Appendix No. 3 to the Minutes of the Board of Directors No. 931 dated October 25, 2022 Standard form of the Agreement for accession of a bank deposit (for individuals and legal entities) Approved by the decision of the Board of Directors No. 931 dated October 25, 2022

#### AGREEMENT FOR ACCESSION OF A BANK DEPOSIT (For individuals and legal entities)

# **1. GENERAL PROVISIONS**

1.1. This Agreement for accession of a bank deposit (hereinafter – the Agreement) determines the standard terms of money depositing (hereinafter – the Deposit) by the Depositor on the bank deposit account (hereinafter – the Account) in the Associated Bank "Kazakhstan-Ziraat International Bank" Joint Stock Company (hereinafter – the Bank) on the terms and conditions set forth in this Agreement. Agreement and conditions of Deposits (term, interest rate, annual effective rate, currency, minimum deposit amount, minimum amount of additional deposit, amount of minimum balance and other conditions) are approved by the Bank authorized body, and published on the Bank's official website at: www.kzibank.kz (hereinafter – Bank web-site) and/or in the customer service areas of Bank branches. The Agreement is an Agreement of accession, which is concluded in accordance with Article 389 Civil Code of the Republic of Kazakhstan.

1.2. The Agreement is concluded by submission to the Bank branch of Application for opening a bank deposit (hereinafter – the Application) signed by the Depositor. The conditions of Deposit (type of Deposit, currency of Deposit, amount, term, interest rate, annual effective interest rate, method of interest payment as well as possibility of replenishment/partial withdrawal operations and conditions of early termination of the agreement) are determined in the Application.

1.3. Acceptance of the Application by the Bank from the Depositor means the Depositor's accession to the Agreement. The Application is considered accepted after the Bank marks the acceptance on the Application. Application signed by the Depositor shall constitute an integral part of Agreement. The Application completed and signed by the Depositor certifies that the Depositor has received, read, understood and accepted the Agreement in its entirety, without any comments or objections.

1.4. The Agreement shall be deemed to have been executed and come into force from the date of receipt of the Deposit amount to the Account, and shall be deemed as ceased to have effect upon the performance by the Parties of all its terms and conditions, including the making complete mutual settlements between the Parties. The issues not mentioned in the Agreement, but relating to the subject matter of the Agreement, shall be governed by the laws of the Republic of Kazakhstan.

# 2. TERMS AND DEFINITIONS

Bank – Associated Bank "Kazakhstan-Ziraat International Bank" Joint Stock Company.

- **Deposit** monetary funds deposited for a specified term to the Account on the terms and conditions set forth in the Agreement and Application.
- **Depositor** client, individual or legal entity, in whose name the Account was opened and the Deposit was made in accordance with the Agreement.

Annual effective interest rate – interest rate on a verifiable, annual, effective, comparable basis.

- Agreement Agreement for accession of a bank deposit specifying the terms and procedure of Deposit placement in the Bank Account.
- Application application for opening a bank deposit, shall constitute an integral part of the Agreement and determine the terms and conditions of the Deposit to be placed, such as: type of Deposit, currency of Deposit, amount, term, interest rate, annual effective interest rate, method of interest payment, possibility of replenishment/ partial withdrawal operations and terms and conditions of early termination, as well as the Depositor's identification data.
- **Prolongation of an Agreement** placement of the Deposit for a new term upon completion of its maturity.
- **Banking day** calendar day (except for national holidays and non-working public holidays) when banks conduct transactions in the Republic of Kazakhstan.
- **Savings deposit** deposit placed for a specified period. The refund of deposit is performed within thirty calendar days from the date of submission of the Application by the Depositor.

Parties – Bank and Depositor.

Account – bank deposit account of the Client in the Bank opened in accordance with the terms of the Agreement for the purpose of accounting, term/savings Deposit and reflection of transactions with it.

Individuals – individuals and entrepreneurs with no corporate status.

#### **3.** SUBJECT OF AGREEMENT

3.1. Bank accepts the Deposit from the Depositor, and places it on the Account on the terms and conditions set forth in the Agreement and Application.

3.2. The terms and conditions of the Deposit are defined in the Application for opening a bank deposit.

3.3. The Deposit is accepted by the Bank subject to the Depositor opening a current/card/settlement account (hereinafter - Current account), from which the Bank, on the basis of the Application and the Agreement, deducts the Deposit amount, or by replenishing the amount of the Deposit to the bank deposit account in cash by the Depositor.

3.4. The deposit can be replenished in cash to the bank deposit account or by transfer from the Current account of the Deposit amount specified in the Application, and secured by the Depositor on the Depositor's Current account opened with the Bank.

3.5. The document evidencing the opening of the Deposit and the account with the Bank is the Application with the Bank's marks on the acceptance of Deposit.

#### 4. BASIC CONDITIONS OF AN AGREEMENT

4.1. The interest rate specified in the Application remains fixed for the duration of an Agreement (for the entire Deposit term).

4.2. The acceptance of additional replenishment is allowed under the Deposit, if it is stipulated by the terms of the Deposit, as well as subject to observance of the minimum amount of the additional replenishment.

4.3. Additional replenishment is performed by securing on the Depositor's Current account the amount of additional replenishment, which the Bank transfers based on the Depositor's corresponding order or through Depositing the amount in cash to the bank deposit account.

4.4. If the Bank ceases the respective type of bank deposit, the Bank shall be entitled to refuse to accept additional contributions to the deposit from the moment of canceling the acceptance of such deposits.

4.5. This Agreement is also an Agreement for direct debiting of account, according to which the Depositor has provided an unconditional, indisputable consent to the Bank to withdraw funds from the Depositor's Account for the purpose of refunding the amounts of overpaid interest on the Deposit, and the commission according to the Bank's Tariffs and other amounts of the Depositor's

debt to the Bank or refund on an erroneous or unauthorized payment and/or transfer in the manner prescribed by this Agreement and within the period determined by the Bank.

4.6. The direct debiting of the Depositor's Account in order to refund the amounts of overpaid interest on the Deposit is made by the Bank independently, without providing any additional consents by the Depositor, pursuant to this Agreement.

# 5. PROCEDURE FOR PROLONGATION OF A DEPOSIT

5.1. Bank shall perform the automatic prolongation of the Deposit on the date of Deposit ending for the same term and on the same terms, except for the interest rate.

5.2. Upon the prolongation, Deposit is automatically placed for the same term under the same terms and conditions of the Agreement, at the rate set by the Bank as of the date of prolongation of the Agreement.

5.3. The automatic prolongation of the Agreement is performed not more than 6 (six) times, after which the Deposit and the accrued interest shall be paid by the Bank to the Depositor's Current account without further notice to the Depositor.

5.4. In case of changes in the interest rate during the prolongation of the Agreement, Bank notifies the Depositor of such changes, as well as of changes in the Bank's Tariffs by publication this information on the Bank's website, which the Depositor should get acquainted with independently.

5.5. If the Bank ceases the respective type of bank deposit, the Bank shall be entitled after the expiration of the Deposit (particularly after its last prolongation) not to prolong the Agreement and transfer the deposit amount to the Current account.

5.6. In case of termination of acceptance of money for this type of Deposit and impossibility of its further prolongation, the Bank shall notify Depositors by publication a relevant notice in the customer service areas of the Bank's branches and/or on the Bank's website.

5.7. The terms of individual Deposits guaranteeing shall be established in accordance with the applicable laws of the Republic of Kazakhstan.

# 6. REPAYMENT OF A PART OF DEPOSIT

6.1. The repayment of a part of Deposit shall be performed upon the Depositor's request, if this condition is stipulated by the terms and conditions of the deposit as reflected in the Application, as well as in accordance with the requirements of the legislation of the Republic of Kazakhstan.

6.2. The repayment of a part of the Deposit is carried out by the Bank, provided that the balance on the Account after the withdrawal of the part of the Deposit will not be less than the minimum amount (minimum balance) for this type of bank Deposit, determined by the Bank.

6.3. The repayment of a part of Deposit shall be performed by crediting the requested part of the Deposit to the Depositor's Current account, or cash withdrawal via a Bank's cash desk.

# 7. REFUND OF DEPOSIT AND PAYMENT OF INTEREST

7.1. The refund of Deposit shall be performed by crediting the Deposit to the Depositor's Current account.

7.2. Interest on the Deposit is accrued from the next day after the amount is credited to the Deposit Account, at the rate established by this Agreement, taking into account 365 (Three hundred and sixty five) days a year, for the actual number of calendar days of placing money in the Deposit, and is paid in accordance with the terms of the Deposit. For the purposes of interest accrual on the Deposit, no interest is accrued on the day of acceptance of the Deposit.

7.3. The frequency of payment (capitalization) of interest on the Deposit is set in the Application. In case of prolongation of the Deposit, periodicity of interest payment on the Deposit is not changed.7.4. Upon payment (capitalization) of interest, a Bank shall withhold taxes to be paid by the Depositor in connection with income generation in cases, amounts and in the manner prescribed by the applicable laws of the Republic of Kazakhstan.

7.5. If the date of refund of the Deposit/payment of interest falls on a weekend or holiday, the refund of the Deposit/payment of interest, taking into account capitalization, shall be performed on the first business day following the weekend/holiday.

7.6. The refund of the Deposit shall be performed on the day following the day of expiry of the Agreement. In case of early termination of the Agreement, refund of the term Deposit shall be performed not later than 7 (Seven) calendar days, and the savings Deposit of an individual - not later than 30 (Thirty) calendar days from the date of submission by the Depositor of Application for termination of the Agreement, in accordance with clause 2-1 Article 765 Civil Code of the Republic of Kazakhstan.

7.7. No interest shall be accrued from the date of fulfillment by the Bank of third party claims to withdraw the Deposit amounts from the Account on the grounds stipulated by the current legislation of the Republic of Kazakhstan, except for cases of accrual of interest upon attachment under clause 9.2.10 of this Agreement.

## 8. EARLY TERMINATION OF AGREEMENT

8.1. Early termination of the Agreement shall be performed at the initiative of the Depositor on the basis of his/her application, according to the terms and conditions of the Deposit, by agreement of the Parties or at the initiative of the Bank in the cases and according to the procedure provided for by the applicable legislation of the Republic of Kazakhstan and this Agreement.

8.2. In case of early termination of the Agreement (particularly after automatic prolongation) at the initiative of the Depositor or at the initiative of Bank, particularly by mutual consent of the Parties, interest shall be paid in accordance with the terms and conditions of the Deposit.

# 9. BANK'S RIGHTS AND OBLIGATIONS

9.1. Bank is entitled to:

9.1.1. Make changes and additions to the Agreement, to the terms of the Deposit, tariffs, in the manner prescribed by the laws of the Republic of Kazakhstan and this clause of the Agreement. Bank shall publish a notice of amendments and additions in the customer service areas of the branches and/or on the Bank's website at least ten calendar days before the date of its enactment. The non-receipt by the Bank of written application to close the Account from the Depositor before the effective date of the amendments/supplements means the Depositor's consent to the new (amended) version of the Agreement. An Additional agreement to the Agreement is not concluded and a written confirmation of the Depositor's consent is not required.

9.1.2. Alter the terms of guaranteeing the Deposit of an individual under this Agreement on an unilateral basis, if such conditions are stipulated in accordance with the requirements of the legislation of the Republic of Kazakhstan.

9.1.3. Require the provision of documents in accordance with the list determined by the Bank when opening an Account for the Depositor, in accordance with the current legislation of the Republic of Kazakhstan and the regulatory legal acts of the National Bank of the Republic of Kazakhstan, as well as documents related to banking operations conducted on the Account, including, but not limited to, for the purposes of countering legalization (laundering) of proceeds from crime and financing of terrorism, and compliance with the requirements of the currency legislation of the Republic of the Republic of Kazakhstan.

9.1.4. Verify the identity of the signature of the Depositor, an authorized representative of the Depositor, in the document proving his identity, with the signature indicated in the Application and the document with sample signatures, when conducting operations on the Account of the Depositor. Not perform operations on the Account until the circumstances are clarified, if the signature does not match.

9.1.5. Refuse to conduct transactions with money and / or other property, as well as to establish business relations and / or terminate business relations with the Client, if there are suspicions that

the business relations are used by the client for the purpose of legalization (laundering) of proceeds from crime, or financing of terrorism.

9.1.6. Suspend debit transactions on the bank accounts of the Client included in the list of persons associated with the financing of terrorism and extremism, as well as in the list of organizations and persons associated with the financing of the proliferation of weapons of mass destruction, as well as on the bank accounts of the Client, the beneficial owner of which is an individual included to the list of persons associated with the financing of terrorism and extremism, as well as to the list of organizations and persons associated with the financing of terrorism and extremism, as well as to the list of organizations and persons associated with the financing of the proliferation of weapons of mass destruction.

9.1.7. Write off without acceptance from the Current Account the amounts of the overpaid interest on the Deposit, the commission fee, in accordance with the Bank's Tariffs in force on the date of the provision of services, in the manner prescribed by this Agreement, for operations performed on it, as well as the amount of debt on transactions concluded between the Parties.

9.1.8. Suspend the withdrawal of the Deposit on the grounds and in the manner prescribed by the Law of the Republic of Kazakhstan "On counteracting the legalization (laundering) of proceeds from crime and the financing of terrorism".

9.1.9. Use the Deposit amount at the discretion of the Bank for purposes that do not contradict the requirements of the legislation of the Republic of Kazakhstan, within the term of the Agreement.

9.1.10. Fulfill the requirements of third parties to withdraw the Deposit / part of the Deposit from the Depositor's Account without his/her consent, and suspend debit transactions, in cases provided for by the current legislation of the Republic of Kazakhstan and this Agreement.

9.1.11. Change the interest rate on the Deposit unilaterally, in case of prolongation of the Deposit, if by the moment of the prolongation of the Deposit, for this type of Deposit, a different interest rate is in effect.

9.1.12. Close the Account, in cases and in the manner provided for by the current legislation of the Republic of Kazakhstan and this Agreement.

9.1.13. Set limits on the amount of transactions and the time of transactions in Internet Banking.

9.2. Bank is obliged to:

9.2.1. Keep records of the Deposit on the Account during the term of the Agreement.

9.2.2. Accrue and pay interest on the Deposit, in accordance with the terms of the Agreement and the Application.

9.2.3. Upon the Depositor's request, to provide the bank statements, account statements, unless otherwise provided by applicable laws of the Republic of Kazakhstan.

9.2.4. Return the Deposit upon receipt of the Depositor's demand for refund of the Deposit in the manner prescribed by this Agreement and the Application, unless otherwise provided by applicable laws of the Republic of Kazakhstan.

9.2.5. Repay a part of the Deposit at the request of a Depositor, if it is stipulated by the Agreement and the Application.

9.2.6. Ensure strict confidentiality of operations performed on the Depositor's Account. Information regarding operations on the bank accounts of the Depositor may be disclosed to third parties only in the manner prescribed by the legislation of the Republic of Kazakhstan.

9.2.7. Fulfill the requirements of the competent government agencies to seize the Depositor's money, suspension of debit transactions in the account or collection orders on the basis of properly completed and duly executed and submitted decisions (decrees, rules) of the relevant competent government agencies in accordance with the requirements of the current legislation of the Republic of Kazakhstan.

9.2.8. Resume operations on the Account on the basis of written notifications from the relevant authorized bodies on the cancellation of decisions (resolutions, rulings) on the arrest of money or the suspension of debit transactions, in accordance with the requirements of the current legislation of the Republic of Kazakhstan.

9.2.9. Conduct direct debiting of money from the Account, only in cases provided for by the legislation of the Republic of Kazakhstan, this Agreement or concluded transactions between the Parties.

9.2.10. Accrue interest on the Deposit on the terms of this Agreement, in cases of arrest on the Deposit or its part.

9.2.11.Refund the Deposit on the basis of the Depositor's application for closing the account within the terms established by the legislation of the Republic of Kazakhstan.

9.2.12.Notify the Depositor about changes in the interest rate before the expiration of the Deposit, in accordance with the terms of this Agreement, by publication a relevant notice in the customer service areas of the Bank's branches and/or on the Bank's website, in case of a downward change in the rate during the prolongation of the Deposit, without concluding an additional agreement.

9.2.13.Execute orders/demands of third parties to withdraw the Deposit/part of the Deposit, if it is provided by the legislative acts of the Republic of Kazakhstan and/or this Agreement.

9.2.14. Refuse an individual or legal entity to establish business relations, as well as to conduct transactions with money and / or other property, if it is impossible to take measures to conduct a due diligence of the Client in accordance with the requirements of the Law on Counteracting the Legalization (Laundering) of Criminally Obtained Proceeds and Financing terrorism.

9.2.15. Perform other duties stipulated by the current legislation of the Republic of Kazakhstan.

#### 10. RIGHTS AND OBLIGATIONS OF THE DEPOSITOR

10.1. <u>Depositor is entitled to:</u>

10.1.1. Cancel the Agreement if the Bank makes changes/additions to the Agreement by sending the Bank a relevant application before the day the changes/additions enter into force.

10.1.2. Obtain complete information about the status of Account.

10.1.3. Make additional replenishment to the account, if it is stipulated by the terms of the Deposit.

10.1.4. Call for Deposit amount/part of the Deposit, if provided for by the terms and conditions of the Deposit, and the interest accrued in accordance with the terms and conditions of the Agreement and Application.

10.1.5. Close the account upon the Application for closing of the account, subject to absence of outstanding claims to the account, as well as in accordance with the requirements of legislation of the Republic of Kazakhstan.

10.1.6.Entrust the management of Deposit and interest to another person in accordance with the requirements of legislation of the Republic of Kazakhstan.

10.1.7. Early terminate the Agreement:

- For the Term Deposit by notifying the Bank 7 (Seven) calendar days in advance.
- For a Savings Deposit of individual, notifying the Bank 30 (Thirty) calendar days in advance on the application.

according to clause 2-1 Article 765 Civil Code of the Republic of Kazakhstan.

10.1.8. Receive the guaranteed compensation on the Deposit of individual in case of enforced liquidation of the Bank in the amount and manner prescribed by the current legislation of the Republic of Kazakhstan.

10.2. <u>Depositor is obliged to:</u>

10.2.1. Open a Current account in the Deposit currency.

10.2.2. Replenish the account with an amount of the Deposit according to the procedure established by the Agreement.

10.2.3. Keep a minimum balance in the Account in the amount specified in the Application for opening a bank deposit in case of claiming a part of the Deposit from the Account during the term of Deposit.

10.2.4. Notify the Bank in writing or by other means of communication agreed upon by the Parties of any changes in his/her requisites (identifying data, BIN / IIN number, address of registration /

residence, telephone number, e-mail address, termination of Agent powers under the Power of Attorney issued by him/her and/or cancellation of the Power of Attorney issued by him/her and other information - with the provision of supporting documents at the request of the Bank) no later than 3 (Three) business days from the date of the change.

10.2.5. Comply with the terms of the Agreement.

10.2.6. At the request of the Bank, authorized bodies, provide the Bank with information on conducted transactions and other information within the framework of anti-money laundering programs, as well as anti-fraud in the manner prescribed by the current legislation of the Republic of Kazakhstan.

10.2.7. Pay for the Bank's services according to the approved tariffs.

10.2.8. Find out about changes in Bank's rates and tariffs in branches of the Bank independently, by the Bank's call center phone and/or on the Bank's website.

10.2.9. Return the amount of overpaid interest in the manner and on the terms and conditions set forth in this Agreement.

#### 11. SETTLEMENT OF DISPUTES, RESPONSIBILITY OF THE PARTIES

11.1. Parties shall take whatever action is appropriate so that the disputes and disagreements that may arise between the Bank and the Depositor in the implementation of this Agreement to be resolved on the principles of good will and mutual consent. If disagreements and disputes between the Bank and the Depositor are not resolved in the course of negotiations, then the resolution of these issues may be referred to the judicial authorities of the Republic of Kazakhstan.

11.2. In all other respects not specified by this Agreement, Parties shall be governed by the laws of the Republic of Kazakhstan.

11.3. Parties shall not be liable for failure to perform or improper performance of obligations under this Agreement if its performance was prevented by force majeure circumstances beyond the reasonable control of the Parties, as well as the adoption of laws, decrees, ordinances and regulations by state authorities that prevent the Parties from performing their obligations under this Agreement.

#### 12. GUARANTEEING THE DEPOSIT OF AN INDIVIDUAL

12.1. At the time of the conclusion of an Agreement, Deposit of an individual is a subject to mandatory guarantee of deposits by the Kazakhstan Deposit Insurance Fund JSC.

12.2. The conditions of guaranteeing the Deposit of an individual are determined by the provisions of legislation of the Republic of Kazakhstan.

12.3. In case of changes in legislation of the Republic of Kazakhstan on the issues of deposit guaranteeing, terms of guaranteeing determined in view of changes in legislation of the Republic of Kazakhstan, shall apply to the Deposit of an individual.

12.4. Bank is a member of mandatory deposit insurance system which obligations for refund of attracted deposits are guaranteed by the applicable legislation of the Republic of Kazakhstan and the Organization performing the mandatory guaranteeing of deposits. Bank acts on the basis of Certificate No. 28 dated October 14, 2011 issued by the authorized agency performing mandatory guaranteeing of deposits.

# 13. PROCEDURE OF TERMINATION OF THE AGREEMENT, CLOSING OF ACCOUNT

13.1. Termination of the Agreement and closing of Account are performed:

- On the basis of the Depositor's application, subject to absence of outstanding claims and/or encumbrances of third parties against the account, in the manner and within the term established by the legislation of the Republic of Kazakhstan and Bank's internal regulations.
- Independently by the Bank, in case of termination or refusal of the Bank to perform the Agreement.

• Upon mutual agreement of the Parties.

13.2. Bank is eligible to abandon performance of the Agreement on the grounds and in the manner prescribed by the Republic of Kazakhstan Law "On Payments and Payment Systems", Republic of Kazakhstan Law "On Counteracting the Legalization (Laundering) of Proceeds of Crime and the Financing of Terrorism" and other regulatory and legal acts of the Republic of Kazakhstan.

13.3. In case of Bank refusal to perform the Agreement, Bank shall terminate the Agreement and close the Account.

13.4. When closing the Account, Bank cancels the bank deposit account (IIC).

13.5. When closing the Account, Bank shall notify the tax authorities in the cases, in the manner and within the terms established by tax legislation of the Republic of Kazakhstan.

13.6. In case of Bank refusal to perform the Agreement, Bank shall also perform other actions stipulated by the legislation of the Republic of Kazakhstan.

## 14. FINAL PROVISIONS

14.1. This Agreement is drawn up in the Kazakh and Russian languages, having equal legal force, shall enter into force from the date of Deposit amount receipt to the Account and shall be valid until the expiration of the Agreement. In case of divergence in interpretation, the Russian text shall prevail.

14.2. Hereby the Client expresses unconditional and irrevocable consent:

- For collection, processing of personal and/or other data and transfer of such data to credit bureaus;
- For obtaining by the Bank from the government and non-government databases (further GDB) of information about the client, authorized representative of the client;
- For provision to the Bank by the credit bureau of information about the client, authorized representative of the client received from GDB;
- For receipt by the credit bureau of information about the client, authorized representative of the client, from the GDB from the operators/owners of the GDB;
- For provision by the owners of GDB of information about the client, authorized representative of the client;
- To the legal entity carrying out activities for provision of public services in accordance with the legislation of the Republic of Kazakhstan by the decision of the Government of the Republic of Kazakhstan, to provide the available and incoming future information about the client, client's authorized representative;
- For receipt by the Bank of information about the client, client's authorized representative, from the "Kinship relations" GDB or other GDB by family ties, including information about children;
- For receipt by the Bank of information about the client, client's authorized representative, from the GDB, containing information constituting a tax secret, personal health data, as well as other types of legally protected secrets.

14.3. The issues not regulated by this Agreement shall be resolved pursuant to the current statutory provisions of the Republic of Kazakhstan.

14.4. In the case of a conflict between the provisions of the Agreement and regulatory acts, current statutory provisions of the Republic of Kazakhstan shall apply.

14.5. By signing the Application, Depositor confirms that he/she is notified of the conditions of the mandatory guaranteeing of deposits of individuals in banks of the Republic of Kazakhstan, being in effect at the time of signing the Application, and agrees with all the terms of this Agreement, as well as Rules on General Terms and Conditions of Transactions in the Associated Bank "Kazakhstan-Ziraat International Bank" Joint-Stock Company and the Bank's tariffs/fees, accepting it without any objections or comments.