

**Accession Agreement for servicing  
in the “KZI i-Bank” Internet Banking System for legal entities**

This Service Accession Agreement in the "KZI i-Bank" Internet Banking System for legal entities (hereinafter referred to as the Agreement) shall govern the relationship between the Customer and “SB “KZI Bank” JSC, hereinafter collectively referred to as the “Parties”, and individually as the “Party”. The terms of this Agreement shall be defined in a standard form.

The Agreement shall be concluded by submitting to the Bank an application in the form established by the Bank (hereinafter referred to as the Application for Accession), completed and signed by the Customer (his/her authorized person) in hard copy or in electronic form in ways determined by the Bank independently.

The signature of the Customer, his/her representative(s) on the Application for Accession shall mean that the Customer is familiar with the terms of the Agreement offered to him/her by the Bank, including annexes to the Agreement, and accepts them only by joining the Agreement posted on the web-site: [www.kzibank.kz](http://www.kzibank.kz) in general. The Agreement shall be considered as concluded and shall enter into force from the day on which the Bank receives the Application for Accession of the Customer, signed by the Customer or his/her representative.

**1. Terms used in the Agreement**

1.1. The terms and abbreviations used in this Agreement with a capital letter shall have the interpretation given to them in the Agreement, unless a different interpretation is contained directly in the text.

<b>Authentication</b>	Confirmation of the authenticity and correctness of the compilation of an electronic document by using the Security Procedure
<b>Administrator-user</b>	An authorized individual of the Customer, who has the right to sign this agreement, including the limits determined by the Bank and determining other levels of authority (person with authority, Approving person, Joining person, Supervising person)
<b>Bank</b>	“Subsidiary Bank “Kazakhstan Ziraat International Bank” Joint Stock Company, its branches and structural divisions
<b>Agreement</b>	Accession Agreement for servicing in the "KZI i-Bank" Internet Banking System for legal entities
<b>Trusted number</b>	Phone number of the Customer Internet banking users registered in the banking system for sending SMS.
<b>Username</b>	Mobile (cell) phone number provided by the Customer to the Bank by methods determined by the Bank independently, registered in the Bank's systems and used by the Customer to receive electronic banking services using dynamic client authentication.

<b>Customer</b>	A legal entity or a separate subdivision of a legal entity (branch, representative office), an individual entrepreneur, a private notary, a private bailiff, a lawyer, a professional mediator, a foreign diplomatic and consular representative office that has concluded this Agreement.
<b>Call Center of the Bank</b>	Information service unit of the Bank, which provides information and consulting support to the Bank's divisions and providing the necessary information to the Customers on the products and services of the Bank, as well as, providing interactive support for the Internet Banking System within the prescribed cases and scope. Bank Call Center phone +7 (727) 250 60 80, +7 (727) 240 40 00, working hours: 24/7.
<b>One-time password (OTP)</b>	A unique sequence of electronic digital symbols generated by a special secure Token Device issued to the Customer by the Bank in accordance with this Agreement, or it is a unique sequence of electronic digital symbols generated by the services of the Bank issued to the Customer by the Bank in accordance with this Agreement and sent in the form of SMS messages. OTP is used when providing access to the Customer to Electronic Banking Services and when the Customer receives Electronic Banking Services. When the Customer re-accesses the Electronic Banking Services, the use of a new Secret Code is required.
<b>Password</b>	A unique sequence of alphanumeric characters that is used to authenticate the Customer together with a one-time password for the purpose of providing access to the "KZI i-Bank" system.
<b>User</b>	An individual using the Internet banking services on behalf of the Customer, powers, limits and username of which are determined by the Administrator-User
<b>Security procedures</b>	A set of organizational measures and software and hardware information protection tools designed to identify the Customer when compiling, transmitting and receiving electronic documents in order to establish his/her right to receive Electronic Banking Services and detect errors and / or changes in the content of transmitted and received electronic documents, messages ( instructions)
<b>"KZI i-Bank" Internet Banking System</b>	Software allowing to provide the ability to remotely manage your bank accounts opened with the Bank by exchanging Electronic Documents, messages (instructions) between the Customer and the Bank via the Internet without limiting the Customer in terms of the quantity and / or amount in the Electronic Documents sent for execution to the Bank
<b>SMS</b>	It is a text-based information service component of telephone, web, or mobile communications systems that uses standard exchange protocols that allow the exchange of short messages between a fixed line or mobile devices.
<b>Rates</b>	Rates and commissions approved by the Bank, valid at the time of conducting of the relevant operation/provision of the relevant service by the Bank. The Bank's rates, according to which the Customer pays for banking services, are posted on the Bank's Internet resource, as well as in a place accessible for viewing by the Customer in the Bank's premises (operational divisions).
<b>Token</b>	A device for generating a one-time use password.
<b>Certification center, KCIS</b>	"Kazakhstani Center for Interbank Settlements of the National Bank of the Republic of Kazakhstan" Republican State Enterprise on the basis of economic control rights certifying the compliance of the EDS public key with the EDS private key, as well as confirming the authenticity of the registration certificate
<b>Company account</b>	The name of the Customer in the Internet Banking System, which

	identifies the Customer in order to provide access to the "KZI i-Bank". The Company's account is unique and the same for all users of the Customer in the "KZI i-Bank" Internet Banking System
<b>Electronic banking services</b>	Services related to the provision of banking services to the Customer by the Bank remotely via the Internet through the "KZI i-Bank" Internet Banking System

## **2. General conditions and procedure for the provision of banking services to the client**

2.1. To connect to the "KZI i-Bank" Internet Banking System, the Customer must fill out an Application for accession to this Agreement approved by the Bank and provide all duly executed documents in accordance with the requirements of the Bank.

2.2. By signing the Application for Accession to this Agreement, the Customer shall confirm that the Bank has communicated information about the required devices of the Key carrier and / or the Dynamic Authentication Method when connecting the "KZI i-Bank" Internet Banking System.

2.3. The Customer shall obtain the right to service in the "KZI i-Bank" Internet Banking System after the conclusion of this Agreement, the receipt of the Key carrier and the One-time password of the Token device or the registration of the mobile phone number of the Administrative User in the Banking System.

2.4. Any Customer User, who is identified in the Internet Banking as the Customer's Administrator-User, shall be entitled to use the services in the "KZI i-Bank" System after registering the User's mobile phone number in the Banking System or receiving a Token one-time use password.

2.5. Any connection to the "KZI i-Bank" Internet Banking System is impossible without the Trusted Number identification by the Customer.

2.6. The Customer cannot be connected to the Mobile Application without connecting to the "KZI i-Bank" Internet Banking System.

2.7. The Mobile Application can be connected to the Customer only if the Trusted Number is identified.

2.8. The trusted number is registered in the Bank's systems and used to send a one-time code in the form of an SMS message. The use (enter) by the Customer of a one-time code confirms the identification of the Customer and is the basis for providing the Customer with access to electronic banking services and other services provided for in the Agreement.

When changing the mobile (cell) phone number of the Customer's Authorized Person registered in the "KZI i-Bank" Internet Banking System as a Trusted number, or changing the Authorized Person, the Customer shall submit to the Bank an Application for changing the authentication means in accordance with Annex 4 to this Agreement. In case of loss/theft of the mobile (cell) phone of the Authorized Person of the Customer, he/she is obliged to block the Authorized Person as soon as possible by contacting the Internet Banking Support Service or the Bank's servicing subdivision.

2.9. If the Customer opens new accounts with the Bank, they are automatically uploaded to the "KZI i-Bank" Internet Banking System. The rights of Authorized Persons will automatically apply to newly opened accounts. In order to make changes in setting up the rights of Authorized Persons to newly opened accounts, the Customer will need to contact the Bank.

2.10. The Customer assures the Bank that the Authorized Person specified in Annexes 1, 2 to this Agreement will perform transactions, actions, sign documents, including documents for transactions, not only in accordance with the power of attorney issued to him/her by the Customer, but also if the Customer has:

- a preliminary decision of the relevant body / official of the Customer, if such a decision is necessary for the Customer to perform operations, actions, signing documents in accordance with internal procedures, requirements of third parties, legal requirements, any other requirements that the Customer is obliged to fulfill, comply with, and/or
- resolutions, permissions, consents, approvals, notifications of the relevant state body and / or a state authorized person, the presence of which may be a necessary condition for the Customer to perform operations, actions, signing documents between the Customer and the Bank, including the conclusion of a transaction between them, as well as the execution by the Customer of his/her obligations thereunder.

2.11. The Customer has an opportunity to use the "KZI i-Bank" Internet Banking System, regardless of the time and/or date. Electronic documents can be sent by the Customer to the Bank for execution at any time. At the same time, processing and execution by the Bank of the accepted Electronic Documents addressed to counterparties that are not customers of the Bank is possible only during the Operational day.

2.12. The Operational day of the Bank shall be from 09:00 to 17:00 Almaty time every working day, except weekends and holidays. Electronic payment documents sent by the Customer before 17:00 shall be executed by the Bank on the same business day. Electronic payment documents sent after 17:00 Almaty time shall be executed by the Bank on the next business day.

2.13. The Bank accepts Electronic Documents from the Customer around the clock, including weekends and holidays.

2.14. Access to the Customer's account, Administrator-User name and password(s) to the "KZI i-Bank" Internet Banking System shall be issued by the Bank for temporary use for the period of validity of this Agreement.

2.15. The Customer account access, the administrator-user name and password(s) shall be issued in a sealed envelope directly to the Administrator-User. After opening the envelope, the Administrator-User shall be obliged to change the password(s) as soon as possible. The Customer shall not be entitled to transfer the Administrator-User account, Token device and password to other persons. In the event of such situations, the Bank is not responsible for possible losses that may be caused to the Customer.

2.16. Unblocking of the Customer's access to the "KZI i-Bank" Internet Banking System shall be carried out on the basis of a written application of the Customer in the form established by the Bank.

### **3. The procedure and conditions for the provision of electronic banking services**

3.1. The provision of Electronic Banking Services is possible only after and subject to the conclusion of the Agreement, registration as a user of the Internet Banking System on the website: [www.kzibank.kz](http://www.kzibank.kz) and the creation of a Customer Account in the Internet Banking System, Dynamic Customer Identification and Authentication in accordance with the Security Procedures.

3.2. To register as an Internet Banking Administrator User and create an account, the Customer shall receive the Company Login, Administrator User Name and Password. If the Customer wishes to work with the Token device, the Administrator-User of the Customer shall receive the Token device from the Bank. If the Customer wishes to work with the Token SMS, the Bank's system will register the Customer's telephone number on which the SMS is sent.

3.3. To register as a user of the Internet Banking System, the Administrator-User of the Customer shall create an account. All access rights and account management shall be determined by the Administrator-User. If the user wishes to work with the Token device, the Customer's User Administrator will receive the Token Device from the Bank, and such device will be registered in the system. If the Customer wishes to work with the Token SMS, the Bank's system will register the user's telephone number, on which the SMS is sent.

In case of technical problems, the Customer may choose to work with the Token device or with the Trusted Number.

3.4. If the Customer wishes to use the Token device, the Bank will provide such a device to the Customer's Administrator - User after signing the Application for Accession and the acceptance certificate in accordance with Annex 5 to this Agreement.

For other users, the Token device will be provided upon a personal visit to the Bank after the registration of a new user by the Administrator User.

3.5. When providing services in the "KZI i-Bank" Internet Banking System, the exchange of information between the Customer and the Bank is carried out using an EDS and/or an Authentication Method.

3.6. The Customer must fill in the documents, form messages (instructions) in accordance with the current legislation and the Bank's instructions, with which the Bank first acquaints the Customer with 8. In this case, all responsibility, including possible damage caused for incorrect execution of documents, messages (instructions) shall be assigned to the Customer.

3.7. The information on the Key carrier and/or the generated, one-time code, PIN-code shall be confidential. In the event that the Customer discloses this information to third parties, the Bank shall not be liable for any damages or losses incurred by the Customer.

3.8. The Bank suspends the provision of electronic banking services and other services provided for in the Agreement due to a malfunction of the technical means that ensure the provision of electronic banking services and other services. Upon elimination of the reasons that resulted in the suspension of the provision of electronic banking services and other services, the Bank resumes the provision of electronic banking services and other services to the Customer under the Agreement.

3.9. To work in the "KZI i-Bank" Internet Banking System, the Customer must independently ensure the availability of the following software and hardware:

3.9.1. - a computer with at least the following configuration:

processor - Celeron 1.6 GHz, RAM – at least 1 GB;

licensed operating system Microsoft Windows 10 and above, Mac OS of the latest version with the latest security updates;

browser Microsoft Internet Explorer at least version 11, Chrome, Mozilla, Opera latest versions;

Internet access at a minimum speed of 2 Mb/s and above;

availability of licensed anti-virus software with up-to-date updated databases;

Availability of a free USB port on the Customer's computer;

TUMAR-CSP Software.

When selecting the Key Carrier on the smart card: - driver for the Card Reader; - control panel KAZTOKEN (Kaztoken);

if using a proxy server to access [https://\\_\\_\\_\\_\\_](https://_____), port 443 to 195.200.74.52 and 195.200.74.55 must be open.

3.10. The list of operations that can be carried out through the "KZI i-Bank" Internet Banking System using electronic documents:

- 1) acceptance of electronic payment orders for making transfers in the national currency, including: - payment of tax payments; – transfer of mandatory pension contributions, social contributions, contributions to compulsory health insurance; – making payments for goods and/or services;
- 2) receiving and sending transfers to the Financial number;
- 3) acceptance of electronic payment orders for making transfers in foreign currency;
- 4) acceptance of electronic applications for conversion (purchase/sale) of foreign currency by the Customer;
- 5) providing the Customer with account statements in electronic form:
  - the final statement on the Account status;
  - preliminary statement;
  - on savings accounts;
  - on savings accounts (deposit terms, opening/closing date, validity period);
  - on a corporate card account in the context of corporate cards;
- 6) providing the Customer with statements or certificates in electronic form (on the existence of an account, on account balances, on account turnovers for the period);
- 7) acceptance from participants of export-import currency control of documents related to currency control (contracts, invoices, agreements, invoices for payment, addenda, etc.) with the exception of additional sheets to transaction passports, transaction passports;
- 8) letters from the Parties (requests, applications, notices, etc.);
- 9) applications for opening a savings account and making a bank deposit;
- 10) requests for the issuance of registration certificates;
- 11) applications-offers for the conclusion of a guarantee agreement (covered, uncovered, blank);
- 12) acceptance of an electronic application for the issuance of a corporate card, including a digital one;
- 13) setting an account autobalancing – creating a standing order (transferring from the current account to the current account of the Customer in automatic mode);
- 14) acceptance of electronic applications for opening current accounts in various currencies (the list of currencies for opening a current account is posted on the Bank's website);
- 15) accepting an application for setting a credit limit;
- 16) accepting an application for removal of limits on corporate cards;
- 17) notices about the receipt/crediting of currency.

3.11. The Parties shall mutually undertake to assume in full all obligations arising from electronic documents and messages signed by one of the Dynamic Authentication Methods and / or signed with EDS private keys, registration certificates that are registered with the KCIS Certification Center, if the EDS verification was successful and at the time of receipt of the document, there was no official statement of the person who signed the document about the compromise of his/her private EDS key or software. Failure of any of the Parties to comply with this condition shall be grounds for withdrawal from the Agreement by the other Party.

3.12. The Customer shall acknowledge that the EDS private keys are on the key carrier and issued in a single copy.

3.13. The Bank shall store electronic documents in the format in which they were generated, sent or received in compliance with their integrity and invariability from the date of connection of the Customer to the "KZI i-Bank" Internet Banking System. The Bank shall have the right not to store documents for a period of more than one year subject to the requirements of the current legislation. The Bank does not print electronic documents on paper for the purpose of their storage or transfer to the Customer. Printing of electronic documents on paper shall be carried

out at the request of the Customer, for each copy the Bank charges a commission fee in accordance with the current Rates.

3.14. The Customer, as an additional option for remote management of the Account within the framework of electronic banking services, can use the Mobile Application, which the Customer can connect independently through the settings in the "KZI i-Bank" Internet Banking System.

3.15. When gaining access to the "KZI i-Bank" Internet Banking System through the Mobile Application, the Customer must ensure the independent presence of a mobile device that meets the following parameters:

- mobile OS version not lower than Android 4.X and iOS 10.0;
- with a minimum screen size of at least 800 x 480 (hdpi) for devices based on the Android mobile OS;
- the Internet access.

The use of the Mobile Application is possible only after the Verification procedure of the mobile device. Without Mobile Device Verification, the functionality of the Mobile Application can be used with the daily limit of the Customer set by the Bank on the amount of Electronic Documents sent to the Bank for execution. Information about the limit is posted on the website [www.kzibank.kz](http://www.kzibank.kz). When verifying a mobile device, a Token for the mobile device is assigned. Further, authorization in the Mobile Application is carried out by entering a PIN code by the Customer or using biometric authentication means (fingerprint, face image).

3.16. The Customer acknowledges that the Mobile Application is an integral part of the "KZI i-Bank" Internet Banking System and is impossible without connection to the "KZI i-Bank" Internet Banking System.

#### **4. Security procedure**

4.1. The Customer agrees to follow the security procedures and any other instructions provided by the Bank to the Customer regarding the security of the "KZI i-Bank" Internet Banking System.

4.2. The Customer shall assume full responsibility for installing, maintaining and regularly monitoring the organization of the security and use of Authentication devices, as well as information stored in its computer and communication systems, mobile devices, and, in particular, control of passwords for entering the "KZI i-Bank" Internet Banking System.

4.3. The Customer shall be obliged to immediately notify the Bank of any unauthorized access to the "KZI i-Bank" Internet Banking System, including the Mobile application, its Workstation or unauthorized operation, of which he/she knows or suspects. The Customer shall be obliged not to disclose the PIN-code to third parties, and also to ensure that it cannot be accessed.

4.4. The Customer shall agree to indemnify the Bank against all claims and legal proceedings, reimburse the Bank for any costs, losses and damages of any type to which the Bank may be exposed as a result of the Customer's non-performance or improper performance of its obligations under this Chapter.

4.5. The Customer shall be obliged to take good care of the eToken device transferred to it by the Bank, avoid mechanical impacts (falling, shaking, vibration, etc.), not to disassemble it on his/her own, to protect it from sudden temperature changes, from dust, dirt, moisture, not to expose it to high temperatures, voltage and other factors that may adversely affect the operation of the above devices;

4.6. The Customer shall confirm that the eToken device is connected only to serviceable equipment (USB ports, USB hubs with additional power), is removed correctly, and does not remain connected to the computer when it is turned off, restarted and in case of a sleep mode.

4.7. In the event of repeated (more than three times in a row) incorrect password entry by the Customer to access the Internet Banking System, as well as to receive Electronic Banking Services, the Customer's access to the "KZI i-Bank" Internet Banking System is automatically blocked by the Bank unilaterally. After blocking the Customer's Account, the Customer's access to the Internet Banking System will be suspended, and the Customer's Instructions will not be executed by the Bank.

## **5. Cost of services and payment procedure**

5.1. For the provision of banking services, the Customer shall pay the Bank a commission fee in the amount stipulated by the Rates of the Bank.

5.2. The rates are posted on the Bank's Internet resource, as well as in a place accessible for viewing by the Customer in the Bank's premises (operational divisions).

5.3. Payment of the Bank's commission may be made by the Customer in cash (subject to restrictions established by the legislation of the Republic of Kazakhstan), by bank transfer, by direct debiting a bank account, in compliance with the requirements of the Agreement and the legislation of the Republic of Kazakhstan.

5.4. The Bank shall write off the amounts of commissions due to the Bank, other payments in favor of the Bank under the Agreement and any other obligations (any other debt) of the Customer to the Bank, as well as amounts of money erroneously/incorrectly credited to bank accounts (regardless of the reason for such erroneous/incorrect crediting) by direct debiting of the Customer's bank accounts on the basis of documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank in accordance with the Agreement.

If there is enough money in the Customer's bank accounts, the Bank's payment document shall be executed for the amount of money specified therein, and if there is not enough money, the payment document shall be stored in the card index to the Account. In the event of withdrawal (write-off) from the Customer's bank accounts of the amount of money in a currency other than the currency of the Customer's obligation, the conversion of the withdrawn money into the currency of the obligation, in accordance with the requirements of the currency legislation, shall be carried out at the Bank's choice at the Bank's established sale or purchase rate of the withdrawn currency or the currency of the Customer's obligation, and/or at the exchange rate of the withdrawn currency to the currency of the Customer's obligation set by the Bank, with the collection of commission amounts at the Customer's expense for the conversion in accordance with the rates (including deducting the commission for conversion from the converted amount). The amount of the conversion fee shall be debited at the accounting rate.

5.5. The Bank collects the amount of the Bank's commission fee for the services provided under the Agreement from all bank accounts of the Customer. The Customer hereby shall provide the Bank with its unconditional and irrevocable consent to debit money by direct debiting any of the Customer's bank accounts opened with the Bank, in the cases provided for in the Agreement. This consent of the Customer shall grant the Bank the right to issue payment documents to any bank account of the Customer in the Bank.

5.6. The Customer agrees that the rates for the Bank's payment services, with the exception of fees charged for international payments and (or) money transfers, may change, including upwards, as follows, at the discretion of the Bank:

5.6.1. only within the limits of the Rates, which are provided for in the rules on the general conditions for conducting the Bank's operations (the rules on the general conditions for conducting the Bank's operations are posted on the Bank's Internet resource);

5.6.2. by notifying the Customer of changes in the Rates five (5) working days in advance, the Payment Card Servicing Rates fifteen (15) calendar days in advance, prior to the effective date of such changes by posting information on the Bank's Internet resource, as well as in a place

accessible for viewing by the Customer in the premises of the Bank (operational divisions). In the event that the Customer fails to submit to the Bank an application for refusal to accept the changed rates before such changes come into effect, the rates shall be deemed as accepted by the Customer.

At the same time, the Customer agrees that the Bank has the right to unilaterally make alterations and amendments to the rates for the Bank's services, which: (i) are not payment services; (ii) charged on international payments and/or money transfers. The Bank shall inform the Customer about the changes made to such rates by posting information on the Internet resource of the Bank, as well as in all branches of the Bank and their structural subdivisions.

The Customer also agrees that the Bank has the right to amend the rates unilaterally by introducing new rates for new products/services of the Bank. The Bank shall inform the Customer about such amendments in the rates by posting information on the Internet resource of the Bank, as well as in a place accessible for viewing by the Customer in the Bank's premises (operational divisions).

## **6. Obligations and rights of the Parties. Personal information**

6.1. The Parties shall be obliged:

6.1.1. to use the system of telecommunications, processing, storage and protection of information only on operable and serviceable equipment checked for the absence of computer viruses and programs that can harm the "KZI i-Bank" Internet Banking System and the Parties;

6.1.2. not to disclose to a third party (except as provided by applicable law or an addendum of the Parties) specific methods of protecting information used in the "KZI i-Bank" Internet Banking System, and the Bank shall be obliged also not to disclose information received from the Customer when providing electronic banking services, with the exception of cases of disclosure of information provided for by the current legislation;

6.1.3. once a year (30 calendar days before the expiration date) to change the EDS private key and registration certificate through the "KZI i-Bank" Internet Banking System, and if the EDS key was not changed before the expiration date, then the Customer shall apply to the Bank for its repeated re-issuance on a paid basis in accordance with the rates of the Bank;

6.1.4. immediately to inform the other Party of all cases of suspected unauthorized access to telecommunications systems and to the EDS private key, mobile device, as well as all cases of loss, theft of Authentication devices, or damage to software and hardware means of the systems of telecommunications, processing, storage and protection of information to carry out the change of keys, password and other actions agreed with the other Party to maintain the above software and hardware in working order;

6.1.5. if the Customer compromises its EDS Private key, the Customer must apply to the Bank with an application to revoke the registration certificate or block the user for whom the key was issued by contacting the Bank's Call Center or the Bank's service division;

6.1.6. in case of receiving a written notice from the Customer about suspicion of unauthorized access to the "KZI i-Bank" Internet Banking System, revealing suspicions of unauthorized access to the Customer's workstation and/or the Customer's mobile device, the Bank must immediately block all transactions with electronic documents, messages (instructions) until all circumstances are clarified;

6.1.7. to ensure the confidentiality of information contained in electronic documents, messages (instructions) in the process of providing and receiving electronic banking services.

6.2. The bank shall have the right:

6.2.1. unilaterally to change the rates for servicing in the "KZI i-Bank" Internet Banking System;

6.2.2. to make direct debits of the Customer's bank accounts and/or submit to any of the Customer's bank accounts (opened in any banks (organizations carrying out certain types of banking operations) in the territory of the Republic of Kazakhstan and beyond) the payment documents provided for by the legislation of the Republic of Kazakhstan:

- against payment for services provided in the "KZI i-Bank" Internet Banking System;
- erroneously credited to the Customer's bank accounts;
- in case of occurrence of any debt of the Customer to the Bank;
- in cases established by the legislation of the Republic of Kazakhstan.

At the same time, this provision is considered as the Customer's consent to such a direct debit by the Bank, and this Agreement as a document confirming such consent of the Customer, which is valid until the termination of obligations under this Agreement within all amounts payable under the terms of this Agreement (the Customer hereby expresses its consent that in order to confirm and exercise the rights of the Bank specified in this subparagraph, it is sufficient for the Bank to present a notarized copy of this Agreement).

6.2.3. to refuse to accept electronic documents for execution on the grounds provided for in the Agreement;

6.2.4. to make alterations to the protection mechanisms of the "KZI i-Bank" Internet Banking System at its own discretion;

6.2.5. to make alterations to the Security levels and the list of required devices of the Key carrier and/or the Dynamic authentication method;

6.2.6. without any additional consent of the Customer, to make alterations/amendments to the list of documents required for work in the "KZI i-Bank" Internet Banking System;

6.2.7. to block the Customer's access to the "KZI i-Bank" Internet Banking System in case of expiration of the Customer's registration certificate;

6.2.8. to block the Customer's access to the "KZI i-Bank" Internet Banking System if there are no movements on the account and there is no money on the Customer's account for three consecutive months (for current accounts). If there are no movements on the account and there is no money on the account for more than six months in a row, to terminate the Agreement by repudiation of the Agreement;

6.2.9. to block the Customer's access to the "KZI i-Bank" Internet Banking System in case of detection of suspicious/fraudulent transactions;

6.2.10. to block the Customer's access to the "KZI i-Bank" Internet Banking System in case of detection of unusual/suspicious transactions aimed at legalization (laundering) of proceeds from crime and financing of terrorism, as well as transactions related to a possible violation of the requirements of international economic sanctions;

6.2.11. to block/not conduct the Customer's operations that bear signs of a fraudulent operation until the purpose of the operation is clarified with the Customer;

6.2.12. to block the Customer's access to the "KZI i-Bank" Internet Banking System in the event of several consecutive attempts to enter an incorrect PIN code (the exact number of entry attempts is determined by the Bank) and the value of the one-time password generated by the eToken device, SMS authentication;

6.2.13. to block the access of the Authorized Representative of the Customer to the "KZI i-Bank" Internet Banking System in the event of a request from the founders/manager of the Customer regarding the refusal to provide access to the authorized person of the Customer, subject to the submission of documents confirming the change of the Authorized Representative (resolution, order of appointment, application for disconnection of the user from the "KZI i-Bank" Internet Banking System) during the operational day from the time of access blocking. After the submission of supporting documents, the Bank carries out procedures to revoke the certificate. In case of failure to submit supporting documents within the specified period, the Bank has the right to unblock access to the Authorized Representative of the Customer;

- 6.2.14. to block the Customer's access to the "KZI i-Bank" Internet Banking System and subsequently disconnect the Customer from the "KZI i-Bank" Internet Banking System, terminate the Agreement if it is suspected of fraudulent or illegal actions, in using for this its bank accounts opened with the Bank and/or when analyzing transactions conducted through the Customer's bank accounts opened with the Bank. When the Customer's access to the System is blocked or the Customer is disconnected from the System, a notice shall be sent to the Customer in the "KZI i-Bank" Internet Banking System;
- 6.2.15. to debit the Customer's accounts opened in the Bank for the amount of reimbursement of money received by the Customer as a result of fraudulent operations of the Customer's actions, third parties when participating in promotions under the Bank's loyalty bonus programs, in case of insufficient money on the accounts to issue payment requests to the Customer's accounts opened in other banks, in organizations carrying out certain types of banking operations;
- 6.2.16. to carry out any activities aimed at improving the security of the "KZI i-Bank" Internet Banking System by requesting confirmation from the Customer of the details of electronic documents, messages (instructions), as well as in other ways;
- 6.2.17. to disconnect the Customer from the "KZI i-Bank" Internet Banking System, terminate the Agreement in the event of liquidation of a legal entity or termination of activity of an individual entrepreneur;
- 6.2.18. to disconnect the Customer from the "KZI i-Bank" Internet Banking System, terminate the Agreement in the event of the death of a non-incorporated entrepreneur for whose IIN the contract is opened in the System;
- 6.2.19. to block the access of the Customer's Authorized Person to the "KZI i-Bank" Internet Banking System in case of his/her death;
- 6.2.20. to refuse to establish business relations with the Customer if it is impossible to take due diligence measures provided for by the current legislation and (or) internal documents of the Bank, as well as if there are suspicions that business relations are used by the Customer for the purpose of legalization (laundering) of income received by criminal means, or financing of terrorism, as well as in violation of the requirements of international economic sanctions;
- 6.2.21. to require the Customer (his/her representative) to provide information and documents necessary to identify the Customer (his/her representative), identify the beneficial owner, as well as provide information about tax residency, type of activity and source of financing for transactions;
- 6.2.22. to require the Customer (his/her representative) to provide other information and documents stipulated by the internal regulatory documents and procedures of the Bank on combating the legalization (laundering) of proceeds from crime and the financing of terrorism and (or) within the framework of fulfilling the requirements established by international economic sanctions;
- 6.2.23. to refuse to accept electronic documents for execution on the grounds provided for by the internal regulations and procedures of the Bank on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, as well as the Bank's reason to believe that the operations of the Customer/the Customer's counterparty are subject to international economic sanctions or aimed at evading international economic sanctions;
- 6.2.24. to refuse to conduct the Customer's transaction in case of revealing unusual/suspicious transactions aimed at legalization (laundering) of proceeds from crime and financing of terrorism, as well as a transaction subject to international economic sanctions or aimed at evading international economic sanctions; – to refuse to execute the Customer's transaction if the Bank suspects that the Bank is being used for the purposes of legalization (laundering) of proceeds from crime and financing of terrorism, as well as for the purposes of violating/avoiding the requirements of international economic sanctions;

6.2.25. not to accept electronic documents for processing on the grounds, but without limiting yourself, provided for in the terms of the Agreement;

6.2.26. to set limits on the amount for money transfers in favor of third parties and for payments in favor of trade / service enterprises in order to prevent fraudulent transactions and protect the Customer from unauthorized access to the account and independently determine authentication methods to confirm such operations in the "KZI i-Bank" Internet Banking System;

6.2.27. to suspend the execution of debit transactions on the account in case of suspicion that such transactions are carried out for the purpose of legalization (laundering) of proceeds from crime and financing of terrorism, as well as in order to violate/evade the requirements of international economic sanctions;

6.2.28. to terminate business relations with the Customer by unilateral refusal to execute the Agreement in the following cases:

- emergence of suspicions (in the process of studying transactions) that business relations are used by the Customer for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;

- repeated refusals to conduct debit transactions on the account or suspension of all transactions on the Customer's bank accounts; the presence of sanctions against the Customer and (or) their affiliates imposed in accordance with the jurisdiction of any country (for example, the USA, EU, Great Britain and others) or an international organization (including, but not limited to, FATF, UN and others);

- the Bank has reason to believe that the operations of the Customer/the Customer's counterparty, including agreements, are subject to international economic sanctions or are aimed at evading international economic sanctions;

- provided for by the internal documents and procedures of the Bank on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;

- enjoy other rights provided by the Agreement and the current legislation.

6.3. The Bank shall be obliged:

6.3.1. after the conclusion of this Agreement and payment by the Customer of the appropriate commissions, in accordance with the Rates of the Bank, to register the Customer in the "KZI i-Bank" Internet Banking System, transfer to the Customer the Key carrier - eToken device;

6.3.2. to provide electronic banking services and other services provided for in the Agreement in accordance with the terms of the Agreement, including fulfilling the Customer's instructions to transfer money from the Account transferred to the Bank by means of telecommunications, decrypted and certified by the Customer's EDS, verified by the Certification Center and/or confirmed by a one-time code generated by using the Dynamic Authentication Method;

6.3.3. to provide the Customer with technical support on the "KZI i-Bank" Internet Banking System in accordance with the Rates of the Bank;

6.3.4. not to disclose information received from the Customer when providing electronic banking services (except as otherwise provided by law);

6.3.5. to perform other duties stipulated by the Agreement and the current legislation.

6.4. The Customer shall have the right:

6.4.1. to use the full range of services of the "KZI i-Bank" Internet Banking System on the terms provided for in this Agreement;

6.4.2. independently to manage money in his/her bank accounts;

6.4.3. to change the registered mobile phone number and register a new number;

6.4.4. to replace eToken devices if the device is damaged and/or not functional;

6.4.5. upon agreement with the Bank, if necessary, to obtain additional eToken devices in accordance with the current Rates;

6.4.6. to require the Bank to properly fulfill the terms of this Agreement;

- 6.4.7. to enjoy other rights provided by the Agreement and the current legislation.
- 6.5. The Customer shall be obliged:
  - 6.5.1. to study the terms of this Agreement and follow the recommendations of the Bank described therein;
  - 6.5.2. to provide access to the Internet at its own expense and independently pay for the services of communication providers for its use;
  - 6.5.3. to prepare payment documents in accordance with applicable law and this Agreement;
  - 6.5.4. do not modify, decompile, replicate or transfer to a third party the software and hardware;
  - 6.5.5. at their own expense, maintain its software and hardware used in accordance with this Agreement in working order;
  - 6.5.6. at the end of the working session in the "KZI i-Bank" Internet Banking System, immediately to remove the key carrier;
  - 6.5.7. to notify the Bank of the termination/change of powers of authorized persons or their mobile phones specified in the applications submitted to the Bank for registration of a user in the "KZI i-Bank" Internet Banking System, and immediately revoke their registration certificates by submitting an application. The Customer hereby consents to the Bank to disclose to the persons indicated in the application, whose powers have been terminated, but about which the Bank has not received a corresponding notice, information related to banking secrecy from the Customer, which is indicated in the SMS
  - 6.5.8. timely disable access to the "KZI i-Bank" Internet Banking System for authorized persons who do not have the right to sign and issue a registration certificate;
  - 6.5.9. to use the "KZI i-Bank" Internet Banking System in full compliance with the instruction manual provided by the Bank;
  - 6.5.10. immediately apply to the Bank with an application to revoke the registration certificate or block the user in case of loss, disclosure, distortion of his/her private key or its use by other persons;
  - 6.5.11. to prevent illegal dissemination of information about its private EDS key;
  - 6.5.12. not to disclose the PIN-code of the EDS key or indicate it on the Key carrier, Workplace and/or not to disclose the name of the Company account, administrative user name, username and password, and the use of the Token device or passwords sent via SMS messages;
  - 6.5.13. after the first login to the "KZI i-Bank" Internet Banking System, to change the PIN code of the EDS key and not use the standard PIN code or easily selected PIN codes (for example: 1234, 1111, etc.);
  - 6.5.14. to take all possible measures to prevent the loss of Key carrier and/or Dynamic Authentication Method devices, disclosure of information contained therein, distortion and unauthorized use;
  - 6.5.15. do not leave the EDS key unattended in the immediate vicinity of the Workstation;
  - 6.5.16. not later than 30 (thirty) working days before the expiration of the EDS keys and registration certificate, to send an electronic request to the Certification Center for automatic renewal of the term through the "KZI i-Bank" Internet Banking System;
  - 6.5.17. in case of changes in the information specified in the documents provided by the Customer when applying for connection, submit documents confirming such changes;
  - 6.5.18. to provide the Bank with information and documents necessary for the Bank to fulfill its obligations under the current legislation and internal documents of the Bank, including information on beneficial owners;
  - 6.5.19. immediately to notify the Bank of the authorization of the Authorized Person/Authorized Persons to manage the Account;
  - 6.5.20. to indicate the trade name of the business and logo when registering the Financial Number and not use words/phrases that could harm the business reputation of the Bank and/or third parties, in accordance with the legislation of the Republic of Kazakhstan;

6.5.21. to perform other obligations stipulated by the Agreement, current legislation and (or) other agreement/agreement concluded with the Bank;

6.5.22. to pay for the Bank's services for servicing in the "KZI i-Bank" Internet Banking System at the Bank's Rates in force at the time of the operation;

6.5.23. to ensure that the required amount of money is available in bank accounts for the requested transactions, including the cost of banking services.

6.5.24. to provide the Bank with all the necessary documents stipulated by the legislation of the Republic of Kazakhstan in the course of foreign exchange transactions;

6.6. Hereby, in accordance with the Law of the Republic of Kazakhstan dated May 21, 2013 No. 94-V "On personal data and their protection" (hereinafter referred to as the Law), the Customer, the Customer's representative who signed the Application for Accession shall give the Bank his consent to the collection and processing by the Bank of personal data of the Customer's, the representative of the Customer who signed the Application for Accession in order to conclude and execute the Agreement with the Bank, in particular, the cross-border transfer of personal data of the Customer, the representative of the Customer who signed the Application for Accession, including in accordance with subparagraph 1) of paragraph 3 of Article 16 of the Law, as well as in other cases, when, in accordance with the legislation of the Republic of Kazakhstan and (or) the internal documents of the Bank, it becomes necessary to collect, process such personal data. Collection and processing of personal data of the Customer, the Customer's representative who signed the Application for Accession shall be carried out by the Bank in ways that do not contradict the legislation of the Republic of Kazakhstan. The Customer, the Customer's representative shall agree to the transfer by the Bank of the Customer's personal data and information related to banking secrecy, law enforcement agencies, the authorized body for the regulation, control and supervision of the financial market and financial organizations, any state bodies, mobile operators, in case of detection of signs of theft of money from the Customer's account (including by committing fraudulent actions), other illegal actions against the Customer, as well as to prevent such illegal actions (including in the future) and localize the consequences of such actions. not contradicting the legislation of the Republic of Kazakhstan. The Customer, the Customer's representative shall agree to the transfer by the Bank of the Customer's personal data and information related to banking secrecy, law enforcement agencies, the authorized body for the regulation, control and supervision of the financial market and financial organizations, any state bodies, mobile operators, in case of detection of signs of theft of money from the Customer's account (including by committing fraudulent actions), other illegal actions against the Customer, as well as to prevent such illegal actions (including in the future) and localize the consequences of such actions. not contradicting the legislation of the Republic of Kazakhstan. The Customer, the Customer's representative agrees to the transfer by the Bank of the Customer's personal data and information related to banking secrecy, law enforcement agencies, the authorized body for the regulation, control and supervision of the financial market and financial organizations, any state bodies, mobile operators, in case of detection of signs of theft of money from the Customer's account (including by committing fraudulent actions), other illegal actions against the Customer, as well as to prevent such illegal actions (including in the future) and localize the consequences of such actions.

6.7. The Customer hereby assures that in relation to the personal data of the subjects of personal data transferred and to be transferred in the future by the Customer to the Bank under the Agreement, as well as in other cases when, in accordance with the current legislation and (or) internal documents of the Bank, it becomes necessary to collect, process such personal data, the Customer has previously obtained consent from the subjects of personal data for the collection and processing of personal data, for the transfer of personal data to a third party, including the Bank, for the processing of personal data by the Bank.

6.8. In case of necessity determined by the Bank, the Customer shall also provide the Bank with documentary evidence of the consents collected by the Customer from personal data subjects for the collection and processing of personal data, for the transfer of personal data to a third party, including the Personal Data Bank, and if it is impossible to document the existence of consents, he/she will collect such consents and then confirm to the Bank that they have been received.

6.9. Responsibility for the lack of consents to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank, the processing of personal data by the Bank shall lie with the Customer. In the event that any measures are applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Customer shall be obliged to reimburse the Bank, at the request of the Bank, for any expenses and losses incurred by the Bank.

6.10. The Customer hereby grants the Bank consent to the disclosure by the Bank of information constituting the banking secrecy of the Customer to the sender of money in cases where the money received from the sender with the use of transfer on the Customer's Financial Number is credited to the Customer's bank account. The disclosure by the Bank of the above information is expressed in the indication of the Customer's account number (IIC) in the statement received by the sender of money after crediting the amount of the transfer sent by him/her to the Customer's bank account.

## **7. Liability of the Parties**

7.1. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with this Agreement and applicable law.

7.2. Each Party shall not be liable for losses incurred by the other Party through no fault of the first as a result of the use of electronic documents, including the execution of erroneous electronic documents, if these documents are properly executed and delivered by one Party, and checked and accepted by the other Party.

7.3. The Bank shall not be liable for losses incurred by the Customer as a result of any actions of third parties, including, but not limited to, counterparties/employees of the Customer, who, for any reason, have access to the Workstation or Token device, or the registered telephone number, if this has become possible by negligence, negligence, and / or intent of the Customer.

7.4. The Bank shall not be liable for losses incurred by the Customer due to unauthorized use of the Customer's username, password/or Token device by third parties.

7.5. The Parties shall not be responsible for disclosing the content of this agreement and the obligations arising therefrom.

7.6. The Bank shall not be liable for the execution of Electronic Documents if the Customer failed to inform the Bank and/or the Call Center about the threat of unauthorized access in a timely manner.

7.7. The Bank shall not be liable for damages resulting from incorrect execution of Electronic Documents by the Customer, as well as errors, failures, delays and failures in the operation of computer networks and software caused by reasons beyond the direct control of the Bank (including, but not limited to, the presence of computer viruses, deterioration of communication lines, etc.).

7.8. The Bank shall not be liable for possible losses of the Customer resulting from the actions of malicious computer programs on the Customer's personal computers.

7.9. The Bank shall not be liable for damage to the device or malfunctions resulting from improper use of this device.

7.10. The Customer agrees that the Bank is not responsible for failures that occurred during the provision of the Bank's Electronic Services, or at any other time, for interruption, suspension or

termination of these services due to technical circumstances, for damage caused to the Customer as a result of access by third parties to the Customer's information, in connection with obtaining an access to the Customer's information by third parties, as a result of a malfunction of equipment, software and Internet providers; for inaccurate or incomplete information or instructions that come through the electronic banking system, for inaccurate or incomplete provision of information and instructions.

7.11. The Administrator / User agrees that the Bank has the right to take any action it deems necessary to provide services in a secure environment, and conduct audio-recording of any conversations between the Customer and a Customer Service Officer, in cases that the Bank deems necessary. The Customer agrees that in order to ensure the identity of the data proving the identity and security of the operations performed, the latter answers the questions asked by the Customer Service Officer, otherwise the Customer Service Officer has the right to refuse to perform operations on accounts on his/her behalf and provide information, and that the Bank may use as evidence any instruction and information recorded in the audio recording system during negotiations or provided.

7.12. The Customer agrees that it is impossible to refuse to perform the Electronic System of Cashless Settlements and Money Transfers when using Electronic Banking Services, that the Bank does not provide any documents confirming payment with the Electronic System of Cashless Settlements and Money Transfers, but agrees that that the Bank may provide an account statement at the request of the Customer, as well as the fact that the Bank considers a person authorized by a legal entity that gives instructions is authorized to represent a legal entity (the Customer) until it provides a written notice to the Bank of the termination of his/her powers, act on behalf of legal entity during the use of electronic services of the Bank under this Agreement.

7.13. The Customer agrees that the Bank does not bear any responsibility when paying for utility services (for electricity, water, telephone, gas, cell communication services) and other services, for incorrect and erroneous filling in of the invoice amount by the relevant organizations providing these services, and that he will not apply to the Bank with any requirements in connection with the implementation of the payment by the Bank, that all misunderstandings are settled by him/her with the relevant organizations, that he/she is not entitled to apply to the Bank with any requirements in connection with incorrectly executed amounts of payment.

## **8. Settlement of disputes**

8.1. The Parties shall take measures to settle any disputes, contradictions and disagreements through negotiations and through consideration by the commission, the creation of which is provided for by this article of the Agreement

8.2. If it is impossible to conduct negotiations or it is impossible to settle disputes, contradictions and disagreements through negotiations, they shall be settled in a judicial manner established by the legislation of the Republic of Kazakhstan.

8.3. In the event of disputes between the Parties in connection with the interpretation and execution of this Agreement, as well as its violation, termination or invalidity, the Parties participating in the dispute will first attempt to settle such a dispute through negotiations. If the dispute cannot be settled in this way within fifteen (15) calendar days after the first consultations, then all disputes and disagreements arising from this Agreement or in connection with it shall be settled in the courts of the Republic of Kazakhstan in accordance with the current legislation Republic of Kazakhstan.

8.4. This Agreement shall be governed and interpreted in accordance with the current legislation of the Republic of Kazakhstan.

## **9. Force Majeure**

9.1. For the purposes of this Agreement, "force majeure" means an event that is not subject to reasonable control by the Bank and/or the Customer and makes it impossible for the Bank and/or the Customer to fulfill their obligations under this Agreement, or makes their performance so impractical that it is reasonable to be considered impossible under the prevailing circumstances, including but not limited to events such as earthquakes, floods and other natural disasters; war, riots, strikes, civil disobedience and other social conflicts, actions and decisions of state bodies.

9.2. The Party suffered from force majeure shall be obliged to notify the other Party within 10 days. The non-fulfillment or improper fulfillment by the Party of its obligations under this Agreement shall not be considered as its violation if it was the result of force majeure.

9.3. Any period of time during which the Party, in accordance with this Agreement, had to carry out this or that activity, shall be extended for a period equal to the effect of force majeure. In the event that force majeure circumstances last more than twenty (20) calendar days, any of the Parties has the right to terminate it in the manner established by the legislation of the Republic of Kazakhstan.

9.4. The Parties will take all reasonable measures to minimize the consequences of any force majeure events.

## **10. Validity period of the Agreement**

10.1. The Agreement shall come into force from the time the Customer joins the terms of the Agreement by signing a document of accession (Annex 1 to this Agreement).

10.2. The validity period of the Agreement (including its Annexes) is not limited and is determined by the interest of the Parties.

10.3. The Agreement shall be terminated in the event of:

10.3.1. closing for any reason of the bank account(s) of the Customer, transactions on which were made using the "KZI i-Bank" Internet Banking System;

10.3.2. termination of agreements/contracts (for example, a bank account agreement, bank deposit agreement, etc.), under which transactions were made using the "KZI i-Bank" Internet Banking System.

In such cases, the Parties shall be obliged to make mutual settlements under the Agreement no later than five (5) business days from the date of termination of the Agreement.

## **11. Address and payment details of the Bank**

132, Klochkov Str., 050057, Almaty city, the Republic of Kazakhstan

BIN 930140000323

IIC KZ20125KZT1001300258

BIC NBRKKZKX

Phone: +7 (727) 240 40 00

E-mail: [kzibank@kzibank.kz](mailto:kzibank@kzibank.kz)