

**Approved by  
the Minutes of the  
Management Board  
of Subsidiary VTB Bank JSC  
(Kazakhstan)  
dated January 26, 2021  
No. 5**

**CONDITIONS FOR PROVIDING  
ELECTRONIC BANKING SERVICES TO INDIVIDUALS**

**Almaty city, 2021**

# CONDITIONS FOR PROVIDING ELECTRONIC BANKING SERVICES TO INDIVIDUALS

## 1. GENERAL PROVISIONS

1. The conditions for providing electronic banking services to individuals (hereinafter – the “Conditions”) establish the rules for the provision of electronic banking services by the Subsidiary VTB Bank JSC (Kazakhstan) (hereinafter – the "Bank") in the remote banking service system (hereinafter – the “RBSS”) to the Bank's Clients (hereinafter – “Services”) are the standard (typical) form of the Accession Agreement for the Provision of Electronic Banking Services (hereinafter – the “Agreement”), the terms and conditions of which can be accepted by the Client only by accession to the Agreement, without any exceptions and/or restrictions, and posted on the Internet on the Bank’s website at: <https://online.vtb-bank.kz>. These Conditions do not apply to other services provided by the Bank and not provided for in these Conditions. If the Client wishes to receive other services, the conclusion of separate agreements for the provision of relevant services is required.

2. The Client’s accession to the Agreement shall be carried out on the basis of the Client’s consent expressed through the selection of the option containing the proposal for accession to the Agreement in the RBSS Online Banking/Mobile Banking.

3. The Client becomes the recipient of electronic banking services from the moment the Client makes an appropriate connection to the RBSS in the manner and on the terms and conditions established by the Agreement.

4. The Client who has joined the Agreement and the Bank accept all the terms and conditions and obligations established by the Agreement (hereinafter – the Client and the Bank are collectively referred to as the “Parties”).

5. The terms and concepts used in the text of the Agreement have the meanings that are given in the Glossary, Appendix 1 to the Agreement, which is an integral part of the latter, unless a different meaning is established directly in the text of the Agreement.

6. The provision of electronic banking services shall be carried out by the Bank remotely through communication channels using personal computers, telephones and other means that do not contradict the legislation of the Republic of Kazakhstan. The provision of electronic banking services shall be carried out through the Internet, as well as through mobile communications and telecommunications operators, with which the Bank has concluded a relevant agreement.

7. For issues related to the provision of Services, the Client may contact the 24-hour support service by the following contact numbers:

1) +7 (727) 330-59-59 (Free of charge from city numbers in Almaty city);

2) +7 (702) 017-59-59 (According to the tariff plan of the respective mobile operator);

3) +7 (705) 955-59-59 (According to the tariff plan of the respective mobile operator);

or to the addresses specified on the Bank's official website: <http://www.vtb-bank.kz>.

8. Electronic banking services provided by the Bank to the Client on the basis of the Agreement, depending on the communication channel through which they are provided, are divided into: Internet Banking, Mobile Banking.

9. Electronic banking services are divided into information banking and electronic payment services.

10. The Bank provides electronic banking services to the Client as per orders received from the Client in accordance with the procedure and on the terms specified in the Agreement. At the same time, the Parties acknowledge that all orders issued by the Client in electronic form are equivalent to a written document issued on paper and certified by the Client's signature.

11. The Bank makes money transfers between the bank accounts (replenishment of the bank accounts), upon receipt of the Client's order, by withdrawing the amount specified in the Client's order, by direct debiting the bank account from the bank account used and crediting the same amount to another bank account specified in the Client's order.

12. Payment for electronic payment services within the framework of the Contract shall be made in the manner and under the terms and conditions prescribed by the Contract in the amount determined by the current Tariffs of the Bank placed on the Bank's website <https://online.vtb-bank.kz>. In case of the Customer's refusal to use the Services, the amounts paid by the Customer for the transactions carried out through the Remote Banking Service System shall not be refunded.

13. The terms and conditions of the Agreement in no way affect or modify the current banking rules on the procedure for maintaining the bank account(s)/deposit(s), the provision/maintenance of the Client's loan(s) and other banking services/products in the Bank, the modes of the bank(s) account(s)/deposit(s), the grounds for performing transactions thereon, as well as other provisions of the banking service contract(s) and agreements/contracts entered into between the Bank and the Client, except for the additional rights and obligations of the Bank and the Client related to providing Services under the Agreement.

## **2. SPECIAL CONDITIONS**

14. Services are provided by the Bank round the clock: 24 hours a day, 7 (seven) days a week, except for the cases described in paragraph 42.10.

15. Transactions made with the registered phone number, login and password (including Face ID/ touch ID/ short code), followed by entering the confirmation code, are considered by the Bank to have been carried out by the Client. At the

same time, the Client is considered identified if the specified details are entered correctly, and it is the Client who is fully responsible for all actions performed by the authorized person on his behalf in accordance with the terms of the Agreement.

16. To protect the Client's money from unauthorized access and prevent fraudulent transactions, the Bank shall have the right to set limitations (limits) on the amount of transactions performed using the RBSS. The value of the specified limitations and limits, as well as the conditions and procedure for their setting shall be determined by the Bank independently in accordance with the internal documents of the Bank. The Bank notifies the Client of the setting of such limitations/limits by posting relevant information on the Bank's website at: <https://online.vtb-bank.kz>

17. Performance of any transaction through the RBSS is possible only if the Client is identified in the preparation, transfer and receipt of documents through the Internet and mobile communications, the Bank confirms the authenticity and correctness of the Client's order to execute the transaction – the Client's Instruction, and also if the limit or the balance of money in the relevant bank account of the Client is sufficient for performing the relevant transaction, in accordance with the Client's order and writing off by the Bank of the existing commission fee provided for by the Bank's Tariffs.

18. Identification of the Client and confirmation by the Bank of the authenticity and correctness of the Client's instruction to perform the transaction (Order) shall be achieved by the implementation by the Client of the step-by-step procedure provided for in the respective Guides (Internet Banking Guide, Mobile Banking Guide) specified in sections 3 and 4 of the Agreement. At the request of the Client, the Bank provides it with a confirmation of the sending and (or) receipt of the Client's electronic documents, on the basis of which electronic banking services are provided, by sending an electronic message through the RBSS within 1 (one) business day from the date of receipt of the Client's request.

### **3. TERMS OF ELECTRONIC BANKING SERVICES PROVIDED THROUGH THE INTERNET BANKING SYSTEM**

19. To receive electronic banking services via Internet Banking system, the Client must have access to the Internet, a Login, a password and an active mobile telephone number registered by the Bank in the name of this Client. The obligatory conditions of the Client's registration in the "Internet Banking" system is that the Client must have a valid payment card issued by the Bank.

20. To receive a Login and Password, the Client must register with the "Internet Banking" system through the Bank's ATM or Information and Payment Terminal, or register online at the Bank's website (address: <https://online.vtb-bank.kz>), without visiting the Bank's branch.

21. The banking services are accessed and used in the Internet Banking system as soon as the Client logs in to the Bank's website: <https://online.vtb-bank.kz> and

goes through the steps defined in the Service Procedure for the Remote Banking System of Subsidiary VTB Bank JSC (Kazakhstan) – the Internet Banking System (hereinafter referred to as the “Internet Banking System Guide” placed on the Bank’s website at: <https://online.vtb-bank.kz>. The Internet Banking System Guide is an integral part of the Agreement.

22. The Client shall have the right to receive the following types of electronic banking services through Internet Banking:

22.1. information banking services:

22.1.1. viewing information on balances and cash flow in the Client’s bank accounts for a certain period/as of the specific date;

22.1.2. viewing information on the outstanding debt, the amount of planned monthly payments under bank loan agreements and payments made to repay bank loans;

22.1.3. viewing information on payments in favour of service providers and transfers between the Client's bank accounts made by the Client;

22.1.4. viewing information on the accrued remuneration to the bank deposit of the Client

22.1.5. viewing information on the number and currency of the bank account, the concluded bank account agreement;

22.1.6. viewing repayment schedule under a bank loan agreement;

22.1.7. viewing debts to service providers;

22.1.8. viewing information on conversion rates, non-cash currency set by the Bank;

22.1.9. viewing information on the conditions and procedure for the provision of banking services by the Bank, including, but not limited to: bank loan, bank deposit;

22.1.10. viewing information messages (except for SMS messages) from the Bank to the Client and from the Client to the Bank;

22.1.11. viewing other reference information at the discretion of the Bank;

22.2. electronic payment services:

22.2.1. making payments in favour of service providers:

1) mobile operators;

2) cable television;

3) telephony;

4) utility payments;

5) Penalties for administrative offenses and violation of the traffic rules;

6) Internet providers.

22.2.2. Making transfers:

1) Between its accounts - bank accounts/payment cards within the Bank;

2) In favor of third parties in tenge - to a bank account of another customer of the Bank or to a bank account in another bank, in tenge;

3) In favor of third parties in foreign currency - to a bank account of another customer of the Bank or to a bank account with another bank (including a foreign bank), in foreign currency;

4) From a card to a card of the VTB (Kazakhstan) - transfer to a payment card of another customer of the Bank;

22.2.3. Implementation of noncash purchase and sale of foreign currency during transfers between own accounts opened with the Bank, according to the noncash currency sale and purchase rates set by the Bank at the time of the transaction.

22.3. Making electronic orders for:

- 1) Reissue/blocking of payment card;
- 2) Setting/changing payment card transaction limits;
- 3) Activation/deactivation of the SMS-informing/3D-Secure service for payment card;
- 4) Opening current bank accounts in tenge/foreign currency;
- 5) Opening savings bank accounts in tenge.

23. Payment/transfer processing time:

23.1. In case of making payments:

- 1) for the mobile and telephone services – instantly or during the operational day;
- 2) for the services of cable television and utility providers, during the transaction day, on weekends and holidays - on the next business day.

23.2. In case of making transfers:

- 1) intra-bank – instantly or during the operational day;
- 2) To the bank accounts opened with another banks - from 9:00 to 15:30 Nur-Sultan local time – payments are made by the Bank on the current day, after 15:30 Nur-Sultan local time – payments are made on the next business day.

23.3. In cases of non-cash purchase and sale of foreign currency, the corresponding transactions are processed from Monday to Friday from 09:00 to 17:00 Nur-Sultan local time, excluding holidays and weekends (Saturday, Sunday, the service is not available on these days).

24. The status of the execution of payments and transfers made through the “Internet Banking” system is checked by the Customer on his/her own in the history of payments/transfers. Checks/receipts and other payment documents for executed payments/transfers are provided to the Client in electronic form.

25. The procedure for the accession to the "Internet Banking" system is available for all Clients who are holders of the Bank's payment card, except for holders of corporate payment cards.

26. Holders of additional payment cards of the Bank cannot authenticate and make payments and transfers through the "Internet Banking" system using an appropriate additional payment card.

27. Authentication and work in the “Internet Banking” system by third parties who are not Clients shall not be allowed. If this fact is detected, the Client’s access to the "Internet Banking" system is blocked.

28. The confirmation code for logging in to the Internet Banking system, confirming payment documents and other relevant actions of the Client is generated automatically and sent to the Client by SMS message to the phone number registered with the Bank.

The service of sending the confirmation code to the registered phone number is only available to those subscribers of mobile operators with whom the Bank has relevant agreements for the transmission of SMS messages in place.

29. The Client shall be personally responsible for the safety of a password. If a password is lost, the Client should immediately contact the Bank to block the Client's access to the "Internet Banking" system or contact the 24-hour support service. To resume work in the "Internet Banking" system, the Client should contact the Bank and fill the application form established by the Bank.

30. The password received from the Bank by the Client in accordance with the terms of the Agreement is intended for the Client's initial access to the Internet Banking system only. After having used the initial login to the Internet Banking system, the Client is required to change the password.

31. The confirmation code is provided by the Bank to the Client in accordance with the due sample of the Client's handwritten signature in the Remote Banking System.

#### **4. TERMS OF ELECTRONIC BANKING SERVICES PROVIDED THROUGH THE MOBILE BANKING SYSTEM**

32. Mobile Banking is a software that provides Clients with access to remote services, designed for the performance of transactions by the Client in the Personal Account via a mobile phone or other device supporting the installation of the Mobile Application with Internet access.

33. Access to electronic banking services and their receipt through Mobile Banking shall be carried out when the Client performs the procedures determined in the Service Procedure in the remote banking service system of Subsidiary VTB Bank JSC (Kazakhstan) – "Mobile Banking" system (hereinafter – the Mobile Banking Guide) posted on the Bank's website at <https://online.vtb-bank.kz>. The Mobile Banking Guide is an integral part of the Agreement.

34. The Client shall have the right to receive the following types of electronic banking services through Mobile Banking:

34.1. information banking services:

- 1) viewing information on the status of all their bank accounts (current, savings);
- 2) viewing information on credit obligations to the Bank;
- 3) viewing information on balances and cash flow on their bank accounts for a certain period/as of the specific date;
- 4) viewing information on invoices issued by service providers;
- 5) viewing information on payments made and money transfers made on the Client's bank accounts;
- 6) viewing information on currency exchange rates for the current date set by the Bank;
- 7) viewing information on addresses of ATMs, branches/additional premises of the Bank;

8) Viewing information messages (except for SMS messages) from the Bank to the Customer and/or from the Customer to the Bank via Online-chat, Mail and the News section;

9) viewing other reference information at the discretion of the Bank.

34.2. electronic payment services:

34.2.1. making payments in favour of service providers:

- 1) mobile operators;
- 2) cable television;
- 3) telephony;
- 4) utility payments;
- 5) Internet providers.

34.2.2. Making transfers:

- 1) Between own accounts - bank accounts/payment cards within the Bank;
- 2) interbank transfers in tenge - to the bank account of another bank client or to another bank account, in tenge;
- 3) interbank transfers in foreign currency - to a bank account of another Customer of the Bank or to a bank account with another bank (including a foreign bank), in foreign currency;

4) From a card to a card of the VTB (Kazakhstan) - transfer to a payment card of another Bank customer;

5) From card to card of any bank:

- transfer from a VTB Bank (Kazakhstan) payment card to any other bank payment card of the Republic of Kazakhstan or a foreign bank payment card (except for the list of prohibited countries published on the official website of the Bank at: <https://vtb-bank.kz>);

- transfer from any bank payment card of the Republic of Kazakhstan to a VTB Bank (Kazakhstan) payment card;

- transfer between any bank payment cards of the Republic of Kazakhstan.

The general limits for card-to-card money transfer transactions issued by VISA/MasterCard international payment systems are published on the official website of the Bank at: <https://www.vtb-bank.kz/individuals/platzhnye-kartochki/limity/>.

34.2.3. non-cash purchase and sale of foreign currency during transfers between its accounts opened with the Bank, at the non-cash purchase/sale exchange rates set by the Bank at the time of transaction;

34.3. Making electronic orders for:

- 1) Reissue of payment card;
- 2) opening/closing access to pay for goods and services on the Internet with payment card;
- 3) setting / changing limits for payment card transactions;
- 4) Activation of the SMS-informing/3D-Secure service for payment card;
- 5) Opening current bank accounts in tenge/foreign currency;
- 6) opening of savings accounts in tenge/foreign currency;
- 7) Restoring password for the “Mobile banking” system;



35. Payment/transfer processing time:

35.1. In case of making payments:

- 1) for the mobile and telephone services - instantly or during the operational day;
- 2) For the services of cable television and utility providers, during the transaction day, on weekends and holidays - on the next business day.

35.2. In case of making transfers:

- 1) intra-bank – instantly or during the operational day;
- 2) To the bank accounts opened with another banks - from 9:00 to 15:30 Nur-Sultan local time – payments are made by the Bank on the current day, after 15:30 Nur-Sultan local time – payments are made on the next business day.
- 3) from card to any bank card - instantly or during the operational day.

35.3. In cases of non-cash purchase and sale of foreign currency, the corresponding transactions are processed from Monday to Friday from 09:00 to 17:00 Nur-Sultan local time, excluding holidays and weekends (Saturday, Sunday, the service is not available on these days).

36. The status of the execution of payments and transfers made through the “Internet Banking” system is checked by the Customer on his/her own in the history of payments/transfers.

37. Any Client of the Bank which is a subscriber of one of the mobile operators with which the Bank has concluded an agreement on SMS messaging can connect to the Mobile Banking service.

38. To connect and work in the "Mobile Banking" system, the following conditions must be met:

- 1) the valid bank account opened with the Bank or the valid Bank payment card (except for corporate payment cards);
- 2) availability of a mobile phone of GSM format with a personal use number (phone number must be registered with the Bank);
- 3) installation of a special application on a mobile phone.

39. Connection and using the Mobile Banking service provides for the need for the Client to install a special Application on the Client’s mobile phone having a registered phone number (hereinafter – “mobile phone”). Installation of the specified Application on a mobile phone is available from online stores of Google Play and AppStore.

40. The confirmation code for logging in to the Mobile Banking system, confirming payment documents and other relevant actions of the Client is generated automatically and sent to the Client by SMS message to the phone number registered with the Bank or by push notification, depending on the notification method selected by the Client.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

41. The Bank undertakes to:

41.1. connect the Client to the Service in the manner and on the terms and conditions determined by the Agreement;

41.2. to provide identification and authentication of the Client in the manner provided for by the Agreement;

41.3. provide Services to the Client in the manner and on the terms and conditions established by the Agreement;

41.4. not to disclose information received from the Client within the performance of the Agreement, including when providing Services. Any such information may be provided to third parties only in the manner stipulated by the legislation of the Republic of Kazakhstan;

41.5. notify the Client of the planned technical works in the RBSS, which can interrupt access and impede the receipt of electronic banking services by posting the appropriate information message, indicating the deadlines for the work to be performed not later than 1 (one) hour before the date of commencement of such works, by posting advertisements:

1) in the operating divisions of the Bank;

2) and/or on the Bank's official website [www.vtb-bank.kz](http://www.vtb-bank.kz);

3) and/or on the Bank's website at <https://online.vtb-bank.kz>;

4) And/or in the "Mobile banking" system in the "News" section;

5) and/or in the Mobile Banking system by sending a notification to the online chat / mail / push notification.

6) and/or sending an SMS message with the announcement to the registered phone number in the manner specified by the Agreement;

7) and/or sending a message with an announcement to an email address in the manner specified by the Agreement.

41.6. execute the Instructions and other instructions of the Client, which are generated and transmitted through the RBSS, subject to the Client's compliance with the terms and conditions of the Agreement and the requirements of the applicable legislation of the Republic of Kazakhstan;

41.7. notify the Client of the unauthorized access to the Client's information constituting a bank secret, its unauthorized modification, the Bank's suspicions of the threat of unauthorized access to the Client's bank account(s) (including changes in the intensity/existence of unauthorized payment / money transfer from the Client's bank account(s), other unauthorized cases / actions arising from the provision of electronic banking services by the Bank) immediately after the detection, but no later than the next business day;

41.8. perform other duties determined by the Agreement and/or the applicable legislation of the Republic of Kazakhstan.

42. The Bank shall have the right to:

42.1. refuse registration to the Client without giving reasons;

42.2. Suspend or terminate provision of the Services on the grounds stipulated by the current legislation of the Republic of Kazakhstan, internal documents and/or the Contract;

42.3. withdraw from the Client's bank accounts opened with the Bank by direct debiting the bank account with no giving a notification to the Client:

- 1) the amount of commission fee for Services provided in accordance with the Bank's Tariffs;
- 2) amount of payment in favour of the operator specified in the Client's order;
- 3) the amount to be transferred to other bank accounts of the Client/the amount to be converted;
- 4) the amount to be transferred to the bank accounts of other Bank Clients and other third parties;
- 5) the amount of money erroneously credited to the Client's bank accounts that does not belong to the Client upon the detection of an accounting record on the Client's account that indicates an erroneous receipt of money in his favor. If the Client does not have enough money in the account for withdrawal, the Client undertakes to fill up the erroneously credited amount within one business day from the date of the Bank's giving the notification, otherwise the Client's accounts receivable to the Bank will arise;
- 6) any other amounts owed by the Client to the Bank.

By signing the Application, the Client grants its consent and the right of the Bank to debit/withdraw the corresponding amounts of money from the Client's bank account opened with the Bank in favour of the Bank by direct debiting of the bank account under the Agreement to convert the corresponding amounts of money specified in this provision of the Agreement and their transfer in favour of the Bank according to the payment document and (or) instruction of the Bank, with payment of the relevant commission fee according to the Bank's Tariffs. In the case of debiting/withdrawing money in another (than the currency of debt to the Bank) currency, the conversion of written-off/withdrawn money into the currency of debt or in tenge in accordance with the requirements of currency legislation shall be carried out at the Bank's choice:

- according to the rate of sale or purchase of the withdrawn currency or the currency of the debt established by the Bank at the time of the said debit/withdrawal;
- according to the rate of written-off/withdrawn currency established by the Bank to the currency of debt, with the collection of convertible money from the amounts of commission fees for making conversion established by the Bank's Tariffs.

This Agreement also – as an application(s) (instruction(s)) of the Client for the purchase or sale of foreign currency (for the conversion of money) containing its preliminary consent to buy or sell foreign currency (for the conversion of money) at the rate, for the purposes and on the conditions determined in this paragraph of the Agreement, is the basis and document sufficient for the Bank to write off/withdraw money from the bank account opened with the Bank, by direct debiting of the bank account;

42.4. refuse to provide the Client with the relevant Service or require the Client to pay appropriate amounts of money if the Client's bank account opened with the Bank does not have enough money to pay the commission fee for the provision of Services, as well as to pay other amounts in accordance with paragraph 40.3 of the Agreement. The Client makes payment of the specified amounts of money within

3 (three) business days from the date of receipt of the relevant request from the Bank;

42.5. notify the Client of changes to this Agreement and/or Bank's Tariffs not later than 10 (ten) business days prior to the date such changes become effective, by posting an advertisement:

- 1) in the operating divisions of the Bank;
- 2) and/or on the Bank's official website [www.vtb-bank.kz](http://www.vtb-bank.kz);
- 3) and/or on the Bank's website at <https://online.vtb-bank.kz>;
- 4) And/or in the "Mobile banking" system in the "News" section;
- 5) and/or sending an SMS message with the announcement to the registered phone number in the manner specified by the Agreement;
- 6) and/or in the Mobile Banking system by sending a notification to the online chat / mail / push notification.
- 7) and/or sending a message via popular messengers (WhatsApp, Viber, Telegram, etc.) with the corresponding announcement to the registered phone number in the manner specified by the Agreement.

42.6. temporarily or completely suspend access to the Client and/or block the provision of appropriate Services, if, in the Bank's opinion, such a measure is necessary to ensure the RBSS security;

42.7. require the Client to provide information and document(s) required by the Bank for performing transactions on the bank account(s) in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Bank, the terms and conditions of the Agreement, the banking service contract(s) and/or other separate agreements/contracts concluded between the Bank and the Client;

42.8. at any time at its discretion (unilaterally) to determine, establish and change the list of banking transactions and functions that can be performed by the Client in its bank account(s)/deposits, as well as install and change (increase, decrease ) restrictions (limits) on the amount of transactions performed using the RBSS;

42.9. not to accept for execution the orders received from the Client in the event of non-compliance with the requirements established by the Agreement, the banking services agreement(s), other agreements/contracts concluded between the Bank and the Client, applicable legislation of the Republic of Kazakhstan, including regulatory legal acts of the National Bank of the Republic of Kazakhstan, defining the procedure and rules for making cashless payments;

42.10. suspend or terminate the Client's banking services using the RBSS and provision of electronic banking services without prior notification of the Client (with taking of appropriate measures, if necessary), but with subsequent notification not later than the next business day after making of the relevant decision (in writing or electronically), in case of:

– violation by the Client of the procedure and conditions for providing electronic banking services provided for in the Agreement, including if the Client does not pay remuneration for the RBSS services for 1 (one) calendar month until the end of the month in which the debt was formed, starting from the first business day of

the next month as well as in case of failure to fulfil or improper fulfilment by the Client of other monetary obligations to the Bank;

– if the Client does not comply with the requirements of the applicable legislation of the Republic of Kazakhstan;

– for emergency and repair works related to the maintenance of the RBSS, as well as in the event of a malfunction in the technical means ensuring the provision of Services. For the period of long inoperability of the RBSS (one business day or more), the commission fee for the provision of Services shall not be charged. In this case, the commission fee shall be charged in proportion to the number of business days of using Service in this month;

– In accordance with clause 1 of Article 13 of the Law of the Republic of Kazakhstan on anti-money laundering and combating the financing of terrorism (here in after referred to as the Law on AML and CFT);

– if the Client does not have a valid bank account(s) or other banking products;

– occurrence of a dispute (conflict) related to the performance by the Parties to the Agreement – until a dispute (conflict) is resolved in the manner established by Section 13 of the Agreement;

42.11. in case of detection of unauthorized access to the Client's information constituting a banking secret, its unauthorized alteration, suspicion of the Bank at the risk of unauthorized access to the Bank's bank account(s) (including a change in the intensity/presence of an unauthorized payment/transfer money from the Client's bank account(s), other unauthorized cases/actions arising from the Bank's provision of electronic banking services), suspend or terminate banking services to the Client using the RBSS and providing electronic banking services, without prior notice, but with subsequent notification not later than the next business day after the relevant decision (in writing or electronically);

42.12. refuse the Client to perform the transaction in the RBSS and accept the orders for execution or suspend the performing the transaction by notifying the Client within 3 (three) business days (in writing or electronically) in case of:

- if the content of the order violates the requirements of the legislation of the Republic of Kazakhstan or agreements/contracts under which the Bank provides services to the Client for banking and other transactions;

- lack of money on the Client's bank account(s) (including to pay the Bank remuneration for the transaction) for which a certain transaction must be performed;

- In accordance with clause 1 of Article 13 of the Law on AML and CFT;

- if, in accordance with the decision of the authorized body, the money is seized in the bank account(s) or restrictions are imposed on the use of the bank account(s);

- as well as in other cases established by the Agreement, the banking service agreement(s), individual agreements/contracts concluded between the Bank and the Client, internal documents of the Bank and/or the applicable legislation of the Republic of Kazakhstan;

42.13. unilaterally, subject to the restrictions established by the legislation of the Republic of Kazakhstan, amend:

– the procedure for servicing the Client, the work schedule and the operating time of the Bank, by notifying the Client at least 15 (fifteen) business days before these changes enter into force;

– take measures to make changes to the RBSS, including the creation of its new versions, with the subsequent notification to the Client;

42.14. to terminate the Agreement in accordance with Section 12 of the Agreement unilaterally without a court decision:

– in case of delay in payment by the Client of the commission fee to the Bank for connection of the RBSS within 5 (five) calendar days from the date of conclusion of the Agreement;

– if payment is not made upon the expiration of the suspension period due to non-payment of commission fees for the Bank's RBSS service;

– if the Client does not use the system for 3 (three) calendar months;

– In accordance with clause 1 of Article 13 of the Law on AML and CFT;

– In accordance with the Bank's internal documents;

42.15. refuse the Client to perform transactions in the RBSS (in the acceptance of orders/orders) in the following cases:

1) if participants in such transaction are listed below or are associated/affiliated with the persons specified in:

- STOP lists of the Bank;

- international sanctions lists;

- sanctions lists of individual states;

- lists of special/prohibited categories of clients of individual states;

- lists of unwanted/prohibited correspondent banks for servicing customers, as well as if the transaction / participants of the transaction are associated with the list of high-risk countries that do not follow the recommendations of the Financial Action Task Force on Money Laundering (FATF), as well as the states (territories) in respect of which international sanctions are applied;

2) the Client provides the Bank with inaccurate information, invalid, forged documents;

3) upon receipt by the Bank from the authorized state bodies of information/intelligence indicating the commission/suspicion of the Client in committing a crime/offence in the field of financial and economic activities;

4) impossibility of executing the Client's orders through the intermediary bank specified therein, including the foreign correspondent bank, for any reason, including if the relevant intermediary bank refuses to execute the relevant instructions of the Client;

5) in other cases stipulated by the applicable legislation of the Republic of Kazakhstan, the Bank's internal documents, the banking services agreement(s), business practices used in banking practice;

6) In accordance with clause 1 of Article 13 of the Law on AML and CFT;

42.16. exercise other rights provided for by the provisions of the Agreement and/or the applicable legislation of the Republic of Kazakhstan.

42.17. notify the Client of the Bank's products and other information by posting an advertisement:

- 1) in the operating divisions of the Bank;
- 2) and/or on the Bank's official website [www.vtb-bank.kz](http://www.vtb-bank.kz);
- 3) and/or on the Bank's website at <https://online.vtb-bank.kz>;
- 4) And/or in the "Mobile banking" system in the "News" section;
- 5) and/or sending an SMS message with the announcement to the registered phone number in the manner specified by the Agreement;
- 6) and/or in the Mobile Banking system by sending a notification to the online chat / mail / push notification.
- 7) and/or sending a message via popular messengers (WhatsApp, Viber, Telegram, etc.) with the corresponding announcement to the registered phone number in the manner specified by the Agreement.

43. The Client undertakes to:

- 43.1. observe and be guided by the provisions of the Agreement;
- 43.2. pay for Services provided by the Bank under the Agreement in accordance with the applicable Bank's Tariffs;
- 43.3. Not to disclose/not to transfer personal information (username, password, answers to code and security questions, payment card number, PIN-code, CVV, Transaction confirmation code) in any possible form (oral, written or other form, inter alia using technical means - via telephone, SMS messages and other electronic communication channels) to other persons. In case of revealing transfer of the above-mentioned information to other persons, the Bank shall be entitled to stop provision of services. In case of disclosure of any of the above information causing the unauthorized withdrawal/ transfer/ payment for services/ payment, the Bank is not obliged to reimburse the Client for the costs/losses incurred;
- 43.4. make payment of commission fees and Tariffs of the Bank for banking services provided in accordance with the Bank's Tariffs;
- 43.5. immediately inform the Bank if unauthorized access is detected or if unauthorized access to the Client's bank account(s) is suspected;
- 43.6. use the RBSS in full compliance with the requirements of the Agreement;
- 43.7. if it is necessary to make a payment/transfer of money, provide a sufficient amount of money to effect payment/transfer and commission fees to the Bank in accordance with the applicable Bank's Tariffs;
- 43.8. immediately notify the Bank of all circumstances that may affect the timely payment of commission fees and Services in accordance with the Bank's Tariffs;
- 43.9. provide, upon request of the Bank, documents/information required in accordance with the requirements of the applicable legislation of the Republic of Kazakhstan, including in accordance with the requirements of the currency legislation of the Republic of Kazakhstan and legislation on countering the legalization (laundering) of proceeds from crime and financing of terrorism, as well as the Agreement and/or internal documents of the Bank;

43.10. ensure the secrecy of the confirmation code, login and password during the entire period of using Services, not disclose and not transfer confirmation codes to third parties;

43.11. keep information on the codes determined by the Agreement and passwords in a place inaccessible to third parties;

43.12. when disclosing information on a Login and/or a Password, change a password in the "Internet Banking" and "Mobile Banking" systems in accordance with the Agreement;

43.13. when transferring a mobile phone with a registered phone number, to a third party – to change the registered phone number in the manner specified in the Agreement;

43.14. notify the Bank in writing about the Client's belonging to persons connected with the Bank by special relations and/or status of a foreign public official, or its spouses, close relatives. The bank shall have the right to use official sources of information to verify and clarify this information. (Foreign public official – a person appointed or elected, holding any position in the legislative, executive, administrative or judicial body of a foreign state, as well as any person performing a public function for a foreign state);

43.15. install/update (to the latest version) "Mobile Banking" application only in the official Google Play/AppStore online stores;

43.16. ensure the confidentiality and security of personal data of Bank employees received by the Client from them or from the Bank, and security during their processing for purposes and in connection with the performance of the Agreement in accordance with the requirements of the legislation of the Republic of Kazakhstan on personal data protection. The Client shall also have the right to use personal data of Bank employees received from them or from the Bank for purposes not related to fulfilling their obligations under the Agreement, and in any way transfer the personal data of Bank employees received under the Agreement to any third parties for purposes not related to the fulfilment of its obligations under the Agreement, undertakes to store this personal data for not longer than the processing purposes require, and destroy them upon reaching the processing objectives or in case of loss of the need to achieve them, taking into account the requirements of applicable legislation of the Republic of Kazakhstan, comply with other requirements of legislation of the Republic of Kazakhstan on personal data protection within the performance of the Agreement;

43.17. perform other duties provided for by the provisions of the Agreement and/or the applicable legislation of the Republic of Kazakhstan.

44. The Client shall have the right to:

44.1. receive information from the Bank in the manner provided for by the Agreement;

44.2. receive confirmations on a paper medium in the Bank about payments in favour of certain operators made on the basis of the Client's orders;

44.3. receive advice from the Bank on the receipt of electronic banking services in accordance with the internal documents of the Bank;



44.4. unilaterally withdraw from electronic banking services by filling out the relevant application form established by the Bank (hereinafter – the “Statement on Termination of the Agreement”) at least 10 (ten) business days before the date of termination of the electronic banking services;

44.5. exercise other rights provided for by the provisions of the Agreement and the applicable legislation of the Republic of Kazakhstan.

## **6. RESPONSIBILITY OF THE PARTIES**

45. For failure to fulfil or improper fulfilment of obligations under the Agreement, the Parties shall be responsible in accordance with the internal documents of the Bank, the terms and conditions of the Agreement, and in cases not provided for by the Agreement – established by the applicable legislation of the Republic of Kazakhstan.

46. The Parties shall bear mutual responsibility for violation of obligations under the Agreement only in the amount of actual damage and if there is fault of the Party.

47. Responsibility for damage arising from the unauthorized access of third parties to the RBSS shall be imposed on the guilty Party.

48. In case of proper execution by the Bank of paragraph 51.2. of the Agreement, the Bank shall not be responsible for unauthorized payments made from the Client's bank account and/or other transactions made through the RBSS.

49. The Bank shall not be responsible for:

- the Client's lack of information on changes in the terms and conditions of the Agreement and/or Tariffs of the Bank, if the Bank properly fulfils its obligations in accordance with paragraph 42.5 of the Agreement;
- violation of secrecy in the bank account(s) caused by the Client's failure to comply with the requirements for the RBSS operation;
- if the information on the Client's password, Login becomes known to other persons as a result of listening or interception of communication channels during their use;
- in the event of levy of execution on money held in the bank account(s) on the grounds and in the manner established by the legislation of the Republic of Kazakhstan;
- errors, delays or failure of the Client to gain access to the RBSS associated with a malfunction of the Client's equipment or communication channels;
- damage to the equipment of the Client or information kept in the equipment of the Client, for the security of the software and personal computer/mobile phone of the Client against various viruses and other damages;
- funds, products and services through which services are provided in the remote banking service system provided by a third party (Internet service provider, etc.);
- unauthorized access to information constituting bank secrecy resulting from disclosure by the Client:

1) Login and Password required to log into the Internet Banking, "Mobile Banking" systems;

2) loss or transfer by the Client to a third party of a mobile phone or other means of access to Mobile Banking with a registered telephone number;

- unauthorized access to the Client's money placed on its bank accounts, due to the Client's disclosure of a Login and a Password required to log into Internet Banking/Mobile Banking and the Client's loss or transfer to a third party of a mobile phone with a registered phone number to which information on a confirmation code is received;

- impossibility of making a payment or transfer in accordance with the requirements of foreign legislation or at the instruction of an authorized state body of a foreign state.

- for losses/damages caused to the Client as a result of transactions on the bank account(s) on the basis of relevant decisions (resolutions) of authorized state bodies, and also if transactions are not performed due to restrictions/measures/sanctions National Bank of the Republic of Kazakhstan and/or through the fault of correspondent banks participating in the transaction.

50. The Bank's responsibility to the Client, in case of violation of the terms and conditions of the Agreement, shall be limited to the amount of the forfeit documented by the actual damage caused to the Client as a result of the Bank's violation of its obligations established by the Agreement. Under no circumstances Bank shall be responsible to the Client for any indirect or incidental loss or damage (including lost profit), even if it has been notified of the possibility of such loss or damage.

51. The Client agrees to protect the Bank from all claims and/or legal proceedings, to reimburse the Bank, upon the latter's request, for any costs, damages and damages of any kind to which the Bank may be subject to failure to fulfil and/or improper fulfilment by the Client of its obligations under the Agreement.

52. The accrual and presentation of penalties is a right, not an obligation of the Parties, and if they are not presented, they are not subject to accrual and payment.

## **7. PROCEDURES FOR ENSURING SAFETY WHEN WORKING IN THE RBSS**

53. The Remote Banking Systems for individuals are designed for remote management of the bank account(s) using the public Internet, ATM network and information and payment terminals, with a guaranteed level of security and confirmation of all transactions by a confirmation code provided to the Remote Banking Service Client to his registered phone number or by push notification, depending on the notification method selected by the Client.

54. To ensure a guaranteed level of security, the RBSS system includes the following means of protection:

1) communication channels are provided by the Internet provider using protection services against illegitimate traffic;

- 2) for the network security of the Bank, as well as for network access control, hardware and software firewalls with packet filtering functions and application-level firewalls are used, as well as means of authentication, identification and analysis of traffic and equipment logs;
- 3) lack of storage of confidential information on the Web-server published on the global Internet;
- 4) implementation of secure data exchange between the Client and the RBSS server by using traffic encryption algorithms, which allow to eliminate the situation of server spoofing, early detection of security flaws by comparing the messaging protocols on the Client and server side. Confidentiality of the transmitted information shall be provided by data encryption, using authentication procedures, authorization for logging into the RBSS and confirmation of transactions, as well as confirmation of all transactions by the confirmation code provided to the Client by the Bank;
- 5) integrity of the transmitted information shall be ensured by hashing each encrypted packet;
- 6) for the registration of the Client in the RBSS, it is required that the Client has a Login, a password, an active mobile telephone number issued in the name of this Client and Internet access;
- 7) when first logging into the "Internet Banking" systems with a non-personalized password obtained during registration, a one-time password received as an SMS message when registering in Mobile Banking, a mandatory password change takes place. Requirements for a password and work in the RBSS systems for the security of the Client are regulated as follows:
  - password length of at least 8 characters;
  - requirements for the complexity of a password (a password must contain: numbers, letters of different register, special characters);
- 8) if the computer/phone after the Client has logged into the Internet Banking/"Mobile Banking" system remains inactive for more than 10 (ten) minutes, the Internet Banking/"Mobile Banking" system automatically logs out and ends the session;
- 9) authentication of the Client's request for the receipt of an electronic banking service through the RBSS is performed by the Bank automatically by requesting a confirmation code. Every action of the Client in the RBSS requires confirmation by means of a confirmation code provided to the Client by the RBSS through messages to the registered phone number, thereby confirming the validity of the transactions, which protects the Client from fraudulent actions of cybercriminals and cybercriminals;
- 10) the content of the messages sent unambiguously indicates the confirmation of a specific action in the RBSS systems and has a unique identifier;
- 11) after three attempts of entering an incorrect password, the Bank automatically blocks the Client's access to the RBSS. To unblock access to the RBSS, the Client needs to contact the 24-hour support service. If the Client cannot remember its password to log into the "Internet Banking" system for some reason, it needs to

contact the Bank to get a non-personalized password and log in to Internet banking with a subsequent password change;

12) Password recovery in Mobile Banking is performed by the Client independently on the login page in Mobile Banking.

55. To ensure the required level of security when working in the RBSS, the Client is recommended to independently ensure an adequate level of security, including but not limited to the following:

1) when logging into the "Internet Banking" system, it is only necessary to enter a Login and a Password. The Bank does not request any other information;

2) to prevent the disclosure of a login, a password to third parties (including Bank's employees or relatives of the Client);

3) to prevent the use of various unlicensed, third-party, doubtful, as well as untested software for malicious programs;

4) it is necessary to use licensed, timely updated antivirus software. The effect of viruses can be aimed at intercepting identification information that is reflected when working in the RBSS, and transmitting it to attackers;

5) use of modern operating systems, with automatic timely updates recommended by the manufacturer to eliminate the vulnerabilities identified in it and the implementation of regular updates (patches) of the operating system and browser;

6) to refuse connection to a computer of alienable media not scanned for viruses;

7) to provide additional security when working from a computer, the Client may use the "Virtual Keyboard" when entering a password, thereby excluding the possibility of interception of the entered characters by malicious software;

8) refuse to use in a password your name, date of birth, only numbers or simple words;

9) refuse to save passwords in programs that establish an Internet accession in text files on a computer or on other electronic media, as there is a risk of its being stolen and compromised;

10) after the end of the work, the Client must close the RBSS window using the "Exit" button and never leave unattended its computer/telephone with the current session in the RBSS;

11) in case of any doubts about the correct functioning of the RBSS, to immediately contact the Bank;

12) in case of browser warnings about redirecting the Client to another site when connecting the "Internet Banking" system, the Client should postpone the execution of transactions and contact the round-the-clock support service.

56. For the analysis of a dispute (conflict), the Bank shall maintain archiving of all instructions sent/received by the Client and the Bank. All actions of the Client in the system of the documentation shall be recorded in electronic journals formed by the system.

57. Upon detection of unauthorized access and/or attempts of such access to information constituting banking secrecy, its unauthorized alteration, unauthorized payment or transfer of money and other unauthorized actions, as well as situations that pose a threat to the information security of the Bank and the Client services,

the Bank shall notify the Client thereof not later than the next business day after their detection by sending such notifications through communications channels determined by the Agreement for the Provision of Electronic Banking Services, and immediately take all necessary measures to eliminate their consequences and prevent their appearance in the future. The Bank shall have the right to suspend the provision of electronic banking services.

## **8. SUSPENSION AND TERMINATION OF THE PROVISION OF ELECTRONIC BANKING SERVICES**

58. In case of suspension or termination of the provision of electronic banking services on the grounds provided for by the Agreement, the Bank shall notify the Client by sending a notification in the manner provided for by the Agreement or an SMS message to the registered phone number not later than the next business day after the relevant decision is taken.

59. Suspension or termination of the provision of electronic banking services may be carried out by the Bank:

59.1. if the Client fails to fulfil its obligations provided for by the Agreement;

59.2. in case of malfunction of technical means ensuring the provision of electronic banking services;

59.3. on the initiative of the Client on the basis of its application submitted;

59.4. for other reasons stipulated by the applicable legislation of the Republic of Kazakhstan, the Bank's internal documents and/or the Agreement.

60. When eliminating the reasons that caused the suspension of the Client's right to receive electronic banking services, the provision of electronic banking services to the Client shall be resumed at the discretion of the Bank.

61. Within 3 (three) business days from the date of resuming the provision of electronic banking services, the Bank shall notify the Client by sending a notification in the manner provided for by the Agreement or an SMS message to a registered phone number.

## **9. PUBLISHING OF INFORMATION/NOTIFICATIONS**

62. Any notice and/or claim drawn up under the Agreement may be provided in writing or by publication of relevant information, as well as by other means expressly provided for by the provisions of the Agreement.

63. Publication of information in the Agreement means the placement by the Bank of the information provided for in the Agreement in places and methods established by the Agreement, providing the opportunity for Clients to familiarize themselves with this information, including:

1) posting information on the Internet on the Bank's website at: <https://online.vtb-bank.kz>;

2) and/or posting of information in the operating divisions of the Bank;

3) And/or in the "Mobile banking" system in the "News" section;

- 4) and/or sending an SMS message with the announcement to the registered phone number in the manner specified by the Agreement;
- 5) and/or in the Mobile Banking system by sending a notification to the online chat / mail / push notification.
- 6) and/or in other ways at the discretion of the Bank, allowing the Client to obtain information not related to personal data.

In this case, the notice, requirement (claim), the request is considered to be received:

- when sent by courier (courier) – on the day of receipt with the appropriate mark;
- when sent by registered mail – on the 3rd (third) day after the dispatch (according to the date of the document issued by the organization of the mail at dispatch);
- when sending by e-mail – on the day of sending.

## **10. THE CIRCUMSTANCES OF POSSIBLE POWER**

64. The Parties are exempt from liability for failure to fulfil or improper fulfilment of obligations under the Agreement, if such failure to fulfil or improper fulfilment was the result of force majeure circumstances.

65. Under the force majeure circumstances the Parties understand the circumstances that arose after the signing of the Agreement as a result of unforeseen and unavoidable events of an emergency nature, such as: wars and military actions, natural disasters, actions of the legislative and/or executive authorities of the Republic of Kazakhstan, the National Bank of the Republic of Kazakhstan, prohibiting or limiting the activities of the Parties directly related to the subject of the Agreement.

66. The Party which is impossible to fulfil obligations under the Agreement due to the circumstances specified in paragraph 67 of the Agreement, must notify the other Party in writing and, upon request, provide evidence to the other Party confirming the occurrence and/or termination of force majeure circumstances. Written documents issued by the authorized body shall serve as the evidence of the occurrence and duration of the specified circumstances.

67. In the cases provided for in paragraphs 64 – 65 of the Agreement, the period for fulfilment of obligations under the Agreement shall be postponed in proportion to the period of duration of such circumstances and their consequences.

## **11. INTRODUCTION OF AMENDMENTS AND/OR SUPPLEMENTS TO THE AGREEMENT**

68. Having entered into the Agreement, the Parties agreed that the Bank has the right to unilaterally, subject to the restrictions established by the legislation of the Republic of Kazakhstan, introduce amendments and/or supplements to the Agreement, including appendices to the Agreement, including by approving a new version of the Agreement.

69. In the event of changes in the legislation of the Republic of Kazakhstan, including the regulatory legal acts of the National Bank of the Republic of Kazakhstan, the terms and conditions of the Agreement until they are modified by the Bank are applied to the extent not contradicting the requirements of the legislation of the Republic of Kazakhstan and the regulatory legal acts of the National Bank of the Republic of Kazakhstan.

70. If the Client disagrees with the amendments and/or supplements to the Agreement, the Client shall have the right to terminate the Agreement in the manner established in Section 12 of the Agreement by filling out the Application for termination of the Agreement. If, before the date of entry into force of amendments and/or supplements to the Agreement, the Bank does not receive written notice of termination of the Agreement, the Bank considers this circumstance to be an expression of consent (acceptance) of the Client with amendments and/or supplements to the terms and conditions of the Agreement.

71. The Bank shall not be responsible if the information on the amendment and/or amendment of the Agreement, published in the manner and time specified by the Agreement, has not been received and/or studied and/or correctly interpreted by the Client.

72. Any amendments and/or supplements to the Agreement since their entry into force equally apply to all persons who have acceded to the Agreement, including those who have acceded to the Agreement before the date on which the amendments and/or supplements enter into force.

## **12. VALIDITY PERIOD OF THE AGREEMENT AND TERMINATION PROCEDURE**

73. The Agreement is indefinite, provided that the cases described in clause 42.14, on which occurrence the Bank has the right to unilaterally terminate the Agreement, do not arise.

74. The Agreement shall be terminated subject to the completion of all mutual settlements between the Parties in the following cases:

- upon termination of the activities of one of the Parties;
- at the time of closing on any grounds of the last bank account for which transactions were performed using the RBSS;
- upon termination unilaterally in accordance with the provisions of the Agreement;
- in other cases stipulated by the applicable legislation of the Republic of Kazakhstan.

Before the date of termination of the Agreement, the Client shall be obliged to pay the debt to the Bank arising from the performance of the Agreement in full.

75. Upon termination of the Agreement, access to the RBSS is blocked, and money paid by the Client to the Bank under the terms and conditions of the Agreement is not refundable.

76. Termination of the Agreement does not relieve the Parties from fulfilling obligations arising during the validity period of the Agreement, and does not entail termination of obligations under the banking service agreement(s), other agreements/contracts concluded between the Bank and the Client.

77. Upon termination of the Agreement, the Client undertakes to destroy its key(s) and passwords created within the Agreement and not to transfer them to third parties.

### **13. PROCEDURE FOR CONFLICT RESOLUTION**

78. All disagreements, disputes and conflicts arising between the Parties as a result of non-compliance with the Agreement are resolved taking into account mutual interests through negotiations.

79. If there is a claim for a transaction performed through the RBSS, the Client shall have the right to apply to the Bank for the purpose of appealing. The transaction may be challenged not later than 30 (thirty) calendar days from the date of the transaction, otherwise the transaction is considered authorized and confirmed by the Client.

80. An appeal against the transaction in accordance with paragraph 79 of the Agreement shall be executed by a written application to the Bank, drawn up in the form specified by the Bank.

81. The Bank shall, within not more than 30 (thirty) calendar days, taking into account the requirements of the applicable legislation of the Republic of Kazakhstan and/or internal documents of the Bank, consider the Client's application and satisfy the Client's claim or send a written response (opinion) to the Client about the groundlessness of its claim.

82. In case of disagreement with the opinion of the Bank, the Client shall send to the Bank a written notice of its disagreement with the request to form the Commission to resolve a dispute (hereinafter – the "Commission"). The Commission shall be created from representatives of both Parties.

83. The Parties recognize the decisions of the Commission, drawn up by the act, binding on the parties to a conflict and undertake to voluntarily implement the decisions of the Commission within the time limits set therein.

84. If one of the Parties is found guilty as a result of the work of the Commission, then the Party undertakes to compensate the other Party for the actual damage caused.

85. Refusal of any Party to participate in the creation or transaction of the Commission may lead to the impossibility of its creation and transaction, but it cannot lead to the impossibility of resolving a conflict in court in the manner prescribed by the applicable legislation of the Republic of Kazakhstan. In case of failure to reach an agreement of the Parties, lack of agreement on controversial issues and voluntary implementation of the Commission's decision, disputes and all materials under the Agreement are submitted to the court for consideration at



the location of the Bank or its separate structural unit in which the Client is serviced.

#### **14. FINAL PROVISIONS**

86. The Client does not object to the use by the Bank of computer-generated replicas of the Bank's seal and the signature of the person authorized to sign the Agreement on behalf of the Bank when signing the Agreement, and confirms that this does not contradict its requirements.

87. Confirmation of the registration of the Client in the RBSS is carried out only for Clients who provide accurate and complete contact information.

88. The Client agrees that the identification and authentication methods used for performing transactions within the the Agreement, means of access (login, password) are sufficient to ensure reliable transaction when receiving, transmitting, processing, storing information providing access, encryption, integrity control, and properly confirm the Bank's rights to perform transactions and provide information/details on the bank account(s) and credit obligations of the Client.

89. The Client acknowledges that the receipt of documents/instructions/ orders sent by the Client using remote access tools specified in the Agreement and in accordance with the procedures established in the relevant guides (Internet Banking Guide, Mobile Banking Guide) is legally equivalent to receiving documents on a paper medium, designed in accordance with the requirements of the legislation of the Republic of Kazakhstan.

The Client grants the Bank the right to use the documents generated and transferred to them in the manner and on the terms and conditions specified in the Agreement, on a par with the documents/instructions on a paper medium. The Client shall be responsible the content of such documents/instructions sent to them by the Bank in full.

90. By acceding to the Agreement, the Client guarantees that he has the necessary properly executed consent of individuals (his authorized persons) to the collection and processing by the Bank of their personal data transferred to the Bank, in accordance with the provisions of the applicable legislation of the Republic of Kazakhstan.

91. By signing the Application when joining the Agreement, the Client confirms that the Bank has provided the Client with the necessary time to become familiar with the terms and conditions of the Agreement.

92. The Parties agreed that all information received by them under the Agreement is confidential, and its disclosure in any way to any third parties, without the prior written consent of the other Party, is not allowed.

The prohibition established by this provision of the Agreement does not apply to cases where the provision or disclosure of such information is subject to the requirements of persons and bodies directly authorized by the legislation of the Republic of Kazakhstan.

93. The Agreement is drawn up in the state and Russian languages. In the event of a conflict between the texts of the Agreement in the state and Russian languages, the Parties agreed to be guided by the text of the Agreement in Russian.

94. As for the rest not provided by the Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

## 15. BANK DETAILS

<b>Address of Head Office:</b> 26/29 Timiryazev street, <b>Almaty city, 050040, Republic of Kazakhstan</b> tel.: +7(727) 330-50-50 fax: +7(727) 330-40-50 e-mail info@vtb-bank.kz	<b>Legal address:</b> 26/29 Timiryazev street, <b>Almaty city, Republic of Kazakhstan</b> tel.: +7(727) 330-50-50 fax: +7(727) 330-40-50 e-mail info@vtb-bank.kz <b>License for banking transactions:</b> No. 1.2.14/39 dated February 3, 2020 OKPO CODE: 50507796 OKED: 64191	<b>Bank details:</b> Correspondent account KZ06125KZT10013020 62 in State Institution "National Bank of the Republic of Kazakhstan" BIC VTBAKZKZ
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Chairperson of the Management Board \_\_\_\_\_

**D.A. Zabello**

## GLOSSARY

- 1) Authorization – confirmation/permission by the Bank of actions performed by the Client for performing transactions in the RBSS;
- 2) Acceptance – the Client's actions confirming his / her will to enter into this Agreement, as well as the agreement/contract on the provision of the Remote Banking Services by the Bank, including, but not limited to, entering a one-time confirmation code.
- 3) Authentication – confirmation of the authenticity and correctness of the electronic document by using the security procedure established by the Bank;
- 4) Bank – Subsidiary VTB Bank JSC (Kazakhstan);
- 5) Bank deposit/deposit – money transferred to the Bank on terms of repayment of this amount in nominal terms with accrued interest, the amount of which is established by the bank deposit agreement;
- 6) Bank loan/loan – money provided by the Bank to the Borrower on the terms of repayment, payment, urgency and other conditions determined by the bank loan agreement;
- 7) Bank account - a method of reflecting and accounting the Client's money movement in the Bank, as well as contractual relations for the Client's banking services between the Bank and the Client. Bank accounts opened to the Client are divided into:
  - a) current account – a bank account opened by the Bank to the Client pursuant to the Bank Account Agreement;
  - b) savings account – a bank account opened by the Bank to the Client pursuant to the Bank Deposit Agreement.
- 8) Statement – statement of the movement of money in the Client's bank accounts, which contains information determined by the regulatory legal act of the authorized body provided through the RBSS;
- 9) Payment card holder – an individual who shall have the right to use a payment card (including an additional payment card) in accordance with a bank account agreement or a bank loan agreement concluded with the Bank;
- 10) Additional payment card – a payment card issued on the basic card account in the name of the person declared by the basic card holder, including the name of the basic card holder himself, which grants the holder of an additional card the right to access money on the account through electronic terminals or other devices. The basic card holder shall have the right to set a limit on the amount of money/period for performing card transactions on an additional card;
- 11) Registered telephone number – a mobile number assigned by a mobile operator to a SIM card issued to a Client, using which electronic banking services

are provided, the information on which is provided to the Bank by the Client when connecting to electronic banking services;

12) Client's orders/Orders – an order/instruction of the Client, certified by the confirmation code, transmitted to the Bank via the communication channels used when the Bank provides electronic banking services, for the Bank to make payments/money transfers from the Client's bank accounts according to the details determined by the Client;

13) Internet Banking/Internet Banking (IB) System is a service of alternative service channels of the Bank for the provision of electronic banking services to Bank Clients via the Internet through the website <https://online.vtb-bank.kz>;

14) Internet – a worldwide system of integrated telecommunications networks and computing resources for the transmission of electronic information resources;

15) Information banking services – electronic banking services related to the Bank providing the Client with information on balances and cash flows on its bank accounts, on payments and money transfers made, on the outstanding debt, the amount of payment under a bank loan agreement concluded with the Bank, and other information on banking services provided and provided, at the request of the Client or under the relevant agreement concluded between the Bank and the Client in the manner provided for by the Agreement;

16) Transaction Confirmation Code (hereinafter referred to as the “confirmation code”) – a one-time code consisting of unique consecutive electronic digital characters created by the Bank's software and hardware at the request of the Client, designed to gain access to electronic banking services and confirm transactions in the Remote Banking System (payments, transfers, applications, etc.);

17) Client – a person who has signed with the Bank an Agreement on opening a current account and/or on issuing and using a payment card of international payment systems, who is the Holder of the Bank's payment card, or a person who has signed a Bank Account Agreement with the Bank and uses electronic banking services through the Remote Banking System;

18) Bank's rate – foreign currency purchase/sale/conversion rate set by the Bank as of the date of the transaction;

19) Login – an alphanumeric identifier intended for authorization of the Client, consisting of letters and numbers of the Latin alphabet, independently determined by the Client. At the request of the Client, a Login can be generated by the Bank by automatically generating random letters and numbers;

20) Limit – the amount of money available for performing transactions using IB/MB on the corresponding bank account of the Client;

21) Mobile Banking / Mobile Banking System (MB) – software designed to provide electronic banking services to the Bank Customers via a mobile phone or other device supporting the VTB KZ Online mobile application and the Internet access;

22) Messenger – a program, mobile application or web service for instant messaging;

- 23) Operator – a legal entity that has entered into an agreement with the Bank to accept payments from individuals in its favour;
- 24) Mobile operator – a legal entity providing mobile services in the Republic of Kazakhstan;
- 25) Transaction day – a period of time within one business day of the Bank, during which the Bank's clients are serviced. The duration of the transaction day is determined by the Bank independently and established by the Order of the Chairperson of the Bank's Management Board;
- 26) Payment card is a credit/debit card, which is a means of accessing money held in a current account, through electronic terminals or other devices, and intended to perform card transactions by its holder within a fixed amount of money (limit), which is settled at the expense of money Client on current account, or loan(s) provided by Bank to Client within credit limit in accordance with bank loan agreement, including in case of insufficiency or absence and on the current account of money, as well as for performing other transactions determined by the Bank and on its terms. All payment cards have the Bank's logo (sign of belonging to the Bank);
- 27) User interface – a set of elements and components of the program that ensure the interaction of the Client with the RBSS;
- 28) Service provider (provider) – a legal entity that provides various types of services to the public, in favour of which payments are received;
- 29) Application – software for a mobile phone, which is installed by the Client independently for the possibility of obtaining electronic banking services through mobile communication
- 30) Security procedure – a set of organizational measures and software and technical means of protecting information that are used to identify the Client when composing, transmitting and receiving electronic messages to establish its right to receive electronic banking services and to detect errors and/or changes in the content of transmitted and received electronic messages;
- 31) Password – a set of alphanumeric characters specified by the Client when registering with the RBSS, later used by the Client to access the RBSS for receiving Electronic Banking Services (when creating and changing a Password, Latin letters and numbers are entered, as well as special characters, at least 6 characters). Password unknown to the Bank.
- 32) Push notification – a duly formatted short text message transmitted by the Bank to the Client to the saved device via the VTB KZ Online mobile application, if the Client agrees to receive push notifications. The push notification can contain a confirmation code, advertisement or information;
- 33) SMS message – a duly formatted short text message transmitted by the Bank to the Client through the mobile operator. The SMS message may contain a confirmation code, advertisement or information;
- 34) Session – a period of time during which the Client continuously uses electronic banking services through the RBSS. If the Client within 10 minutes does not perform any actions in the RBSS, the session is automatically terminated,

and re-record into the RBSS is performed by re-entering the Client's Login and password;

35) Remote Banking Service System (RBSS) is a set of software and hardware facilities of the Bank, allowing Clients to carry out certain types of banking transactions stipulated by the legislation of the Republic of Kazakhstan through Internet communication channels, mobile and fixed telephone communications, e-mail and other telecommunication technologies;

36) Client Service – responsible employees of the Bank who provide round-the-clock (without holidays and weekends) advices to the Remote Banking System Clients;

37) Tariffs is an internal document of the Bank establishing the amount of remuneration paid by the Client for banking services provided by the Bank, posted on the Bank's website <https://online.vtb-bank.kz>;

38) Electronic payment services is electronic banking services related to the opening and closing by the Client of a bank(s) account(s), making payments and money transfers, exchange transactions with non-cash foreign currency and other types of banking transactions not related to information banking services; are provided through the use of identification means provided by the legislation on payments and payment systems;

39) Electronic banking services is services related to the Client's access to its banking account(s) via remote access systems for receiving payment services and information banking services;

40) Electronic statement – an extract on the cash movement on the Client's bank accounts, which contains information defined by the regulatory legal act of the authorized body, issued in the Remote Banking System.