

## **THE AFFLUENT CATEGORY CUSTOMER BANKING SERVICE AGREEMENT**

This Affluent Category Customer Banking Service Agreement (hereinafter referred to as the Agreement) defines the standard terms of servicing of Eurasian Bank JSC (hereinafter referred to as the Bank) for the Affluent Category Customer, in accordance with the legislation of the Republic of Kazakhstan (hereinafter referred to as the RoK) and the Bank internal normative documents, establishes the rights, obligations, responsibilities of the Parties, as well as other peculiarities of legal relations between the Bank and the Affluent Category Customer.

The Agreement is an adhesion agreement concluded in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms of which can be accepted by the Affluent Category Customer no other than by joining this Agreement on the basis of an Application for adhering to this Affluent Category Customer Banking Service Agreement (Appendix No. 1 to the Agreement) (hereinafter referred to as the Application for Adhesion). At the same time, from the moment the Affluent Category Customer signs the Application for Adhesion, the Agreement and the Application for Adhesion shall be a single document.

In the Agreement, the Affluent Category Customer and the Bank shall be collectively referred to as the “Parties”, and individually as the “Party”.

The Agreement is published on the Bank Internet resource at [www.eubank.kz](http://www.eubank.kz).

### **TERMS AND DEFINITIONS**

The Agreement and its annexes shall use the terms stipulated by the legislation of the Republic of Kazakhstan, as well as the following terms and definitions:

- 1) **Basic Application** is an Application-Offer for opening a current account, an Application-Offer for opening a savings account and placing a bank deposit, an Application-Offer for opening a current account/special current account for military personnel and employees of special government agencies, an Application-Offer for opening a current account for crediting pensions/benefits and social benefits/alimony, an Application-Offer for opening a bank account using a payment card, issuing and servicing a credit card, an Application-Offer for opening a current account using a payment card, an Application-Offer for providing banking services in the remote banking system (offline), on the basis of which current/savings accounts are opened to the Affluent Category Customer and/or payment (debit/credit) cards are issued and/or services are provided, stipulated in the Standard Terms (Adhesion Contract) (hereinafter referred to as the Standard Terms), through which the Affluent Category Customer joins the Standard Terms. The Affluent Category Customer shall submit the Basic Application at the Bank Branch and/or via the RBS;
- 2) **Individual Manager** is the Bank employee who is responsible for servicing the Affluent Category Customers;
- 3) **Online resource** is the Bank website at [www.eubank.kz](http://www.eubank.kz);
- 4) **Affluent Category** is the Customer segment that meets the parameters set by the Bank Fees for Affluent Program Customers;
- 5) **Affluent Category Customer** is an individual of the Affluent Category who joined the Affluent Category Customer Banking Service Agreement;
- 6) **Representative** is a legal representative or a person authorized to conduct transactions on behalf of the Affluent Category Customer, on the basis of a notarized power of attorney;
- 7) **Affluent Program** is a special servicing program for the Affluent Category Customers;
- 8) **Family members** – for the purposes of the Agreement, family members are defined as spouses and close relatives, including parents (parent), children, adoptive parents, adopted full- and half-siblings, grandfathers, grandmothers, and grandchildren.

### **1. THE GENERAL PROVISIONS**

1.1. The terms of the Agreement shall define an individual approach to servicing Affluent Category Customers (hereinafter referred to as the Customer) in terms of the Bank provision of the following banking and consulting services (hereinafter referred to as the Services):

- implementation of insurance policies on behalf of insurance companies accredited by the Bank;
- collection of banknotes, coins and valuables;

- provision of consulting services on issues related to financial activities;
  - package offers for Customers (if available);
  - other operations/services that do not contradict the legislation of the Republic of Kazakhstan.
- 1.2. In order to meet the Customers’ needs in obtaining the Services, the Bank shall provide the Individual Manager Services.
- 1.3. Fees for the Services for Customers shall be posted on the Bank Internet resource.
- 1.4. The following banking services are provided to the Customer, in accordance with the Standard Terms, by signing the Basic Application by the Customer and accepting it by the Bank:
- opening, maintenance and closing current/savings accounts;
  - issuance and maintenance of payment cards;
  - making payments and transfers;
  - provision of electronic banking services.
- Safety deposit storage and rental of safes (cells) shall be provided by the Bank on the basis of separate contracts/agreements concluded between the Bank and the Customer in accordance with the legislation of the Republic of Kazakhstan, internal normative documents of the Bank (hereinafter referred to as the INDs) and the Bank Fees.
- 1.5. The Agreement, the Standard Terms and the appendices mentioned in them shall be a single legal document within the framework of the services provided by the Bank to the Customers, and shall be integral parts of each other (unless otherwise specified in the text of the appendix itself).
- 1.6. The Bank and the Customer agree that the Bank’s provision of services and banking products under the Agreement and Standard Terms shall be performed on a voluntary basis in accordance with the legislation of the Republic of Kazakhstan, internal normative documents and Fees of Eurasian Bank JSC in compliance with the terms of the Agreement, Standard Terms and when the Parties sign documents on paper and/or electronic on media within the forms established by the Bank.
- 1.7. The procedure for the entry into force of the terms for the current/savings account, payment card shall be determined by the Standard Terms. The Basic Application contains the terms for the current/savings account, payment card as of the date it is filled in by the Customer. The Customer chooses the required terms for his/her current/savings account, payment card, and the Bank accepts the Basic Application, which is subsequently confirmed by the action and/or signing by the Bank together with the Customer of the corresponding Basic Application. If the Bank accepts the Basic Application signed by the Bank and the Customer, including those sent via electronic media, it is considered to be executed in accordance with Article 152 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the Civil Code of the Republic of Kazakhstan), that is, in writing. The Bank shall not be obliged to provide services and incur obligations to the Customer until the Bank accepts and/or signs the Basic Application, thus acceptance and/or signing shall be performed by the Bank at its discretion in accordance with the requirements of internal normative documents and the Bank Fees in force on the date of conclusion of the Basic Applications, and through this acceptance and/or signing the Bank agrees to provide the relevant banking services and/or banking products to the Customer. The procedure and conditions for the provision of current/savings account and payment card services by the Bank, as well as the rights and responsibilities of the Parties not specified in the Agreement, shall be regulated by the Standard Terms.
- 1.8. The procedure for the provision of the Services and the procedure for their termination shall be defined in Chapters 2, 3 of the Agreement.

## **2. PROCEDURE FOR PROVISION OF SERVICES UNDER THE AFFLUENT PROGRAM**

- 2.1. The services under the Agreement shall be provided to the Customer and one of his/her family members.
- 2.2. The Customer shall pay the service fee under the Affluent Program for the second and subsequent years of service within fourteen (14) calendar days after the end of the paid period. The Customer, having paid the commission for the current year, undertakes, at the end of this period, to make the payment for the next year, within the time period established by this clause.
- 2.3. The fee amount for servicing under the Affluent Program shall be set in accordance with the Fees posted on the Bank Internet resource. If the amount of the Affluent Program service fee changes during the Customer’s service year, the fee for the next year of service under the Affluent Program shall be paid in accordance with the Fees in effect at the time of its payment.

2.4. The Agreement shall be considered concluded from the moment the Bank accepts the Application for Adhesion (Appendix No. 1 to the Agreement), completed and signed by the Customer or his/her representative on paper.

2.5. The provision of the Services to a member of the Customer's family and their termination shall be performed on the basis of an Application-Consent for Adhesion/when a family member is detached from the Agreement, in the form of Appendix No. 2 to the Agreement (hereinafter referred to as the Application-Consent for the family member), signed by the Customer and accepted by the Bank.

2.6. Additionally, the family member/representative of the Customer's family member indicated in the Application-Consent for the family member shall sign the Application for Adhesion (Appendix No. 1 to the Agreement), the Basic Application, consent to access personal data in government services, Consent to the collection and processing of personal data in accordance with the forms established by the Bank, in the presence of the Individual Manager and the Customer.

2.7. Only one member of the Customer's family can be specified in the Application-Consent for the family member.

2.8. The service fee paid by the Customer under the Affluent Program shall be non-refundable in case the Customer refuses to obtain service under the Affluent Program.

### **3. TERMINATION OF THE PROVISION OF SERVICES UNDER THE AFFLUENT PROGRAM**

The provision of the Services to the Customers shall be terminated in the following cases:

- at Customer's will. The basis is the Application for refusal of service under the Affluent Program in the form of Appendix No. 3 to the Agreement;

- due to the non-compliance of the Customer with the parameters set by the Fees (with the exception of the Customers who are serviced under the Affluent Program when paying the servicing fee under the Affluent Program);

- due to the end of the paid period of service under the Affluent Program and the absence of payment of the fee for the next year of service under the Affluent Program in the first fourteen (14) days following the paid period;

- on the grounds of sub-clause 4.1.1. of the Agreement upon occurrence of which the Bank shall send a notice of termination to the Customer in the form of Appendix No. 4 to the Agreement.

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

#### **4.1. The Bank shall be entitled to:**

4.1.1. terminate the Agreement unilaterally by unilaterally canceling the Agreement in cases where the Bank has become aware of information about the Customer and/or his/her family members that is negative, creates reputational or other risks for the Bank, and may be related to, but not limited to:

- violation by the Customer/his/her family member of the norms of the legislation of the Republic of Kazakhstan directly related to financial and/or economic activities, the entry into force of a judicial act, according to which the Customer and/or his/her family member is found guilty of committing a crime;

- with the participation of the Customer/his/her family member in court proceedings;

- according to reports from official news agencies (channels) accredited in Kazakhstan about the participation of a Customer/his/her family member in the creation of financial pyramids, illegal casinos, religious sects and other organizations (events) prohibited by law by constantly attracting money from new participants;

- in other cases, in accordance with the Standard Terms;

4.1.2. require the Customer to submit the documents and information required to perform the functions stipulated by the legislation of the Republic of Kazakhstan and internal normative documents of the Bank;

4.1.3. make changes and/or additions to the terms of the Agreement, including the Fees and other documents that are an integral part of it, unilaterally, without the prior consent of the Customer, unless otherwise stipulated by the legislation of the Republic of Kazakhstan. The Bank shall inform the Customer about the changes by posting relevant information on the Bank Internet resource and/or by posting information in the Bank Branches/Outlets in an accessible place, fifteen (15) calendar days before the effective date of such changes and/or additions;

4.1.4. not refund the service fee paid by the Customer under the Affluent Program upon termination of the Agreement;

4.1.5. request the required documents/information related to the Customer's transaction (including those containing bank secrecy), if the Bank does not have the requested documents/information. The Customer shall be obliged to provide the requested information, information and documents within three (3) business days.

**4.2. The Customer shall be entitled to:**

4.2.1. use the Bank services in accordance with the legislation of the Republic of Kazakhstan and the terms of the Agreement from the moment the Bank accepts the Application for Adhesion;

4.2.2. change or exclude the family member from the Agreement;

4.2.3. in case of an increase in the servicing fee amount under the Affluent Program and/or a change in the terms of service, the Bank shall send a notification to the Customer within one (1) business day from the date of the relevant decision. The specified period shall be used to inform the Customer through the communication channels stipulated by the Bank. At the same time, the effective date of the amendments shall be determined in accordance with clause 8.3 of the Agreement.

**4.3. The Bank shall be obliged to:**

4.3.1. inform about changes/additions to the terms of the Agreement in accordance with sub-clause 4.1.3. of the Agreement;

4.3.2. when conducting transactions, observe banking secrecy, except in cases stipulated by the legislation of the Republic of Kazakhstan;

4.3.3. consider and prepare a response to the Customer's request within the time limits established by the legislation of the Republic of Kazakhstan;

4.3.4. inform the Customer about the end of the paid maintenance period under the Affluent Program no later than fourteen (14) calendar days before the end date of the paid maintenance period under the Affluent Program. The Customer shall be informed by the mobile phone number specified in the Application for Adhesion, if the Customer's mobile phone number is unavailable, a notification about the end of the paid service period under the Affluent Program shall be sent to the Customer's email address specified in the Application for Adhesion through other communication channels stipulated in the Standard Terms;

4.3.5. fulfill all other obligations assumed in accordance with the Agreement, the Standard Terms, the Basic Application and other agreements concluded between the Bank and the Customer, as well as stipulated by the legislation of the Republic of Kazakhstan.

**4.4. The Customer shall be obliged to:**

4.4.1. specify reliable information in the Application for Adhesion, the Basic Application and other documents provided to the Bank;

4.4.2. submit the documents and information required by the Bank to perform the functions stipulated by the Bank's internal normative documents and the legislation of the Republic of Kazakhstan;

4.4.3. timely pay the service fee under the Affluent Program, according to the Fees;

4.4.4. provide the original documents requested by the Bank within three (3) business days from the date of the request;

4.4.5. in the event of replacement of persons whose authority includes the management of the Customer's Bank accounts or the conduct of transactions on behalf of the Customer, or in the event of early termination of the powers of such persons in order to avoid unauthorized payments (transactions), as well as in the event of a change in the address, mobile phone number, to which, if required, the Bank may send notifications, – notify the Bank, including the Individual Manager, in writing, not later than the business day following the day of the change of such authority;

4.4.6. notify the Bank of changes in personal data, contact information and banking details required by the Bank for the provision of the Services in writing, accompanied by supporting documents, not later than the business day following the date of the changes;

4.4.7. immediately notify the Bank in writing of all court proceedings in which the Customer acts as a defendant, as well as of all claims of a proprietary nature brought against the Customer by third parties.

## **5. RESPONSIBILITY OF THE PARTIES**

5.1. In case of violation of the terms of the Agreement, the Parties shall be responsible in accordance with the legislation of the Republic of Kazakhstan. At the same time, the Bank's liability shall be limited to the amount of direct damage caused.

5.2. The Customer/his/her family member shall be responsible for the legality of the transactions conducted by him/her in accordance with the legislation of the Republic of Kazakhstan, as well as for the accuracy of the documents submitted to the Bank.

## **6. DISPUTE RESOLUTION PROCEDURE**

- 6.1. All issues not regulated by the Agreement shall be regulated in accordance with the Standard Terms and/or requirements of the legislation of the Republic of Kazakhstan.
- 6.2. All disputes that have arisen between the Parties shall be resolved through negotiations, taking into account mutual interests. If there is no agreement on the disputed issues, the materials shall be submitted for court approval in accordance with the procedure established by the legislation of the Republic of Kazakhstan.
- 6.3. The Bank shall not be responsible for any disputes arising during the execution of the Agreement between the Customer and third parties, including trading and/or service companies, holders of additional payment cards.

## **7. FORCE MAJEURE CIRCUMSTANCES**

- 7.1. The Parties shall be released from liability for non-fulfillment or undue fulfillment of obligations under the Agreement if the non-fulfillment or undue fulfillment is the result of force majeure circumstances, namely: fire, flood, earthquake, hurricane, epidemic, military operations and other events that directly affect the fulfillment by the Parties of obligations under the Agreement or which the Parties are unable to prevent it. The deadlines for the fulfillment by the Party of obligations arising from the Agreement shall be postponed in proportion to the duration of the force majeure circumstances.
- 7.2. The Parties shall not be responsible for the consequences of decisions of the state bodies of the Republic of Kazakhstan, which make it impossible for one or both Parties to fulfill their obligations under the Agreement.
- 7.3. A Party for whom it is impossible to fulfill obligations under the Agreement due to force majeure circumstances shall be obliged to notify the other Party via electronic communication channels and/or in writing not later than three (3) business days from the date of the occurrence of force majeure circumstances.

## **8. FINAL PROVISIONS**

- 8.1. The Agreement shall become binding on the Parties from the date the Customer adheres to the Agreement and shall be valid indefinitely. The Agreement may be terminated by the Parties after the Parties have fully fulfilled their obligations under the Agreement, according to the Standard Terms.
- 8.2. The Agreement and Standard Terms shall be terminated on the grounds and in accordance with the procedure stipulated by the Agreement, Standard Terms and the legislation of the Republic of Kazakhstan, including on the Customer's initiative on the basis of his/her application submitted/sent to the Bank, in the absence of unfulfilled obligations under the Agreement, Standard Terms (except in cases where, if any, termination of the Agreement is permitted, the Standard Terms) and the grounds for which, in accordance with the legislation of the Republic of Kazakhstan, termination of the Agreement, Standard Terms is not allowed.
- 8.3. The Customer's failure to submit to the Bank a statement of non-acceptance of the amendments and/or additions to the Agreement within fifteen (15) calendar days from the date the Bank informed the Customer shall confirm the Customer's agreement with the new (amended/supplemented) version of the Agreement and adherence to the Agreement as a whole, taking into account the amendments and/or additions.
- 8.4. The Customer shall not be entitled to refer to the absence of his/her signature in the Agreement, Standard Terms as proof that the Agreement, Standard Terms have not been read/understood/ accepted by him/her, if the Bank has the Application for Adhesion and the Basic Application signed/concluded by the Customer, or another document concluded by the Customer with the Bank.
- 8.5. By signing the Application for Adhesion and concluding the Basic Application, the Customer agrees that all service provisions not specified in the Agreement shall be governed by the Standard Terms.