

**Terms and conditions of providing service
for remote opening of the current account
with the Subsidiary VTB Bank JSC (Kazakhstan) through the Bank's website**
(for legal entities, individual entrepreneurs, private notaries, lawyers, private court bailiffs, and
professional mediators)

Chapter 1. General provisions

1. These Terms and conditions of providing service for remote opening of the current account with the Subsidiary VTB Bank JSC (Kazakhstan) through the Bank's website (hereinafter referred to as the Terms and Conditions) have been developed according to the Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dated 28 July 2017 No. 136 "On approval of the Rules of providing banking services and consideration by banks, organizations engaged in certain types of banking transactions, of the customers' requests arising in the process of providing banking services", the Rules on general terms and conditions of carrying out banking and other transactions at the Subsidiary VTB Bank JSC (Kazakhstan), for the purpose of providing services for remote opening of the current account through the Bank's website, and their effect shall cover legal relationships between the Subsidiary VTB Bank JSC (Kazakhstan) (hereinafter referred to as the Bank) and persons intending to use the Bank's service for remote opening of the current account through the Bank's website and to accede to the Agreement on Opening of the Current Account posted on the Bank's website at the following address: www.vtb-bank.kz (hereinafter referred to as the "Customer").
2. The terms and conditions are defined by the Bank and published on the Bank's web-site on the internet at the following URL: www.vtb-bank.kz and are posted in all Branches (Operating Halls) of the Bank.
3. The terms and conditions are intended for legal entities, individual entrepreneurs, private notaries, lawyers, private court bailiffs, and professional mediators who wish to open a current account with the Bank through the Bank's website.

Chapter 2: Opening of the current account

4. The Bank shall open a Current Account to the Customer based on the Customer's Application for opening of the Current Account generated electronically on the Bank's website at the following URL: www.vtb-bank.kz (hereinafter referred to as the Application), after the presentation by the Customer of all necessary documents determined by the Bank in the form and in content meeting the requirements prescribed by the legislation of the Republic of Kazakhstan. The customer shall be entitled to open any number of Current accounts except for the cases stipulated by these Terms and Conditions and the legislation of the Republic of Kazakhstan. The list of documents for remote opening of the Current Account is available on the Bank's website at the following URL: www.vtb-bank.kz.
5. Submission of the Application shall be performed by the Customer or by the Customer's Chief Executive Officer, if the Customer is a legal entity, remotely, if there an electronic

digital signature (hereinafter referred to as the EDS) is available.

6. Before signing the Application using the EDS, the Customer shall read these Terms and Conditions and the terms and conditions of the Accession Agreement on the opening of the current account, which is available on the Bank's website at the following URL: www.vtb-bank.kz (hereinafter referred to as the Agreement). The accession of the Bank Customer to the Agreement shall be carried out on the basis of the Customer's consent expressed by the signing of the Application using the EDS.
7. The Bank shall open Current accounts in the national currency of the Republic of Kazakhstan – tenge (KZT). The Current account maintenance currency shall be reflected in the Customer's Application for the opening of the current account.
8. The Current account shall not be opened by third parties in the name of the Customer.
9. The Current Account shall be opened remotely by the Bank only for the Customers who do not have accounts with the Bank and have no special relations with the Bank. The conclusion of the Agreement with the Customers, who have special relations with the Bank, shall be carried out according to Article 40 of the Law of the Republic of Kazakhstan "On Banks and Banking Activity in the Republic of Kazakhstan", according to the generally established procedure by submitting a paper application to the Bank, prepared in the form of the Bank, by acceding to the corresponding agreement on the terms and conditions of accession.
10. In order to open a Current Account, the Customer is obliged to submit to the Bank the documents and information stipulated by the US "Foreign Account Tax Compliance Act" (FATCA), the legislation of the Republic of Kazakhstan, and internal regulatory documents of the Bank (hereinafter referred to as the Bank's IRD), as well as to provide upon request of the Bank the documents and information confirming the legal status (residency/citizenship) of the Customer.
11. A Customer – legal entity shall submit information on the beneficial owner to the Bank to the extent and in the manner prescribed by the Bank's IRD.
12. No interest shall be accrued or paid for the use of money placed on the Current Account.
13. The submission of an Application by the Customer shall not mean that the Bank is automatically obliged to open a Current Account. The decision under the Application shall be made by the Bank according to the Bank's IRD and the legislation of the Republic of Kazakhstan.
14. The Bank may refuse to open a Current Account according to these Terms and Conditions and the legislation of the Republic of Kazakhstan.
15. The Bank shall notify the Customer of the results of the Bank's decision on consideration of the Customer's Application for opening of the Current Account by sending an electronic message to the Customer's e-mail specified in the Application not later than the first working day following the day of submission of the Application by the Customer to the Bank. The current account shall be opened to the Customer on the day of making a positive decision by the Bank on the results of consideration of the Customer's Application, subject to the submission of a full package of documents by the Customer and according to the positive results of the Customer due diligence.
16. All the Applications generated by the Customer electronically on the Bank's website shall be kept in the Customer's Personal Cabinet with the status assignment. Login to the Customer's Personal Cabinet shall be possible at any time by the EDS on the Bank's website at the following URL: <https://ib.vtb-bank.kz/portal>.
17. In the case of the Bank's positive decision on the opening of the Current Account, the Current Account shall be automatically opened to the Customer with the assignment of an individual identification code (account number). The Customer can get acquainted with the details of the account number in the Personal Cabinet of the Customer.

18. The Bank's commission fee for remote opening of the Current Account, as well as for services provided within the framework of the Agreement shall be charged according to the Tariffs of the Bank. The Customer shall get acquainted with the Tariffs of the Bank on the website of the Bank at the following URL: www.vtb-bank.kz. The Customer's consent to the Tariffs of the Bank shall be expressed by signing an Application with the use of the EDS.
19. The Current account is intended for use by the Customer according to the legislation of the Republic of Kazakhstan, the Agreement, and these Terms and Conditions.
20. The list of transactions carried by the Customer with the Current account opened remotely shall be stipulated in the Tariffs of the Bank. Upon that, such Current account transactions shall be carried out taking into account restrictions stipulated by requirements of the legislation of the Republic of Kazakhstan and the Tariffs of the Bank.
21. Current Account cash transactions shall be carried out at the cash desks of the Bank branches and outlets (if any) during operation time according to the requirements of the legislation of the Republic of Kazakhstan.
22. The Bank shall notify tax authorities on opening and closing of current accounts in the manner and within the timeframes prescribed by the legislation of the Republic of Kazakhstan.
23. The Bank shall be entitled to refuse to conclude the Agreement in case of the Customer's failure to provide information and documents requested by the Bank according to the Bank's IRD.
24. The Bank shall be entitled to close the Customer's Current Account unilaterally in the cases stipulated by the legislation of the Republic of Kazakhstan.
25. The Bank undertakes to keep confidential financial and other information received from the Customer. Transfer of such information (using automation means and without them) to third parties shall be possible only with the Customer's written consent as well as in the cases stipulated by the current legislation of the Republic of Kazakhstan, Application and/or Agreement.
26. If the Customer wishes to get additional consultation about the service, the Customer can contact the Bank using the contact information specified on the Bank's website: www.vtb-bank.kz.

Chapter 3 Information about possible risks of Customer in case of non-compliance with the terms and conditions of this Agreement

27. By clicking on the "Open an Account" button on the Bank's website www.vtb-bank.kz, the Customer confirms that he/she has read and fully accepts these Terms and Conditions, including Annex 1 to these Terms and Conditions (Security Procedure for Providing the "Remote Account Opening via the Bank's website" service) and the terms and conditions of the Agreement posted on the Bank's website www.vtb-bank.kz, as well as the possible risks described in this Chapter of the Terms and Conditions.
28. The Customer shall be liable:
 - 1) For nonperformance / improper performance of the obligations stipulated by the Agreement and the current legislation of the Republic of Kazakhstan. If violation of the terms and conditions of the Agreement results in financial claims against the Bank by third parties, all costs incurred by the Bank as a result of such violation shall be reimbursed by the Customer in full upon request of the Bank;
 - 2) for expenses and court costs incurred by the Bank through the fault of the Customer, in the full amount of the damage caused to the Bank, including the case of

- presentation of an unjustified claim to the Bank;
- 3) for the reliability of documents and information submitted to the Bank: as well as for all losses and risks arising as a result of the submission of invalid and/or forged documents and/or information to the Bank, as well as for non-submission and/or late submission of documents and/or information required to be submitted according to the legislation of the Republic of Kazakhstan, terms, and conditions of the Agreement and/or requirements of the Bank, international/intergovernmental agreements and/or FATCA requirements;
 - 4) The Customer shall bear responsibility for the legality of the orders (instructions) to carry out Current Account transactions and/or receipt of other Services, including compliance of the Current Account transactions with its statutory activities, as well as for the reliability of the documents and/or information submitted to the Bank, which serve as the basis for opening, maintaining and closing the Current Account;
 - 5) for nonperformance or improper performance of the obligation to provide information about authorized persons¹, in the form of a fine in the amount stipulated in this Agreement, as well as the Customer undertakes to reimburse all losses/expenses incurred by the Bank upon request of the latter;
 - 6) for nonperformance or improper performance of the Customer – legal entity's obligation to notify the Bank about changes in the Customer's² details/data in the form of a penalty in the amount specified in the Agreement, and the Customer also undertakes to reimburse for all losses/expenses incurred by the Bank upon request of the latter;
 - 7) for nonperformance or improper performance of the obligation to notify the Bank about wrong Current Account transactions (including executed payment documents) within the timeframes stipulated by this Agreement, in the form of a penalty in the amount specified by this Agreement, and the Customer shall also reimburse the Bank for expenses and losses incurred by the Bank upon request of the latter;
 - 8) for the impossibility to withdraw money in favor of the Bank for payment for the Services provided by the Bank under the Agreement in the form of a penalty in the amount determined by the Agreement;
 - 9) for losses/expenses incurred by the Bank as a result of withholding tax by a correspondent bank (counterparty bank) in favor of the U.S. tax service in the amount of 30% of the Bank's payment/transaction carried out by the Customer's order related to incomes from sources in the U.S. (interest, dividends, remunerations, royalties, lease payment, proceeds from the sale of American assets, including securities, payouts under insurance contracts, etc.), and/or carried out by the Bank by the Customer's order to the account of a person who does not comply with FATCA requirements and/or to the account of a person, which in the opinion of the correspondent bank (counterparty bank) is a taxable entity in the USA and the source

¹ In case of substitution of persons authorized to dispose of the Current Account and/or to receive Current Account statements (references) according to the power of attorney duly executed under the legislation of the Republic of Kazakhstan, or early termination of their powers (termination of contractual and other relations with them). The customer undertakes to immediately notify the Bank in writing with the submission of original documents confirming such changes. Otherwise, the Bank shall not be liable for the actions of persons authorized to dispose of the Current Account, to receive Current Account statements (references) on the basis of a power of attorney. Until the time of submission to the Bank of the documents confirming the existence of the respective powers of the persons authorized to dispose of the Current Account and/or to receive Current Account statements (references), not to submit to the Bank the Customer's payment documents/ not request the statements and other documents signed by the persons whose powers have not been confirmed to the Bank:

² within 5 (five) calendar days and when carrying out Current account transaction – on the day of the payment/ transaction. The customer undertakes to inform the Bank in writing of any change in the name, type of activity, surname, first name, patronymic (if any), BIN/IIN details -by submitting an application in the form prescribed by the Bank accompanied by duly certified documents, as well as of any changes in citizenship, tax residence, other signs confirming Customer's affiliation/non-affiliation with the US person, residence/registration address, telephone numbers, about the substitution of persons entitled to sign payment documents, other data provided to the Bank by submitting appropriate written notice and/or application in the form prescribed by the Bank accompanied by duly certified supporting documents. In this case, the documents earlier submitted by the Customer for opening and/or maintaining a Current account shall not be returned by the Bank.

of transferred funds is income related to the USA and/or transferred to an account opened with a non-involved financial institution, or if such payment/transaction is made by the Bank on the Customer's instruction, who refused to disclose his/her residency status (tax residency, other signs confirming their affiliation/non-affiliation with the U.S. person), or who provided incomplete/unreliable information, in full, at the latter's request.

29. Possible risks of the Customer in case of non-compliance with the terms and conditions of this Agreement:

- 1) in case of information transfer by the Bank (upon prior consent of the Customer for receiving/sending by the Bank of information messages and/or advertising messages about services/products/promotions of the Bank (or third parties together with the Bank), including personal data) through open communication channels, the Customer confirms that he/she is aware of and understands the potential risk of unauthorized receipt of it by third parties, and assumes such risk:
- 2) is aware of, understands, and unconditionally agrees that in case of his failure to comply with the FATCA requirements³, including the case of the Customer's failure to submit the documents and/or information requested by the Bank and/or submission of incomplete/unreliable documents/information, there is a significant risk (without receiving additional consent and notification of the Customer) of withholding tax by the correspondent bank (counterparty bank) in favor of the US tax service in the amount of 30% of the amount of the payment/transaction which is the income from sources in the US (interest, dividends, remunerations, royalties, lease payment, proceeds from the sale of US assets, including securities, payments under insurance contracts, etc.) transferred to the account of a person who does not comply with FATCA requirements and/or to the account of a person who, in the opinion of the correspondent bank (counterparty bank) is a taxable person in the USA and the source of transferred funds is income related to the USA, and/or transferred to an account opened with a non-involved financial institution, or if such payment/transaction is made by the Customer who refused to disclose his/her residency status (citizenship, tax residence, other signs confirming affiliation/non-affiliation with the US person⁴), or who provided incomplete/unreliable information.

Chapter 4. Final provisions

30. All disagreements and disputes that may arise in connection with the receipt of banking services between the Customer and the Bank shall be settled by negotiations. In case if the Customer and the Bank fail to come to an agreement on arising disagreements and disputes by negotiations, all disputable issues shall be settled in courts of the Republic of Kazakhstan in the manner and on the terms and conditions prescribed by the current legislation of the Republic of Kazakhstan.

The addresses and details of the Bank are available at the following link: <https://www.vtb-bank.kz/about/offices/>.

Addresses and details of the authorized body: Agency of the Republic of Kazakhstan for Financial Supervision and Regulation of Financial Market, RK, 050090, Almaty, micro-district Koktem-3, building 21.

³ **FATCA** - U.S. Foreign Account Tax Control Act, which is aimed at preventing tax evasion by U.S. taxpayers who hold bank accounts opened with foreign financial institutions (other than U.S. financial institutions).

⁴ **U.S. Person** (Certain U.S. Person) is an individual who is a citizen or resident of the United States, including individuals holding a U.S. residence permit, a partnership or corporation organized and incorporated in the United States or under the laws of the United States or a state; or a trust, if: 1) is subject to the jurisdiction of the United States; 2) one or more U.S. persons have the authority to control all major decisions of that trust, or the property of a deceased person who was a citizen or resident of the United States, except for corporations stipulated by the U.S. Tax Code.

to the Terms and conditions of service for remote opening a current account with the Subsidiary VTB Bank JSC (Kazakhstan) through the Bank's website

Security Procedure for Providing the "Remote Account Opening via the Bank's website" service

1. The Bank's website contains a link to a page (hereinafter referred to as the Portal), which allows you to file an Application for remote opening a current account (and obtain other banking services listed on the Bank's website, which can be obtained remotely by filing an application) by the Customer's manager (applicant), subject to availability of the electronic digital signature (hereinafter referred to as the EDS), issued by the National Certification Center of the Republic of Kazakhstan.
2. In order to ensure a guaranteed level of security, the Portal includes the following security features:
 - 1) communication channels are provided by the Internet provider with the use of services for protection against illegitimate traffic;
 - 2) for the Bank's network security, as well as the delimitation of network access, the software and hardware firewalls with packet filtering functions, as well as means of authentication, identification, and analysis of traffic and equipment logs are used;
 - 3) no storage of confidential information on a Web server published on the global Internet;
 - 4) implementation of secure data exchange between the Customer and the Portal server through the use of traffic encryption algorithms, which enable excluding the situation of server spoofing, early detection of security flaws by comparing the protocols of message exchange on the Customer and server-side. Confidentiality of transmitted information is ensured by data encryption through the TLS protocol (transport layer security), using the authorization service for external information systems on the IDP/SSO module of the "e-government" portal of the Ministry of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan;
 - 5) authenticity of information is ensured by using EDS issued by the National Certification Authority of the Republic of Kazakhstan;
 - 6) for remote opening a current account through the Portal, the Customer must have the EDS issued by the National Certification Authority of the Republic of Kazakhstan;
 - 7) The Bank shall verify the authenticity of the Customer's request for remote opening a current account through the Portal by contacting the National Certification Authority of the Republic of Kazakhstan to identify the EDS of the Customer's manager issued by the National Certification Authority of the Republic of Kazakhstan on the e-Government website. Submission of the Application by the Customer on the Portal requires signature using the EDS issued by the National Certification Center of the Republic of Kazakhstan.
3. In order to ensure a guaranteed level of security during working on the Portal, the applicant must on his/her own ensure the proper level of security, including, but not limited to:
 - 1) Ensure that the use of various unlicensed, third-party, questionable software unchecked for malware is prevented;

- 2) Ensure safekeeping of the EDS issued by the National Certification Authority of the Republic of Kazakhstan;
- 3) Ensure the mandatory use of licensed antivirus software that is updated in a timely manner. The action of viruses can be aimed at intercepting user identification information and transferring it to intruders;
- 4) Ensure the use of modern operating systems at your computer/laptop/other devices, with automatic timely updates recommended by the manufacturer in order to eliminate the vulnerabilities identified therein. Regularly perform updates (patches) of the operating system and browser of your computer/laptop/other devices, which significantly increases the level of security;
- 5) do not connect to your computer/laptop/other devices a data carried that has not been checked for viruses by anti-virus software;
- 6) replace keys in all cases of dismissal and /or change of persons, as well as executives with the right to sign powers of attorney for obtaining the EDS keys issued by the National Certification Authority of the Republic of Kazakhstan, and in case of suspicion of their compromise:
- 7) If you have any doubts regarding the proper functioning of the Portal, immediately contact the Bank.
- 8) in case of detection of unauthorized access to the Applications for opening the current account to the customer on the Bank Portal, as well as to the information constituting the bank secrecy, its unauthorized change, and other unauthorized actions, the Bank shall notify the Customer in respect of whom such actions were taken, no later than the next business day after their detection by the contact information of the customer specified in the application and immediately shall take all necessary measures to eliminate their consequences and prevent their occurrence in the future.