. General conditions of conducting other banking operations**

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

### **§ 1. Cash operations**

118. Cash servicing (receipt and withdrawal of the clients' cash, changing, exchange, recounting, sorting, packing and storage) shall be conducted in the operational cash desk of the Bank (subject to availability of a cash desk in the Bank branch) or through payment terminals of the Bank's partners (if there is no cash desk in the Bank's branch) in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank. In this case the commission fee for banking services shall be applied according to current tariffs of the Bank in case of servicing at the Bank's cash desk, and in case of servicing at a partner of the Bank – according to tariffs of a partner of the Bank.
119. Acceptance/disbursement of cash at the operational cash desk of the Bank shall be carried out on the grounds of incoming/outgoing cash documents; the procedure of execution and forms of cash documents shall be determined by internal documents of the Bank taking into account relevant requirements of the legislation of the Republic of Kazakhstan.
120. 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**

121. The Bank shall exchange one cash currency into another cash currency through the Bank's exchange offices (in the branches of the Bank where there are cash offices, the list of which is available on the corporate web-site of the Bank) and conversion by conducting the operation of exchange of one non-cash currency into another non-cash currency on the client's bank account, upon that, exchange involving foreign currency shall be conducted by the decision of the authorized body of the Bank or in accordance with the internal documents of the Bank, the legislation of the RoK/foreign countries, international sanctions.
122. Exchange of cash and non-cash foreign currency is conducted at the rate established by the Bank as of the day of conducting operation and in accordance with the requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank, except for the Bank commissions in foreign currency not indicated ("under the Bank's rate") in Annex 2 to these Regulations, which are converted according to the official exchange rate of the National Bank of the Republic of Kazakhstan.
123. Exchange of cash and non-cash foreign currency is conducted by the Bank in the order and in presence of documents as specified by the legislation of the Republic of

Kazakhstan and internal documents of the Bank.

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

124. The Bank conducts interbank clearing, issuance and servicing of payment cards (payment cards of international payment system Visa International in KZT and foreign currencies, except for USD/EUR), including:

- 1) Debit payment cards providing payment operations within the limits of client's funds and/or within renewable credit limit established by the Bank;
- 2) credit payment cards providing the client's use of borrowed funds within established credit limit;
- 3) corporate payment cards held by employees of the client - legal entity.

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

125. The Bank can issue several types of cards for one client. Upon request of the client - an individual, the Bank can issue additional cards to the main card with or without establishment of limit of spending money.

### **§ 4. Payments and transfers**

126. Payments and money transfers can be executed by the legal entities and individuals, both with the use of bank accounts opened with the Bank and without opening bank account, taking into account limitations established by the current legislation of the Republic of Kazakhstan and internal documents of the Bank. The legal entities have the right to conduct only payments and transfers for the payment of taxes and other obligatory payments to the budget, as well as voluntary pension contributions and social contributions without opening bank account. A legal entity is allowed to pay for the Bank's services by making a cash payment in the amount not exceeding 1,000 (one thousand) monthly calculation indices within 1 (one) month

127. The Bank carries out mandatory currency control procedures 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 a bank account of the client in KZT, which are carried out between residents and non-residents of the Republic of Kazakhstan, are made in accordance with the requirements established by the currency legislation of the Republic of Kazakhstan. Upon that, payments and transfers in foreign currencies are made in currencies determined by the decision of the authorized body of the Bank or in accordance with the internal documents of the Bank, the legislation of the Republic of Kazakhstan/foreign countries, international sanctions/order/order of the Chairman/decisions of the Management Board, etc.

128. 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**

129. The Bank provides safe deposit boxes (subject to availability in the Bank branch) 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).
130. 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.
131. 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).
132. 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.
133. 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 individual bank safe deposit box (safe deposit box) leasing contract. Term of using safe deposit box begins on the date specified in the contract of leasing of individual bank safe deposit (box).
134. The Clients are forbidden to store in the Bank safe deposit box:
- 1) explosives and flammable substances and ammunition;
  - 2) fire, gas, traumatic and cold weapon;
  - 3) chemical, psychoactive and narcotic substances;
  - 4) radioactive, toxic and other poison substances which may have harmful impact on the human body and environment;
  - 5) representatives of fauna and flora;
  - 6) food products and other things subject to damage or causing spread of parasites, substances or property which may cause any damage to a safe deposit box, including its non-operability, and/or damage to the Bank/other clients, by their properties;
  - 7) and other things which are not subject to storage in a safe deposit box by their properties.
135. 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).
136. The Bank has the right to refuse the client in conclusion of the individual bank safe deposit box (safe deposit box) 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**

137. 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.
138. 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 11. Requirements to security accepted by the Bank**

139. 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.
140. 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 both as collateral and placed on the relevant bookkeeping account, as well as placed on a client's savings account, guarantee, surety and other means provided by the legislation of the Republic of Kazakhstan or the contract of bank loan.
141. Obligatory requirements to security (subject of pledge):
  - 1) location of the pledge subject within the territory of the Republic of Kazakhstan (in exceptional cases outside the Republic of Kazakhstan - upon decision of the authorized body of the Bank in case of presence of guarantee of possibility of its execution without any legal or other obstacles);
  - 2) it is necessary to have documents, confirming the right of possession/ownership for the provided pledge, which are necessary for determination of a market value, determination of a pledge value and registration of a pledge right to property (property rights), unless otherwise is provided by other internal documents of the Bank;
  - 3) the subject of pledge must possess liquidity, which is provided by sufficient stability of prices and prevailing market conditions for the pledge subjects accepted as security;
  - 4) property and property rights provided as pledge, should be free from encumbrances and third party claims. In certain cases, when decision of the authorized body of the

Bank is positive, security which is already pledged for obligations to third parties and provided as a security in the form of the second stage pledge, can be considered as collateral of second priority;

- 5) the pledger (borrower) insures his/her property that is the subject to pledge, in accordance with the legislation of the Republic of Kazakhstan, in some cases, the pledged property is insured by decision of the authorized body of the Bank, including cancellation of the pledged property;
  - 6) the absence of the pledger's past due debt on taxes and other obligatory payments to the budget relating to the subject of pledge (where confirmative information is available);
  - 7) ensuring safety of pledge security is conducted by the pledger, and in case of necessity, the Bank is responsible for protection of pledge security in accordance with the current legislation of the Republic of Kazakhstan and provisions of the contract of pledge (possessory pledge);
  - 8) presence of the consent of the guardianship and custody bodies for the pledge (in case the owner or co-owner of the pledged property is minor person or the persons declared incompetent by court/partially incompetent) in established form;
  - 9) presence of the consent of spouse of the pledger - an individual, to the transfer of property to pledge and its extrajudicial/judicial sale (in cases provided by legislative acts of the Republic of Kazakhstan) in established form;
  - 10) presence of the consent, confirming the consent of all adult co-owners, to the transfer of property to pledge and its extrajudicial/judicial realization, in established form;
  - 11) in case of presence of the state share in pledged property, the consent of authorized state bodies to the transfer of property to pledge and its extrajudicial sale;
  - 12) in case the pledger is a legal entity, decision on the pledge and extrajudicial/judicial implementation of the authorized body of the legal entity;
  - 13) other requirements established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
142. 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.
143. In cases provided by the pledge contract, as well as legislative acts of the Republic of Kazakhstan, the Bank has the right to sell the pledged property under compulsory extrajudicial order by means of conducting tenders (auction), on its own.
144. The Bank shall not accrue interest on the amount of money accepted as a security for loans (credits) / other transactions with credit risk.

## **Chapter 12. Tariffs for conducting banking operations**

145. Tariffs for banking services are set by the Bank independently, taking into account value-added tax (hereinafter referred to as the VAT) and other restrictions established by the current legislation of the Republic of Kazakhstan.
146. Limit tariff rates by type of banking transactions and services are provided for in the Appendices to these Regulations.
147. 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.
148. Basic tariffs apply to customers of the Bank:
- 1) in cases where these Regulations do not stipulate acceptable to the Bank minimum and maximum values of the tariffs for conducting banking operations/provided services - in accordance with the rates of the Tariff Limits, defined in accordance with subparagraph a) of paragraph 24 of paragraph 7 of these Regulations. For credit and documentary operations for standard/mass/upper sub segment clients (small and medium businesses) the rates specified in Annex 1 of these Regulations are applied;
  - 2) in cases where these Regulations stipulate the minimum and maximum values of tariffs for conducting banking operations/provided services acceptable to the Bank
    - a) for the retail business - in accordance with the rates approved by the decision of the Management Board of the Bank within the Limit values of tariffs, defined in accordance with subparagraph b), subparagraph 24) of paragraph 7 of these Regulations, without additional decision of the authorized body of the Bank;
    - b) for other business segments - in accordance with the rates approved by the decision of the authorized body of the Bank within the Tariff Limits determined in accordance with subparagraphs b) and c) of subparagraph 24) of paragraph 7 of these Regulations.
149. The decision on the possibility of applying a preferential tariff to the client and on the establishment of an individual tariff to be applied to the client shall be made by:
- 1) In cases where these Regulations do not stipulate a specific size of a preferential or individual tariff under subparagraph a) of subparagraph 24) of paragraph 7 of these Regulations - by the Board of Directors or the Management Board (for retail business)/authorized body or persons of the Bank within the acceptable to the Bank minimum and maximum rates for conducting banking operations/provided services defined under subparagraph b) of subparagraph 24) of paragraph 7 of these Regulations subject to the criteria for the application of preferential and individualized rates defined by internal documents of the Bank;
  - 2) in cases where these Regulations stipulate a specific size of a preferential or individualized rate - according to subparagraph a) of subparagraph 24) of paragraph

7 of these Regulations;

- 3) In cases where these Regulations do not stipulate a specific size of a preferential or individual rate, or the Tariff Limits according to subparagraph c) of subparagraph 24) of paragraph 7 of these Regulations - by the authorized body of the Bank, which makes a decision on the transaction. Upon that, the authorized body of the Bank shall have the right to consider the application or non-application of the tariff, regardless of the established sizes, according to the Rules.

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

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

151. In order to ensure the conditions for the functioning of the feedback system with customers, providing them with the opportunity to send appeals (except appeals specified in paragraph 153 of the Regulations) to the Bank at a convenient time and in a convenient form, the Bank has organized the following channels of reception:

#### **For written appeals:**

- 1) postal and courier service, telefax communication;
- 2) public e-mail address of the Bank;
- 3) a special form on the Bank's website;
- 4) social media, official sources, messengers;
- 5) SRB;

#### **For verbal enquiries:**

- 6) personal visit of the Applicant to the Head Office of the Bank/Branch/Additional Facility (operating rooms, feedback box, personal reception of the Applicants by Authorized persons of the Bank).
  - 7) telephone communication channels (Contact Center). Recording of telephone conversations with the Customer shall be performed with the Customer's consent upon notification thereof at the beginning of the conversation. The continuation of the telephone call by the client after notification about the recording of the telephone conversation means the client's consent to such recording, as well as consent that the recording of the telephone conversation may be used as evidence in legal proceedings of disputes and/or to resolve any disagreements between the Bank and the client.
152. If there is a possibility to do so, the Bank shall provide an immediate response to oral appeals of customers. If an oral appeal cannot be resolved immediately, it shall be stated by the customer in writing and shall be dealt with as a written appeal. The customer shall be informed about the necessary procedures for obtaining an answer and the terms of

consideration of such appeals.

153. For written inquiries related to loan servicing, the Bank has developed and approved standard application forms for relevant situations arising for the client (borrower/pledgee/guarantor). In this case, the client is recommended to fill in the application form offered by the Bank.
154. Authorized persons of the Bank in charge of appeals in the Head Office and branches of the Bank conduct personal reception of individuals and representatives of legal entities at least once (1) a month according to the schedule of reception, approved by the Chairman of the Board of the Bank, and in branches of the Bank – by the Managing Director of the branch / Branch Director / Branch Retail Business Director. 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 in charge of appeals 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. Registration of appeals received through all reception channels, preparation and provision of responses shall be carried out in accordance with the requirements of the Bank's internal documents. The Bank shall accept appeals if they contain mandatory details sufficient for unambiguous identification of the customer who sent the appeal: its authorship, signature (including electronic digital signature), postal/e-mail address. Information indicating authorship shall be:
  - 1) name of the organization, business identification number – for legal entities;
  - 2) last name, first name, patronymic (if any), individual identification number (if any), telephone number (if any) – for individuals.

A written application shall be signed by the client - an individual or his representative by power of attorney or by law, in case the client is a legal entity - by an authorized person acting on behalf of the legal entity on the basis of constituent documents or by power of attorney.
156. In cases of absence of the specified details in appeals, and impossibility to ascertain authorship, such appeals shall be deemed anonymous and may not be considered by the Bank, except for cases when they contain information on criminal offences being prepared or committed or on threat to state or public security, which are subject to immediate forwarding to state authorities in accordance with their competence.
157. Consideration of the appeal shall be terminated, if the repeated appeals of the client do not contain new arguments or newly discovered circumstances, and the materials of the previous appeal have exhaustive materials of inspections, and the client has been provided with answers in the prescribed manner. In the absence of the essence of the issue in the appeal (any recommendations, requirements, petitions, claims, requests) the appeal shall be taken into account. The decision to terminate consideration of the Customer's appeal shall be made by the Authorized Person of the Bank and communicated to the client.
158. The Bank provides objective, comprehensive and timely consideration of appeals from individuals and legal entities, takes measures to resolve the claim situation, informs



clients on the results of consideration of their appeals and measures taken, provides preparation of legitimate and justified and motivated answers in the state language or in the language of the appeal for each client request, demand, petition, recommendation or other matter with the reference to the relevant norms of the legislation of the Republic of Kazakhstan, the Bank's internal documents, agreements related to the issue under consideration, and exercises control and ensures consideration of appeals in the terms established by the legislation of the Republic of Kazakhstan. When considering the appeal, the Bank shall request additional documents and information from the customer in case of insufficiency of provided information.

159. 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**

160. Rights and obligations of the Bank and clients, their liability shall be determined by these Regulations and terms and conditions of agreements concluded between the Bank and its clients, developed in accordance with requirements of the legislation of the Republic of Kazakhstan, including regulatory legal acts of authorized state bodies of the Republic of Kazakhstan.
161. Agreements between the Bank and clients shall be concluded in accordance with standard/individual forms developed and approved by the authorized body of the Bank. Amendments and additions to the existing terms and conditions of the contracts concluded between the Bank and customers shall be made by agreement of the parties, unless otherwise stipulated by the terms and conditions of the contract and/or the requirements of the legislation of the Republic of Kazakhstan.
162. The Bank and its clients are obliged to comply with the terms and conditions of the agreements and to fulfill the obligations imposed on them by the terms and conditions of the agreements. In the case of nonperformance or improper performance of the obligations under the agreements, the Bank and its clients shall be liable in accordance with the laws of the Republic of Kazakhstan and/or the terms and conditions of the respective agreements.
163. The clients of the Bank's undertake not to allow situations in which there are contradictions between personal interests of the Bank's employees and proper performance of their job duties or property and other interests of the Bank and/or its employees, which may result in adverse consequences for the Bank and/or its customers, as well as to engage the Bank's employees for provision of the paid consulting and other services related to its activities on supporting, maintaining accounts opened with the Bank, issuing and supporting loans.
164. The clients of the Bank inform the Bank of all changes related to their identity within 15 (fifteen) business days from the date of occurrence of such changes. Changes related to the borrower's identity include changing his/her place of residence, changing his/her last name, first name, patronymic (if it is indicated in the identity document), replacing identity documents, and changing the contact information used to communicate with the

Bank, and the method of communication.

165. 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 accounts, the Bank has the right to require, and clients are 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 clients provide any documents/information which the Bank considers to be necessary for provision of banking services to the clients, 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 clients.
166. The Bank has the right to refuse to effect or suspend any operation on the clients' 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).
167. The Bank has the right to use the services of third parties when executing the clients' orders, as well as when executing the terms of the contracts on conducting transactions and provision of services which are concluded with the clients. At that the Bank is responsible for illegal actions (omission) of the persons who provide 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 which is presented to customers of the Bank for familiarization.
168. 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.
169. 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/or agreement (contract) between the Bank and the client.

170. 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. Final provisions**

171. 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.
172. These Rules come into force after 10 (ten) calendar days from the date of their publication on the Bank's corporate website ([www.vtb-bank.kz](http://www.vtb-bank.kz)).
173. The Regulations on general conditions of conducting banking and other operations at the Subsidiary VTB Bank JSC (Kazakhstan), approved by the Board of Directors of the Bank on October 07, 2020 No.41/2020, with amendments and additions No.1, approved by the Minutes of the Bank's Board of Directors dated January 18, 2021 No. 02/2021, with amendments and additions No. 2, approved by the Minutes of the Bank's Board of Directors dated March 09, 2021 No.08/2021, with amendments and additions No. 3, approved by the Minutes of the Bank's Board of Directors dated June 24, 2021 No. 23/2021, with amendments and additions No. 4 approved by the Minutes of the Bank's Board of Directors dated December 24, 2021 No.49/2021, with amendments No.5 approved by the Minutes of the Bank's Board of Directors dated July 28, 2022 No. 34/2022, with amendments and additions No.6 dated September 16, 2022 No.40/2022 shall be terminated from the date of entry into force of these Regulations.
174. In case of any conflicts between the provisions of these Regulations and other internal documents of the Bank, inter alia in terms of tariff establishment, it is necessary to be guided by the provisions of this Regulation.

**Managing Director – Deputy Director  
of Retail Business Department**

**A. Bergaripova**