

Approved
by the resolution
of the Board of Directors
of "Trust Bank" JSC
dd. September 27, 2017
minutes No. 13

GENERAL RULES
FOR BANKING SERVICES OF JSC TRUST-BANK" (amended and
supplemented by the resolution of the Board of Directors
No. 3 dd. 15.03.2018, No. 7 dd. 26.06.2018, No. 9 dd. 09.11.2018, No. 6 dd. 21.06.2019,
No. 7 dd. 06.09.2019, No. 4 dd. 21.05.2020, No. 7 dd. 30.09.2020, No. 8 dd. 30.11.2020,
No. 3 dd. 20.04.2020, No. 5 dd. 30.06.2021, No. 7 dd. 01.09.2021, No. 3 dd. 26.05.2022,
No. 6 dd. 30.11.2022, No.5 dd. 29.05.2023, No. 8 dd. 29.08.2023)

Ekibastuz

1. INTRODUCTION

1. These General terms and conditions for banking services of JSC "Trust-Bank" (hereinafter – the "Rules") have been developed on the basis and in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", Civil Code of the Republic of Kazakhstan and other legislative acts of the Republic of Kazakhstan, Articles of Association and other internal documents of JSC "Trust-Bank" (hereinafter - "Bank") and in accordance with the rules and principles of Islamic Sharia as interpreted by the Sharia Supervisory Board of the Bank in order to regulate carrying out of operations by the Bank in accordance with banking legislation and the Bank's license.
2. According to the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" all banking activities for Sharia compliance purposes are supervised by the Sharia Supervisory Board of the Islamic Bank (the Sharia Board), an independent body directly appointed by the Bank's Shareholders.
3. The Bank carries out banking activities in accordance with these Rules approved by the Board of Directors.
4. The Rules contain the following information on:
 - 1) ultimate amount and tenor of Deposits and Islamic Financing Products;
 - 2) ultimate profit rates ratios on Deposits and Islamic Financing Products;
 - 3) terms of profit payment on Deposits and Islamic Financing Products;
 - 4) requirements to collateral taken by the Bank;
 - 5) ultimate fees rates and tariffs for banking operations;
 - 6) ultimate terms for making decisions on provision of banking services;
 - 7) procedure of consideration of customers' statements arising during provision of banking services;
 - 8) rights and liabilities of the Bank and its customers, the terms of provision of Islamic banking products and related risks;
 - 9) regulation on the procedure of working with customers;
 - 10) other conditions.
5. The Rules are public information and may not be a commercial or banking secret. The Bank places Rules on its corporate website and makes them available for review by the customers upon their first request.
6. The Rules establish general standard terms and conditions of operations' processing by the Bank, except for operations undertaken in the interbank market. Specific conditions of operations' processing by the Bank on various types of banking operations and banking products are set by internal Bank documents as well as by specific agreements concluded with customers.
7. According to current strategy and Bank lines of activities, the Bank's target group of customers are legal entities and individuals that are subject of small and medium business, included employees of the Bank, and legal entities that are subjects of large businesses and subsidiaries and business structural units of foreign companies registered in the Republic of Kazakhstan, government entities or companies with government participation.
8. Before provision of any bank services with respect to each potential and current customers the Bank performs required due diligence, established by Bank's internal documents, as well as by requirements of the applicable legislation of the Republic of

Kazakhstan on combating legalization (laundering) of proceeds of crime and financing of terrorism.

2. DEFINITIONS

9. The following words and expressions in these Rules shall have the meaning set out hereunder:
- 1) **“Bank”** means JSC “Trust-Bank” or any of its branches;
 - 2) **“Banking Day”** means any day on which the Bank is open for business in the RK;
 - 3) **“Tenge”** or **“KZT”** means a lawful currency of the Republic of Kazakhstan;
 - 4) **“Deposit”** means funds, provided by depositor (entity or individual) to the Bank on terms of their return in nominal value (except Investment deposit), regardless whether funds should be returned on demand or after certain tenor in whole or in parts with pre-agreed charge or with no charge, directly to the depositor or transferred on behalf of third parties;
 - 5) **“Bank Account Agreement”** means an agreement for opening of a bank account with the Bank, concluded between the Customer and the Bank in the form established by the Bank;
 - 6) **“Constructive possession”** means a situation where the Bank may not have taken the physical delivery of the Good/Commodity, however the Good/Commodity is under constructive possession of the Bank, and all rights and liabilities of the Good/Commodity are passed onto the Bank, including the any risk associated to the Goods/commodities ownership;
 - 7) **“Collateral”** – movable and immovable property acceptable as a collateral in accordance with the legislation of the Republic of Kazakhstan and requirements of the Bank;
 - 8) **“Ijara”** – means an agreement that permits one party (the lessee) to use an asset or property owned by another party (the lessor) for an agreed-upon price over a fixed period of time. The lease period may end with purchase of the asset (by separate contract) or not.
 - 9) **“Investment Period”** is a period chosen by the Client in relation to the term of the Mudaraba accounts;
 - 10) **“Collection of Payment”** means operations, carry out with financial and commercial documents, in accordance with received instructions, for the purposes of receiving payments and/or acceptance, or delivery these documents against payment and/or acceptance, or delivery these documents on other conditions;
 - 11) **“Commodity Murabaha”** means a series of sale contract whereby a buyer buys an asset from the seller for deferred payment and subsequently sells the asset to a third party for cash at price less than the deferred price with the aim to receive cash.
 - 12) **“Foreign Currency”** means any currency approved by the Bank other than “KZT” or “Tenge”.
 - 13) **“Customer”** means legal entity or individual, with whom the Bank has established business relationship or who would use banking services in the future;
 - 14) **“Corporate Customer”** means Customers comprising legal entities, as established by the legislation of the RK, or companies, establishments and other entities, which are regarded as legal entities by the laws of foreign countries;

- 15) **“Mudaraba”** means a partnership in profit in which one party provides capital (“Rab-al-Maal”) and the other party provides its expertise and skill in relation to the investment of such capital (“Mudarib”). Profit, if any, is shared between the parties as per an agreed ratio while loss, if any, is borne solely by the Rab-al-Maal (as the case may be) and Mudarib will lose his effort;
- 16) **“Murabaha”** means a sale of the asset by the Bank with the agreed initial price plus mark-up to the Client.
- 17) **“Musharaka”** means a joint enterprise or partnership structure with profit/loss sharing implications
- 18) **“Customer’s Instructions”** means instructions given by the Customer to the Bank;
- 19) **“Mudaraba Account”** means the Shari’ a compliant account opened and maintained by the Customer with the Bank for the purpose of placement of Mudaraba deposit. Under Mudarabah can be Savings and Investment accounts;
- 20) **“Account(s)”** means the Shari’ a compliant account(s) opened and maintained by the Customer with the Bank and where the context requires, shall include the Current Account and/or the Qard;
- 21) **“Current Account”** means the Shari’a compliant current account(s) opened and maintained by the Customer with the Bank;
- 22) **“Wakalah”** account means the means the Shari’ a compliant account opened and maintained by the Customer with the Bank for the purpose of placement of Wakalah deposit;
- 23) **Operational day** is the Bank’s business hours 9.00 am till 5.00 pm local time.

3. BANKING OPERATIONS, CARRIED OUT BY BANK

10. Bank, in accordance with license, carries out following banking operations:
 - 1) Receiving of interest-free deposits on demand of individuals and legal entities, opening and maintaining accounts of individuals and entities;
 - 2) Receiving of investment deposits of individuals and legal entities;
 - 3) Bank financing operations: provision of financing in cash on terms of urgency, repayment and with no charge;
 - 4) Financing of individuals and legal entities as trading agent by provision of Shari’a compliant products:
 - with no condition of subsequent sell of goods to the third party; (Murabaha according to KZ legislation)
 - with condition of subsequent selling of the goods to the third party (Commodity Murabaha according to KZ legislation);
 - 5) Financing of manufacturing and trading activities by participation in authorized capitals of legal entities and(or) on partnership basis;
 - 6) Investment activity by leasing (rent);
 - 7) Agent activity during carrying out banking operations of Islamic bank;
 - 8) Opening and maintaining correspondent accounts of banks and organizations, conducting certain types of banking operations;
 - 9) Opening and maintaining metal accounts of individuals and legal entities, which reflect the quantity of refined precious metals and coins made of precious metals, owning by this person;

- 10) Cash operations: receiving and withdrawal of cash, including its exchange, recalculation, sorting, packaging and storage;
- 11) Transfer operations: execution of assignment of individuals and legal entities on payment and money transfer;
- 12) Organization of exchange transactions with foreign currency, including the organization of exchange transactions with foreign currency in cash;
- 13) Encashment of banknotes, coins and valuables;
- 14) Receive of payment documents (except bills);
- 15) Opening (issuing) and confirming Shari'a compliant letter of credit and carrying out its obligations;
- 16) Issuing of Shari'a compliant bank guarantees;
- 17) Issuing bank surety and other obligations for third parties

4.OPENING AND MAINTAINING OF BANK ACCOUNTS, DEPOSITS TAKING

11. Prior to conclusion of the banking services agreement, the Bank checks the client on compliance with requirements set by the Law on Counteraction to the Money Laundering:
Terms and general procedure of checking the client for compliance with requirements set by the Law on Counteraction to the Money Laundering are defined by internal documents
12. Opening of bank accounts of the clients is made according to standard forms of documents approved by the Management Board of the Bank, and Bank account agreement. Conclusion of the bank account agreement with persons associated with the bank by special relations shall be made in accordance with standard terms for transaction with persons associated with the bank by special relations approved by the Board of Directors.
13. Standard forms of other agreements shall be approved by the authorized body of the Bank.
14. The Bank opens bank accounts in national and foreign currencies. Types of foreign currencies for bank accounts to be opened are determined by internal documents.
15. The client has the right to have an unlimited number of bank accounts in the Bank.
16. The Bank refuses the client to open a bank account for the reasons provided for in the legislation of the Republic of Kazakhstan.
17. When opening a current account (qard) it is not allowed to charge remuneration to the residues on such account.
18. The bank accepts the following types of deposits:
 - 1) demand deposit;
 - 2) investment deposit based on mudaraba (hereinafter - mudaraba deposit), following the requirements established by the Shariah Standard AAOIFI No. 13;
 - 3) investment deposit based on investment agency agreement wakala bil-istismar (hereinafter – the wakala deposit), following the requirements established by the Shariah Standard AAOIFI No. 46.
19. Payment of remuneration on the demand deposit is not allowed.
The Bank applies the rules of the bank deposit agreement to the demand deposit agreement, , with the exception of the conditions for paying remuneration on it.
20. The bank accepts Mudaraba deposits on the basis of unrestricted/restricted mudaraba agreement. Under the terms of unrestricted mudaraba agreement, the Bank invests the client's money placed on the mudaraba deposit with no restrictions (at its own discretion without any limitations on the part of the customer).
According to the conditions of restricted mudaraba agreement the bank invests the customer's money placed on the mudaraba deposit in accordance with the client's restrictions on the manner

of investing his money (for example: restrictions on the time or the place of investment, the scope of activities or other restrictions), that the latter considered to be acceptable.

21. According to the conditions of wakala deposit the Bank, acting as the client's agent, invests his money aimed at receiving income by the client.
When placing wakala deposit the client has the right to set limits to the Bank by the type or particular place of investment, or other restrictions on the manner of investing his money
22. The Bank accepts deposits in national and foreign currencies. Types of foreign currency on accepted deposits are determined by the conditions of the relevant banking deposit products approved by the Management Board.
23. The client has the right to have an unlimited number of deposits in the Bank.
24. Ultimate amounts and period of investment deposits accepted by the Bank:
 - 1) ultimate amounts:
 - minimum amount – 1 000 tenge or equivalent amount in the foreign currency;
 - maximum amount – 50 % from the total amount of the Bank's assets as of the date of concluding the deposit agreement;
 - 2) ultimate period:
 - minimum term – one day ;
 - maximum term – 60 months without regard of allowable extension of the deposit term (with the following exception). For the deposit, where money placed are used as collateral for the financing granted by the Bank - 240 months.

Specific amounts and periods of investment deposits accepted by the Bank (within the limits of the ultimate amounts and periods of deposits accepted by the Bank) are differentiated by banking deposit products, the terms of which are approved by the Management Board and are available to the Bank's clients.

- 24-1. Income/profit on the investment deposit accepted by the Bank shall be paid out in manner provided for in the deposit agreement. The Bank uses the following ways of income/profit payout in the deposit agreements – periodically (ex.: monthly or quarterly) or in a lump sum (at the beginning or end of the deposit term).

Income/profit on the investment deposit accepted by the Bank shall be paid out by crediting income/profit amount to the client's account in time period provided for in the deposit agreement, both with capitalization of this reward (i.e. adding that amount to the deposit amount), and without such capitalization.

Actual conditions of accruing income/profit under investment deposits accepted by the Bank are differentiated by banking deposit products, terms of which are approved by the Management Board of the Bank and are generally available to the Bank clients.

- 24-2. Ultimate sizes of the rate of return or profit distribution ratio under investment deposits accepted by the Bank.
 - 1) rate of return:
 - not less than – 0,01 %;
 - not more than – 45 %;
 - 2) profit distribution ratio (Bank / client):
 - not less than – 1/99;
 - not more than – 99/1.

Specific amounts of rate of return profit distribution ratio on deposits accepted by the Bank (within the limits of the ultimate sizes of rate of return / profit distribution ratio for investment deposits accepted by the Bank) are differentiated by banking deposit products, conditions of

which are set by the Management Board of bank and are available to the bank's clients.

The bank differentiates rate of return or profit distribution ratio on the investment deposit, depending on the currencies, amounts and tenor of such deposits.

Information on a current rate of return or the profit distribution ratios on the investment deposits accepted by the Bank are placed in all branches of the Bank and on its web-site.

- 24-3. Unless otherwise provided by the legislation of the Republic of Kazakhstan, banking deposit products terms of which comply with this Rules, are approved by the Management Board of the Bank without separate consideration and approval by the Shariah Council.

5. ISLAMIC FINANCING PRODUCTS

25. The Bank uses the following forms of Islamic financing when financing clients:
- 1) murabaha, including commodity murabaha;
 - 2) trust management (*mudaraba*);
 - 3) permanent and diminishing partnership (*musharaka*);
 - 4) customization (*istisna*);
 - 5) advance financing (*salami*);
 - 6) Ijara Financing (operational and financial leasing);
 - 7) overdraft services on clients' bank accounts.
26. Murabaha is one of the forms of sale, where the financing is provided by the Bank in order to satisfy the client's need for movable or immovable property. When using murabaha the bank obligatorily indicates the cost of goods in the financing agreement. In accordance with the Law on Banks, this form of financing stipulates financing clients as a commercial agent by provision commercial financing both on condition of subsequent sale of the goods to a third party and without such condition.
27. When using trust management the Bank finances legal entities and individual entrepreneurs for the purposes established in paragraphs 33-2 and 33-3 of these Rules. In doing so Bank becomes a partner (*rabb al'-mal'*) participating with its financial resources, and the client (*mudarib*) participates with his work and takes on managerial functions.
28. Permanent and diminishing partnership is a form financing provided by the Bank to clients through a partnership (*musharaka*) in the capital of the project or a certain transaction in exchange for participation in profits and losses in accordance with the shares specified in the contract.
29. In accordance with the Law on Banks forms of financing provided for in the paragraphs 27 and 28 of these Rules are financing of production and trading activities through participation in the authorized capitals of legal entities and (or) on the terms of partnership.
30. The bank uses ijara for financing purposes by leasing an asset that the client needs. Ijara is a form of financing, according to which the Bank buys assets and leases them to the client for a certain period in exchange for periodic lease payments in accordance with the contract, both without transfer of ownership of such assets, and with subsequent transfer of ownership. When providing operating leasing the Bank is the owner of the property before and after the expiry of the lease term, upon the expiration of the lease term, the client returns property to the Bank. The amount of rent includes only a variable element (profit of the Bank), while the fixed element (cost of the asset) is not included in the rent amount.
- The Bank applies financial leasing for renting the Bank's property with subsequent transfer of

ownership to the client . When providing financial leasing, the Bank transfers the ownership of the leased property to the client at the end of the lease term or during the contract period. The rent amounts include both fixed (asset value) and variable (profit of the Bank) elements and additional elements, if there are any

31. Customization (istisna) is a form of financing provided by the Bank to the clients in which the goods are transferred before its material existence. The subject of istisna is the goods which are required to be manufactured (for example: to manufacture equipment or goods, or to build buildings, or to create various capital assets) in accordance with specification agreed.
32. Advance financing (salam) – form of financing provided by the Bank to the clients according to which the client undertakes to provide a certain type of goods to the Bank in future on terms of advance payment of the entire value of the goods. Any product, regardless of whether it is to be manufactured or not, may be the subject of salam contract.
33. In accordance with the Law on Banks, the forms of financing specified in paragraphs 31 and 32 of these Rules are financing of clients as a commercial agent through provision of commercial financing under both subsequent sale of goods to a third party and without such condition.
- 33-1. The Bank provides financing to clients for the purposes specified in the paragraphs 33-2 and 33-3 of these Rules including refinancing of financing indebtedness on financings provided by financial organizations of the Republic of Kazakhstan or by the Bank for such purposes.
- 33-2. Financing of individuals is carried out by the Bank for:
 - 1) acquisition, repair, reconstruction and construction of housing, including acquisition of a share under construction in form of participation in housing construction of a residential building (building), in the form of a dwelling (mortgage lending);
 - 2) acquisition of land plot, commercial real estate;
 - 3) acquisition of goods, works and services not related to the implementation of entrepreneurial activities (consumption) and compliant with the norms and principles of Shariat.
- 33-3. Financing legal entities and individual entrepreneurs provided by Bank for:
 - 1) Working capital financing in accordance with norms and principles of Sharia;
 - 2) Fixed asset investment in accordance with norms and principles of Sharia;
 - 3) Financing of investment projects in accordance with norms and principles of Sharia, including construction;
 - 4) Repair and reconstruction of fixed assets, in accordance with norms and principles of Sharia;
 - 5) Acquisition of securities and shares in the authorized capital of companies that comply with the norms and principles of Sharia;
 - 6) Financing of the client's export-import transactions compliant with the norms and principles of the Shariah
- 33-4. Forms of Islamic financing used in the framework of banking credit products are established by the terms of such products, approved by the Management Board of the Bank and are publicly available to the Bank's clients.

Unless otherwise provided by the legislation of the Republic of Kazakhstan, banking credit products, the terms of which comply with these Rules, are approved by the Management Board of the Bank without separate consideration and approval by the Shariah Supervisory Board

- 33-5. Ultimate terms of financing provided by the Bank are set in annex 2 to this Rules.

Specific amounts, tenors, markup sizes and profit distribution ratios for the financing provided by the Bank (within ultimate amounts, financing tenors, mark up size and profit distribution ratio for the financings provided by the Bank) are established by the terms of the relevant banking credit products approved by the Management Board of the Bank and are generally available to the Bank's clients.

The bank differentiates markup size and profit distribution ratio on the financings granted depending on the currencies, amounts and tenors of financings.

Information on current terms for the financing provided by the Bank is placed in the premises of all branches of the Bank and on its web-site."

6. RISKS, RELATED TO TEMRS OF CONDUCTING BANKING OPERATIONS OF ISLAMIC BANK

34. Bank conducting identification, measuring, monitoring and control of all risks, connected with terms of conducting banking operations in Islamic Bank.
35. Bank takes following types of risk:
 - 1) credit risk - probability of losses occurrence arising from the borrower's or counterparty failure to fulfill their obligations with agreed terms;
 - 2) market risk - probability of financial losses occurrence in balance and non-balance sheet items, caused by adverse changes in market interest rates, that will affect the profit rate of the bank foreign currency exchange rates, market value of financial instruments, goods;
 - 3) operational risk - probability of losses occurrence caused by inadequate or insufficient internal processes, human resources and systems or external events, including legal risk (excluding strategic risk of reputation loss);
 - 4) liquidity risk - probability of losses caused by Bank's inability to meet its obligations within prescribed period without significant losses;
 - 5) price risk - probability of financial losses caused by adverse changes in market value of financial instruments, goods;
 - 6) currency risk - probability of financial losses caused by adverse changes in foreign currency exchange rates while Bank performs its activities;
 - 7) legal risk - probability of losses occurrence due to: Bank's failure to comply with the legislation of the Republic of Kazakhstan requirements, and in case of relations with non-residents of the Republic of Kazakhstan comply with the applicable legislation of other states; Bank non-compliance with the terms of concluded contracts; assumptions of legal errors in the performance of activities (incorrect legal advice or incorrect document formation, including considering disputes in judicial authorities); imperfection of legal system (inconsistency of legislation, lack of legal norms for regulating certain issues arising in the course of the bank's activities); violations by counterparts of requirements of regulatory legal acts, as well as the conditions of concluded contracts;
 - 8) compliance risk - probability of losses caused by bank and employees non-compliance with the requirements of the legislation of the Republic of Kazakhstan, regulatory legal acts of responsible Authority, internal documents of the bank regulating the procedures for providing services and conducting transactions in the financial market, as well as legislation of foreign countries affecting bank's activities;
 - 9) information security risk - probability of damages due to violation integrity, confidentiality and accessibility of the bank's information assets arising as the result of deliberate destructive impact on the part of employees of the bank and /or third parties;

- 10) information technology risk- probability of damages arising from unsatisfactory construction of processes associated with the development and operation of the bank information technology;
 - 11) reputation loss risk - probability of losses, non-receiving of planned profit as the result of client base narrowing, reduction of other development indicators due to the formation of negative image of financial reliability of the Bank, quality of the provided services or the whole nature of the Bank and non-compliance with Shariah principles ;
 - 12) strategic risk - risk of loss, non-receiving of planned profit as the result of errors (shortcomings) made in making decisions, which determines the strategy of bank's activity and development (strategic management), and which come in the inadequate or insufficient consideration of possible dangers that may threaten Bank's activities, incorrect or insufficiently substantiated determination of perspective directions of activity, in which Bank can achieve competitive advantages, absence or incomplete value provision of necessary resources (financial, logistical, human) and organisational measures (management decisions), which should ensure achievement of the bank's business objectives.
36. Specific risks of Islamic Banking operations are:
- 1) investment in assets risk - probability of full or partial loss of their investments or non-receiving of the expected profit(income)
Bank has developed a strategy, risk management and reporting process to identify risks associated with investing in assets, including investment in Mudaraba and Musharaka.
Bank provided effective methodology for assessing possibility of risk occurrence when investing in assets, as well as methods for calculating the profits and reserves that should be agreed with all partners while investing in Mudaraba and Musharaka. Bank has developed and uses a full-fledged risk management system to determine all factors that have a potential impact on the rate of return on assets, compared to the expected rate of return on investment accounts.
 - 2) risk of Shariah non-compliance - risk arising from the Bank's inability to comply with the rules and principles of Shariah, established by Islamic Finance Principles Board.
37. Bank uses appropriate mechanisms to protect the interest of depositors. In investment deposit, in case of mixing of depositors' funds with Bank's funds, Bank must provide an indication of the asset, profit, costs and income in form of report, understandable to the depositor.

7. GENERAL CONDITIONS OF OPERATING

38. Opening and maintaining customers' metal accounts. Metal accounts of responsible storage are intended to count precious metals given to Bank for the responsible storage with preservation of their individual characteristics (name and quantity of valuables, their producer and serial number, sample and etc.).
Depersonalised metal accounts are designed to count precious metals without indicating their individual characteristics. Counted on depersonalised metals accounts precious metals have only a quantitative characteristics of mass in grams (fro coins - number of pieces) and the estimated value, serial number, sample and etc.

Following operations can be performed on depersonalised metal accounts:

- 1) crediting to the account precious metals received in physical form;
- 2) crediting to the account precious metals received by transferring from another depersonalised accounts;
- 3) transfer of precious metal to other depersonalised metal accounts;
- 4) issuance of precious metals in physical form;
- 5) crediting or cancellation of precious metals purchased or sold by the account holder or on his behalf.

Specific types of transactions conducted on the account are established in the contract of depersonalised metal account that Bank signs with its client in account opening.

39. Cash transactions (receiving, counting, exchange, sorting, packing and storage banknotes and coins) are carried out in accordance with the Rules for conducting of cash transactions in second level banks and organisations that carries out certain types of banking operations of the Republic of Kazakhstan. Cash operations perform at Cash Desk of the Bank's Operating Group during working hours. Receiving of cash is made on basis of incoming cash documents: contributions to accounts of legal entities and individual entrepreneurs on cash declarations, and all other receiving of money on basis of incoming cash orders. Giving out money from the Bank's cash desk is made on the basis on cash accounts: by cash cheques (customers are legal entities or individuals) and cash orders with established forms. Bank credits actually received amount of money to the Client's account upon the completion of receiving. Cash withdrawal is made within the remain balance on the account. In case of withdrawing cash in large amount, Bank is entitled to request prior notification from the Client in one working day.
40. Transfer operations. Bank conducts payments and transfers in national and foreign currencies in accordance with the legislation of the Republic of Kazakhstan and Bank's internal regulatory documents for making payments an money transfers.
Bank makes payments and transfers on behalf of the client within the remain balance in the Client's bank account or within the limits set by the terms of concluded contract, Bank's internal regulatory documents and legislation of the Republic of Kazakhstan.
Bank is assigned with functions of currency control agent. During conducting foreign currency exchange operations, Bank is guided by the legislation of the Republic of Kazakhstan and Bank's internal regulatory documents.
41. Exchange transactions with foreign currency are carried out in accordance with the requirements of the legislation of the Republic of Kazakhstan and Bank's internal regulatory documents that regulate exchange transactions with foreign currency in cash.
42. Bank carries out collection operations in accordance with applicable international legislation, legislation of the Republic of Kazakhstan, Bank internal regulatory documents that regulates for conducting collection operations.
43. When conducting transactions in national or foreign currencies in the form of a documentary letter of credit, Bank is guided by current international legislation, legislation of the Republic of Kazakhstan and Bank's internal regulatory documents that regulate procedures for issuing letter of credit, in accordance with terms of concluded letter of credit agreement.

Depend on consistence of parties involved in obligation, Bank may on behalf of and at the expense of client apply to the other bank to verify the fulfillment of the client's obligations to the guarantor for confirmation of the letter of credit issued by the Bank.

Fee rate for the letter of credit is established in accordance with Bank's internal regulatory documents and in accordance with the requirements of the legislation of the Republic of Kazakhstan.

44. Guarantees and sureties. Bank issues bank guarantees, both in tenge and foreign currency, in compliance with applicable international legislation, legislation of the Republic of Kazakhstan, Bank internal regulatory documents that regulate the procedure for issuing guarantee, as well as in accordance with the terms of the concluded guarantee agreement on the basis of the adopted decisions by the relevant authorized body of the Bank.

Issuance of guarantee by Islamic Bank as well as presentation of claims for the conducting obligations under Islamic Bank Guarantee or surety requires their execution in writing form.

Depending on the consistence of parties participate in obligation, Bank on behalf of and at the expenses of the client, to ensure fulfillment of client's obligations to the guarantor may issue a counter-guarantee towards another guarantor bank that issued a bank guarantee towards creditor of Bank's client.

8. REQUIREMENTS TO COLLATERAL RECEIVED BY THE BANK

45. General requirements to the collateral received by the Bank are provided by the collateral policy of the Bank.
46. Subjects of pledge shall comply with the following requirements:
- 1) A subject of pledge shall meet the requirements of the Civil Code of the Republic of Kazakhstan, principles and rules of Sharia and the requirement of the Bank.
 - 2) A pledger shall have right to a subject of pledge established according to legislation RK (property right, right of economic management), confirmed with the original constitutive documents transferred to the Bank for a period of validity of the Pledge Agreement.
 - 3) A subject of pledge (property and rights) shall be free from encumbrances and rights of third parties.
 - 4) Buildings and constructions may be pledged subject to complete construction, technical inventory and registration thereof in the authorized state structures. An exception is objects under construction, which simultaneously are subjects of pledge and financing of the Bank.
 - 5) The objects of real estate offered as pledge shall have exact legal address (location) indicating the street, building number, etc. In no above-stated identification signs are available, it is necessary to indicate a cadastral number of the object of real estate. Cadastral number shall be specified in constitutive documents registered in the Authorized state body.

9. GENERAL TERMS OF CARRYING OUT OTHER OPERATIONS

47. In addition to those operations specified above the Bank in accordance with license, laws of the Republic of Kazakhstan and internal Bank documents may carry out other operations in a Shariah-compliant manner:
- 1) Purchase, acceptance as collateral, accounting, storage and sale of refined precious metals (gold, silver, platinum, platinum group metals) in bricks, coins made of precious metals;

- 2) Issuing own securities (except shares);
 - 3) Safe operations: services of securities storage issued in documentary form, documents and valuables of customers, including rent of safe boxes, lockers and rooms.
48. Bank carrying out following operations with precious metals:
- 1) Purchase, selling of affined precious metals on domestic and/or foreign markets;
 - 2) Receive and placement affined precious metals as deposits;
 - 3) Receive affined precious metals as collateral in case of issuing financing in national and/or foreign currency.

Services, connected with operation with affined precious metals are paid in accordance with Bank tariffs.

49. Issuing of Bank's own securities is carried out with the purpose of long term funding, made through the issuance and placement of accepted types of securities, but not limited to the list stipulated by law; issuance of which is carried out in national and/or foreign currency.

Procedure of placement of securities established by Regulatory Authority, certain requirements can be set by trading organiser, in case of securities placement on organised exchange market.

The decision on the issue, as well as the establishment of the parameters and conditions for the issue of securities, is carried out by the Board of Directors of the Bank

50. Services of safe storage. Bank carries our services on safe operations:

- 1) services on storage of securities, issued in documentary form;
- 2) services on storage of documents and customer's valuables;
- 3) rental of safe boxes, lockers.

Valuables for storage accepted from individuals aged 16 y.o. and above.

Bank is not accepted for storage:

- 1) firearms, gas arms and knives;
- 2) explosive and strongly smelling substances;
- 3) narcotic and psychotropic substances.

Individual safes (cell) rent to entities and individuals. Terms of carrying our operations: type of operation, duration of storage or rent; amount of remuneration provided in Individual Safe Rental Agreement between client and Bank. Agreement necessary states the prohibition of storages items listed above.

Liability of fulfillment of agreement terms is assigned to the client.

Terms of rental and safe usage in expressed in internal Bank's policies. Bank carries out safe operations in accordance with current legislation of the Republic of Kazakhstan, internal acts and Bank's documents that regulate procedures of conduction operations on individuals safes.

10. DEADLINES FOR MAKING DECISION ON PROVISION OF BANK SERVICES.

51. Decision on provision of banking services is making by Bank until following deadlines:

№	Name of banking service	Deadline of making decision*
1.	Opening and maintaining bank accounts of entities	2 working days
2.	Openning and maintaining bank accounts of	1 working day

	individuals	
3.	Opening and maintaining correspondence accounts of respondent banks	2 working days before receiving application on opening account
3.1	Closure of correspondence account of respondent banks	3 working days
4.	Cash transactions: acceptance or withdrawal of cash	1 working day
5.	Exchange operations with foreign currency	1 working day
6.	Transfer operations	1 working day
7.	Financing of business clients (after receiving full pack of documents)	10 working days
8.	Retail financing (after receiving full pack of documents)	10 working days
9.	Financing of sole proprietor (after receiving full pack of documents)	10 working days
10.	Leasing	10 working days
11.	Deposits	
12.	Receiving deposits from entities	2 working days
12.1	Receiving deposits from individuals	1 working day
12.2	Letter of credit	
13.	Issuance of covered letter of credit (at client's expenses)	3 working days
13.1	Issuance uncovered letter of credit (on account of financing line)	3 working day after positive decision from responsible Bank's Authority
13.2	Issuance of letter of credit with foreign bank approval and/or foreign bank financing afterwards	3 working days
13.3	Advising of export letter of credit	3 working days
13.4	Advising of collection	7 working days
13.5	Guarantees (tender and payment)	
14.	Issuance of guarantee with money collateral	10 working days
14.1	Issuance of guarantee with other collateral	10 working days with presence of full pack of documents
14.2	Issuance guarantee with no collateral	10 working days
14.3	Changing of guarantee terms (amount or tenor)	Similar to the terms of issuance relevant guarantee
14.4	Advising of guarantee Авизование гарантии	3 working days
14.5	Installation, reinstallation and recovery after system crashes of Internet Client's system	2 working days

*- deadlines of making decision by the Bank starts from the date of receiving from client full package of documents, stated by normative acts of the Republic of Kazakhstan and internal documents of Bank for provision of banking services.

11. RATES AND TARIFFS FOR BANKING OPERATIONS

52. Ultimate rates and tariffs on conducting banking operations are presented in Attachment 1 hereof.
53. Standard rates and tariffs on conducting banking operations (within ultimate rates and tariffs on conducting banking operations) are subject to approval of the Management Board of the Bank or Assets and Liabilities Committee, or other authorized Management Board collegiate body.
Information regarding current tariffs of the Bank and dates of their approval and amending, numbers of internal documents and approval body is available in all Bank branches and the Bank's web-site.
54. The Bank has the right to establish individual rates and tariffs on conducting banking operations (within ultimate/minimum rates and tariffs on conducting banking operations) for certain clients/group of clients and/or clients segment.
Individual rates and tariffs on conducting banking operations shall be approved by the Management Board of the Bank or relevant authorized Management Board collegiate body.
55. Unless otherwise is allowed by the legislation of the Republic of Kazakhstan, the Bank shall not unilaterally increase rates and tariffs for banking services set on the date of the financing agreement or agreement on providing payment services, except for tariffs for international payments and (or) remittances.
56. Unless otherwise is provided in the Bank tariffs, the Bank additionally charges actual costs of postal, telegraph, telex, phone and other expenses. The Bank expenses in relation to other banks (correspondent banks) for performing clients' orders on performing banking services in foreign currency are charged as actual cost of such expenses.
57. In case when the Bank tariffs does not provide the tariff for a certain service, or Bank is required to make unconventional decision and/or conduct additional work not provided by the Bank standard procedures when providing a service, the Bank shall determine the size of the tariff based on the costs of expenses for its provision
- 57-1. According to the legislation of the Republic of Kazakhstan, most of the services provided by the Bank are exempted from Value added tax (VAT) as financial services

12. PROCEDURE FOR CONSIDERATION OF CUSTOMERS APPLICATIONS ARISING DURING PROVISION OF BANKING SERVICES

58. If there are any questions and/or suggestions to the Bank or its individual employees, and for more information about Bank operations and conditions and terms of operations that are not included to the Rules, customers can contact the Bank (branch/representative office) or call to Relationship Managers (RMs) or Customer Service Officers (CSOs) of the Bank:

Corporate Web-site	www.zamanbank.kz
Email:	info@zamanbank.kz
Registered address of Head Office	141200, Republic of Kazakhstan, Ekibastuz, 14/3, Mashkhur Zhusup Avenue 111a Tel.: +7 (7172) 26 20 26
Tel. number and addresses of branches in Kazakhstan	050000, Republic of Kazakhstan, Almaty, 282 Dostyk avenue Tel: +7 (727) 3 556 575 010017, Republic of Kazakhstan, Nur-Sultan, 14/3 Kunayev street Tel.: +7 (7172) 26 20 26 160000, Republic of Kazakhstan, Shymkent, 57 Zheltoksan street. Tel.: +7 (7252) 600 601

59. If there are any claims and/or complaints against the Bank or its individual employees, customers can contact himself directly or through Bank (branch/representative office) the Compliance Officer of the Bank by following contact details: info@zamanbank.kz
60. The Bank carries out work with the following customers' requests:
- 1) written requests received by express, regular mail, e-mail and Bank's web site;
 - 2) oral requests received by telephone and during direct visits of Bank customer.
61. Authorized Bank persons carry out personal reception of customers in the head office and branches at least once a month according to the schedule of reception, approved by the Chairman of the Management Board, Head of the branch (at the branch). Reception is held at the working place on days and hours established and communicated to the customer. If request cannot be resolved by an authorized person of the Bank during reception, it is presented by the customer in writing and the work will be done on it as with the written request.
62. Written requests of customers are registered in the register of written requests containing details in accordance with the Bank's internal documents.
63. Customer is issued a document confirming reception of his written request in hard copy or a relevant note on request's copy is made. Rejection to take written request is not allowed.
64. Requests received through the Bank's web site are registered in the manner provided by internal Bank documents.
65. Customers' requests received by telephone are recorded. Record of telephone conversation with the customer is made with his/her consent after notifying him/her about this in the beginning of conversation.
66. Requests received by the Bank orally (by telephone or during personal customer's visit

- of Bank office) shall be considered immediately and if possible the response to oral customer's request shall be provided immediately.
67. Written customers' requests are considered by the Bank within the following terms:
 - 1) customer's request that does not require obtaining information from other persons, entities, officers or on-site checking is considered within fifteen days of its receipt by the Bank, subject to legislation of the Republic of Kazakhstan;
 - 2) customer's request that requires obtaining information from other persons, entities, officers or on-site checking is considered and decision is made within thirty days of its receipt by the Bank.
 68. When considering request in case of paucity of information the Bank requests for additional documents and information from the customer, and the period of request consideration shall be suspended until provision of necessary documents and information to the Bank.
 69. The Bank provides an objective, comprehensive and timely review of requests of individuals and legal entities, informs customers about outcome of requests' review and taken action. A written response to the customer on the outcome of requests' review shall be given in state language or in Russian or in the language of request and has reasoned and motivated arguments for each request, demand, recommendation or other matter set forth by the customer with reference to relevant requirements of legislation of the Republic of Kazakhstan, the Bank's internal documents, contracts pertaining to the subject, as well as on actual facts of the matter, explaining his/her right to appeal the decision.
 70. In the case of validity and legality of customer's request, the Bank decides to eliminate violations and restore rights and lawful interests of the customer.
 71. The answer to a written request shall be signed by an authorized person of the Bank.
 72. Transfer of response on customer's written request, received by mail or express is made by registered mail with notification to the address specified in customer's request, or by hand delivery against receipt when customer comes to the Bank and the mark in the register of written request should be made.
 73. Functions of analysis and control over request's consideration are assigned to the Department of the Bank, as determined in accordance with Bank's internal documents, and include:
 - 1) analysis and synthesis of Bank customers' requests to identify and eliminate causes which led to respective request;
 - 2) development of recommendations for Bank to improve organization of work with Bank customers' requests;
 - 3) introduction of proposals on necessary measures to eliminate detected violations with regard to all consumers of this financial services and preventive measures to prevent such violations in the Bank to Bank's management based on results of consideration of Bank customers' requests.

13. RIGHTS AND OBLIGATIONS OF THE ISLAMIC BANK AND ITS CUSTOMERS, THEIR RESPONSIBILITY

74. The Bank and its customers have rights, bear duties and responsibilities in accordance with laws of the Republic of Kazakhstan, rules and principles of Sharia and agreements concluded between the Bank and the customer.

75. Contracts signed by the Bank and the customer are changed and amended only by agreement of parties, unless otherwise is provided by terms of relevant contract and provisions of legislation of the Republic of Kazakhstan.
76. The Bank and customers are required to comply with terms of contracts, to perform duties assigned to them as contracted. For non-performance or improper performance of obligations under contracts, the Bank and customers are liable under the law and relevant contracts.
77. The Bank guarantees confidentiality of current account, transactions and deposits of its depositors, customers and correspondents, as well as secrecy of property being kept in safe boxes, boards and bank premises. Officials, employees of the Bank and other persons who by virtue of their duties shall be liable according to laws and rules & principles of Shariah, except for disclosure of banking secrets to authorized persons on the grounds and in cases expressly stipulated by the legislation of the Republic of Kazakhstan, as well as by Conditions of bank account contract and by provisions of individual contracts signed by the customer.
78. The Bank complies with requirements of combating legalization (laundering) of proceeds of crime and financing of terrorism, and may impose certain requirements, prohibitions and restrictions to operations carried out by customers under laws of the Republic of Kazakhstan.
79. When carrying out foreign exchange operations of customers the Bank as an agent of foreign exchange controls conducts process of exchange control in accordance with legislation. When conducting operations customers are required to submit documents relating to currency transactions to the Bank. In case of violation of currency legislation by customers the Bank shall notify authorities of foreign exchange controls.
80. Taking into account other provisions of these Rules, the Bank and the customer fulfill their obligations and responsibility under the following conditions:
 - 1) Bank in good faith and with reasonable care fulfills its obligations in accordance with this General terms and conditions and banking practice and is entitled to use any means of communication, settlement or payment systems, intermediary banks or other institutions (each of which is hereinafter referred to as "**System**") by its choice.
 - 2) The customer and the Bank shall not be liable for any indirect, incidental or consequential damages or losses (including lost profits).
81. Any obligation of the Bank relating to any account, letter of credit or confirmation, respectively, of opened or issued by the Bank, is subject to laws (including government acts, orders, decrees and Rules to the extent it does not contradicts to Shariah principles and rules), acting on the territory of State or on the territory where account is maintained or where a letter of credit was opened or confirmation is issued, and is enforceable only with regard to the Bank where the account is maintained, or where a letter of credit was opened or confirmation is issued, and that is the only place of payment. The Bank is obliged to make payments on account, letter of credit or confirmation only in that currency in which such account is maintained or letter of credit or confirmation is denominated.
82. The customer and the Bank shall not be liable for failure of any obligation in respect of any service, if performance of such obligations would violate any law, regulation or other requirement of any government or other authority under which it should act, or if

fulfillment of obligations becomes impossible, difficult or delayed due to force majeure circumstances: in this case performance of obligations shall be suspended for the duration of such circumstances (in this case, in respect of the Bank, no other branch, subsidiary or affiliate is responsible for this). "Force majeure" means any event that happened for a reason not amenable to reasonable control of such party, including introduction of restrictions on conversion or transfer of funds, requisition, confiscation, unavailability of any means of communication, sabotage, fires, floods, explosions, natural disasters, riots, strikes or other protest actions in the workplace, rebellion, insurrection, war, governmental action, or formations with such powers.

83. The Bank is not responsible and liable for failure to transfer or placement of funds, if such transfer or placement cannot be executed due to circumstances beyond Bank control, including but not limited to any inaccuracies, failures, delays in transmission or in violation of operation of transmission means caused by strikes, power outages or equipment failure, or due to fault of the correspondent bank or clearing center, where relevant correspondent account of the Bank is opened or another system.
84. The Bank has the right to set-off against any funds credited to any account.
85. All banking transactions and services offered by the Bank are governed by laws and rules approved from time to time by relevant competent authorities of the Republic of Kazakhstan, including the National Bank of Kazakhstan and the principles and rules of Islamic Shariah, and these Rules are also governed by such laws and rules. In connection with execution of function of foreign exchange control agent, the Bank may periodically ask the customer for specific documents and / or written explanation that the customer shall provide on the basis of made request.
86. The Bank may cancel or suspend any operation, if its conduction, according to the Bank, violates or may violate the law, as long as the customer does not provide such documents and/or written explanation that may be required by the Bank to the satisfaction of the Bank.
87. The Bank may at any time at its sole decision to refuse to provide the services, terminate relationship with Customer, in case of the Customer's violation of the legislation, principles and rules of Islamic Shariah as interpreted by the Islamic Finance Principles Board of the Bank, at the bankruptcy or liquidation of the Customer, the prosecution of the Customer or bringing him to justice, the international prosecution of the Customer, if the Customer and/or its counterparty, the beneficiary bank and/or any other third party involved in banking operation, has any sanctions or restrictions imposed by head office of the Bank and/or by foreign / international / national organizations (including FATF, OFAC, UN, etc.), if the Bank has suspicions that the Customer is engaged in terrorist activities and/or legalization activities (money laundering) and/ or carries out any other activity which causes or is likely to cause the Customer's criminal prosecution and / or the occurrence of other conditions that may in the opinion of the Bank have any negative consequences for the Bank. Upon occurrence of these events, all obligations of the Customer before the Bank are subject to immediate execution. Upon that the Bank will not bear any responsibility for any loss of the Customer caused by the delay or suspension of payment instructions of the Customer.

14.RULES ON WORK POCEDURE WITH CUSTOMERS

88. When a customer appeals to the Bank in order to obtain banking services the Bank on customer's demand provides these Rules for its review.
89. The Bank establishes the following deadlines for consideration of statements and making decision to provide banking services for each type of banking services, if necessary filing of statement and subject to provision of full package of documents by the customer set by legislation of the Republic of Kazakhstan and Bank's internal procedures:
- 1) Opening of current account – the decision is made by the Bank within 1 working day after receipt by the Bank of all required documents;
 - 2) Opening of deposit to Bank customers – the decision is taken by the Bank within 1 working day after receipt by the Bank of all required documents;
 - 3) Provision of guarantees / letter of credit to Bank customers – the decision is taken by the Bank up to 10 business days from the date of Customer's submission of all required documents;
 - 4) in accordance of other banking services, the decision is taken by the Bank within the period up to 2 weeks for legal entities and up to 1 week for individuals depending on the nature of requested service and the period for receiving of internal approvals by competent authorities of the Bank.
90. The Bank may establish longer terms for consideration of statements and making a decision to provide banking services than specified in clause 89 of the Rules in cases:
- 1) where the Bank requires additional check of documents and data provided by the Customer, confirmation of information or approval from third parties or other officials and stakeholders;
 - 2) when the customer requests to provide non-standard banking services, requiring more time to study submitted documents, internal coordination and approval of the competent authorities of the Bank;
 - 3) of preparation of necessary preliminary documents in any of the above cases.
91. When providing banking services the Bank:
- 1) before signing the contract to provide banking services provides the customer:
 - Information about tariffs, timing of decision making on application for banking services (if application is required);
 - Information about conditions of provision of banking services and lists of required documents for conclusion a contract to provide banking services;
 - Information on responsibilities and potential risks of the customer in the event of default of obligations under the contract to provide banking services;
 - Advice on issues arising from the customer;
 - 2) On customer's request – a copy of standard form of relevant contract to provide banking services;
 - 3) shall consider customer's application to provide banking services (if application is required) in terms of these Rules;
 - 4) prior to signing the contract to provide banking services provides the customer with necessary time to become acquainted with its terms;
 - 5) Informs the customer of his right to appeal when disputes on received banking service arise to the Bank, banking ombudsman (on mortgage financing issued to

obligors – individuals), authorized agency or court. For this purpose the customer is given information about location, mail, email and Internet resources of the Bank, banking ombudsman and authority;

- 6) upon request informs the customer about sources of financial statements and other information of the Bank;
- 7) ensures confidentiality of customer's information;
- 8) after conclusion of the contract to provide banking services provides the customer with advice on any questions, reviews customer's requests.

15. MISCELLANEOUS

92. Disclosure

- 1) The Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit and debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer and/or the Accounts and/or the Customer's transactions with the Bank or its affiliates and branches.
- 2) The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party to the extent acceptable by the rules and principles of Shariah. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as the Bank.
- 3) In case of the death of the Customer, all the credit facilities (if any) shall become immediately due and payable and the Account shall be frozen and no amounts in the name of the deceased Customer shall be released unless a formal order by the competent court is received by the Bank to this effect, and the Bank shall only be responsible therefore from the date on which it has been notified about the death.
- 4) The Bank may open such Accounts (as may be approved by the Bank from time to time) for minors, which Accounts shall be opened by their parents or legal representatives. Minors shall have the right to deposit the Account and manage the deposits made by them. Deposits to Accounts of the minors under fourteen years old made by third parties shall be managed by their parents or legal representatives. Minors elder than fourteen years old have the right to manage the deposits made to their Accounts by third parties.

93. **Closure of Account.** The Bank shall have the right at any time in its discretion, and without notice, to close any Account and to request immediate settlement thereof without giving any reason whatsoever and without incurring any liability in so doing.

94. **Dormant Accounts.** In line with the Bank's policy, in the event that an Account does not reflect Financial Transaction initiated by the Customer (excluding transactions posted by the Bank) for a period of six consecutive calendar months or more - confirmed, the Account will be considered dormant. The Bank reserves the right to close any Account which is dormant for a period of one calendar year. In this instance the Bank will notify the Customer of its intention to close the Account not less than three (3) calendar months prior to the envisaged closure. Such notice will be sent through registered mail to the Customer's last known mailing address as informed by the Customer to the Bank,

with delivery with notification deemed to have taken place a maximum of five (5) days thereafter. Upon such closure the Bank will discharge its liability to the Customer by transferring of the credit balance remaining in the Customer's Account after deducting any charges, fees and other expenses incurred by the Bank to the Account of a notary. If there is debit balance in the Customer's Account, the Customer shall immediately pay the Bank the amount due from the Customer upon receipt of the Bank's advice of the closure of the Account.

95. Hold Mail. The Bank may, in its discretion, upon the Customer's request for this service, hold all mail including correspondence, notices and statements addressed to the Customer. Until the Customer collects the mail, the Bank shall hold the mail at the specific Bank's branch premises requested by the Customer. If the held mails are not collected for more than three (3) months, the Bank shall at its discretion have the right to mail them to the address provided by the Customer. If the Customer has not provided the Bank with a forwarding address, the Bank shall have the right to destroy all mail, which remains uncollected for three (3) months. The Customer may terminate the mandate given by the Customer to the Bank for holding mail at any time by written notice to the Bank and advise the Bank of the address at which the Customer's mail should be forwarded.
96. While Bank's correspondence storage:
 - 1) notwithstanding the mandate given by the Customer to hold mail, the Bank may forward such mail to the Customer which the Bank considers necessary;
 - 2) Bank may take such action as it may consider appropriate in response to certain type of mail;
 - 3) all mail shall be deemed to have been received by the Customer immediately upon delivery of the mail to the relevant branch for safekeeping;
 - 4) all statements issued by the Bank shall be deemed to be correct if the Customer does not notify the Bank of any errors within the period stated on the statement or in any case within fifteen (15) days from date of the respective statement;
 - 5) Bank shall not be liable for any loss or damage incurred by the Customer as a result of the mail holding mandate or from any act delay in acting or omission of the Bank in respect thereof;
 - 6) Customer shall compensate the Bank and hold it harmless against all actual losses, damages and expenses incurred by the Bank in relation to the mail holding mandate.
97. Bank may terminate and/or suspend this service at any time by giving the Customer thirty (30) days prior written notice.
98. Zakat. The Customer shall be solely responsible for paying the Zakat due on his funds. And the Bank may accept to be as agent of the Customer to calculate the due Zakat and pay the same on behalf of the Customer.
99. Waiver. After appropriate notification to the Customer the Bank may, at its discretion, waive compliance with any of these terms and conditions, but such waiver shall be without prejudice to the Bank's rights, including its right to enforce these terms and conditions at a subsequent time.
100. Customer Information:
 - 1) The Bank's books, records and accounts shall be conclusive and binding. Any certificate, printout or statement of account issued by the Bank shall be final and

- conclusive evidences against the Customer of the correctness thereof in any legal proceedings or other cases;
- 2) The Customer acknowledges and accepts that telephone calls by or to the Bank may be recorded for the protection of the interest of the Customer and the Bank.
101. **Banking Secrecy Waiver.** The Customer hereby agrees and consents that the Bank, its officers, employees, shareholder(s) and agents shall have the right to disclose any and all information about the Customer or relating to the Customer (including any information on the Account) which constitutes banking secrets in accordance with the banking legislation of the Republic of Kazakhstan:
- 1) to auditors, legal advisers and other professional advisers of the Bank;
 - 2) to any third party in relation to the assignment or transfer (including the proposed assignment or transfer) of the Bank's rights and obligations under this Agreement to such third party;
 - 3) to any bank or non-bank organisation in relation to withdrawal (including the proposed withdrawal) by the Bank or in the Bank's favour of moneys from any and all of the Customer's bank accounts;
 - 4) to any governmental authority of a foreign country, which has the authority to supervise and regulate the Bank and its shareholder(s), for the purposes of compliance by the Bank and its shareholder(s) with the requirements of the applicable laws and regulations.
102. The Customer hereby confirms that the Customer's waiver of the banking secrecy granted under the Bank Account Agreement is granted during his/her personal presence at the Bank premises.
103. The Customer acknowledges and agrees that upon signing of the Bank Account Agreement, the Bank shall be entitled to maintain, transfer, process and store such Customer's data, information and records in electronic form, on microfilm or other methods (including in processing centres and databases outside of the Republic of Kazakhstan) and further agrees that the messages, cables, telexes facsimiles, microfilms, tapes computer printouts and photocopies, which may be exhibited by the Bank as an extract from its files, books, records or accounts shall constitute conclusive evidence of the genuineness of the contents thereof.
104. The Customer acknowledges and agrees the Bank may utilise the services of third party contractors and that any such third party may have access to the Bank's books and records and, information regarding the Customer and the Account, upon signing of the Bank Account Agreement.
105. Further, by signing the Bank Account Agreement, the Customer irrevocably consents to the disclosure and reporting by the Bank, its officers, employees and/or agents, in any whatsoever, of any information relating to the Customer and its account relationship with the Bank (including without limitation, credit balances and deposits with the Bank, account history and other Customer related information) as the Bank, its employees, and/or agents may in their absolute discretion think fit to:
- 1) Bank's head office, any of its representative offices, subsidiaries, affiliates and branch in any jurisdiction and any related corporations of the Bank;
 - 2) service providers including persons to whom the Bank has outsourced any operational functions which may be engaged by the Bank to carry out any of the Bank's businesses or operations within or outside of the RK and are under a duty of

- confidentiality to the Bank;
- 3) any actual or potential assignee(s) of any rights or obligations of the Bank;
 - 4) any guarantor, third party pledgor or security provider;
 - 5) in response to any request from a third party for a reference;
 - 6) any solicitors or accountants or other professional advisors acting for the Bank and/or agents and independent contractors;
 - 7) any regulatory, fiscal, supervisory or governmental authority in any jurisdiction;
 - 8) Any other person(s) whom the Bank considers, is in its interest to make such disclosure.
106. The Customer will not assert any claim, and waives any right to assert any claim, against the Bank for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting.
107. Notices. All notices and other communication posted by registered post to the Customer at the address stated in the Account Opening Application Form shall be deemed to have been duly received by the Customer seven (7) days after the date of posting with notification of the same. The Bank shall not be liable for any delay or loss of mail. Notification of any change of address of the Customer shall not be binding on the Bank until the Bank's records have been amended.
108. Where the Bank is required to give notice to the Customer under these Terms and Conditions, such notice shall be considered valid and binding on the Customer if it is displayed at the Bank's branches or on its website www.zamanbank.kz, sent by post, facsimile or otherwise notified to the Customer on the Statement of Account, or through other electronic means.
109. **Legitimate Funds.** The Bank shall be entitled to take whatever action it deems necessary or freeze any funds in the Account if the Bank believes the funds to have been obtained other than through lawful means or arising from an unlawful transaction. The Bank's judgment in this respect shall be conclusive. The Bank may also report any money laundering, illegal and/or suspicious transactions in the Account to the authorities within the RK or abroad. The Bank shall comply with all anti-money laundering laws and regulations in force and applicable to it from time to time and may at its discretion call for additional details or information on the Customer and/or the Accounts and provide the same to regulatory authorities involved in the said operations. The Bank will not take any responsibility for delayed execution of transactions if the information called for is not provided by the Customers in time.
110. Bank under valid laws and regulations makes effort to counteraction money laundering and may require at its discretion the provision of additional information from the client and/or accounts and provide the same to Responsible Authorities involved in operations. Bank is not responsible for any delay in execution of transactions, if the required information is not provided by client in time.
111. **Governing Law and Jurisdiction.** These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan to the extent they do not contradict with principles and rules of Islamic Shariah as interpreted by the Islamic Finance Principles Board of the Bank and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Kazakhstan to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions.

112. The Customer irrevocably waives any objection which it might now or hereafter have to the courts referred to in this Clause being nominated as the forum to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these General Terms and Conditions made hereunder and agrees not to claim that any such court is not a convenient or appropriate forum.
113. Submission to the jurisdiction of the courts of the Republic of Kazakhstan shall not limit the right of the Bank to bring proceedings against the Customer in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
114. The Parties recognize and agree that the receipt and payment of interest is not permitted under Shariah and accordingly agree that if any claims for amounts due under this Rules are made in a court of law and that court, by applying the laws and regulations of its legal system, imposes an obligation to pay interest on the amounts being claimed, the Parties irrevocably and unconditionally expressly waive and reject any entitlement to recover such interest.

Ultimate fee rates and tariffs for banking operations

Operations	Tariffs	Notes
1	Opening of account:	
1.1.	For legal entities	
1.1.1.	5 000 tenge	
1.1.2.	0 tenge	
1.2.	For public, budget organization and individuals	
1.2.1.	2 500 tenge	Commission fee is not charged when opening an account for an individual to make a deposit
1.2.2.	0 tenge	
1.3.	For sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors	
1.3.1.	3 500 tenge	
1.3.2.	0 tenge	
1.4.	130 000 tenge	
2.	Banking account management:	
2.1.	if any account activity:	
2.1.1.	Legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors	2 500 tenge per each account (monthly)
2.1.2.	Individuals	free of charge
2.2.	if no account activity within 12 months:	
2.2.1.	Legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors	if the balance amount on the account is up to 10 000 tenge - within the balance; if the balance amount on the account is over 10 000 tenge – 10 000 tenge

2.2.2.	Individuals	free of charge	
2.3.	Escrow account management	First year – 0 tenge Further years – 130 000 tenge	
2.4.	Provision of duplicate statements on the client's current account*:		
2.4.1	Legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors	200 tenge per a sheet	
2.4.2.	for non-profit organizations and individuals	100 tenge per a sheet	
2.5.	Provision of certificates at the clients' request*		
2.5.1	on availability/unavailability of banking accounts, indebtedness on financings and profit payment thereto, including those for participation to e-contest	2 000 tenge	
2.5.2.	with specifying data for a period	2 500 tenge	
2.5.3.	Urgent certificate	3 000 tenge	
2.6.	Provision of information and archive documents regarding the client's current account with enclosing the document duplicates for any time period, including in electronic form*:		
2.6.1	Legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors	350 tenge per a document or a printed list (no more than 6 000 tenge)	
2.6.2	for non-profit organizations and individuals	100 tenge per a document (no more than 3 500 tenge)	
2.7.	Transfer confirmation *		
2.7.1.	Confirmation of SWIFT transfer (initially after the money transfer)*	7 000 tenge + correspondent bank fee	
2.7.2.	Confirmation of SWIFT transfer (repeatedly for any time period within 12 months)*	8 500 tenge + correspondent bank fee	

2.8.	Investigation on the amount received to the Customer's account in case of requisites insufficiency (at the client's initiative) *		
2.8.1	without the involvement of correspondent bank	2 500 tenge	
2.8.2.	with the involvement of correspondent bank		
2.8.2.1	in local currency	4 000 tenge + correspondent bank expenses	
2.8.2.2	in Russian Ruble	2 500 tenge + correspondent bank expenses	
2.8.2.3	in USD, EUR	6 500 tenge + correspondent bank expenses	
2.8.2.4	other currencies	8 500 tenge + correspondent bank expenses	
3.	Closing of accounts:		
3.1.	at the client's initiative	6 000 tenge (regardless of the number of the bank accounts closed)	
3.2.	at the Bank initiative (according to regulatory legal acts)	free of charge	
4.	Cash operations		
4.1.	Withdrawals of cash to legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors in local currency (tariffs do not apply for granting a financing and return of deposit in cash)	0,55% of the amount (minimum – 1 000 tenge)	
4.2.	Withdrawals of cash to individuals in local currency (tariffs do not apply for granting a financing and return of deposit in cash)	0,95% of the amount (minimum – 500 tenge)	
4.3.	Withdrawals of cash to legal entities (branches and representatives), sole proprietors, farms, notaries and advocates,	1,50% of the amount (minimum – 1 300 tenge)	

	private enforcement agents and professional intercessors in foreign currency (tariffs do not apply for granting a financing and return of deposit in cash)		
4.4.	Withdrawals of cash to individuals in foreign currency (tariffs do not apply for granting a financing and return of deposit in cash)	1,25% of the amount (minimum – 700 tenge)	
4.5.	Receipt, recounting, sorting and packing of banknotes and coins placed by legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors in local currency (tariffs do not apply for repayment of a financing and placement of deposit in cash)	free of charge	
4.6.	Receipt, recounting, sorting and packing of banknotes and coins placed by individuals in local currency (tariffs do not apply for repayment of a financing and placement of deposit in cash)	free of charge	
4.7.	Receipt, recounting, sorting and packing of banknotes and coins placed by legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors in foreign currency (tariffs do not apply for repayment of a financing and placement of deposit in cash)	In Russian Rubles – 5% of the amount, minimum 50 000 RUB. In other currencies - free of charge	

4.8.	Receipt, recounting, sorting and packing of banknotes and coins placed by individuals in foreign currency (tariffs do not apply for repayment of a financing and placement of deposit in cash)	In Russian Rubles – 5% of the amount, minimum 50 000 RUB. In other currencies - free of charge	
4.9.	Banknote authenticity verification *	50 tenge for a banknote	
4.10.	Cash chequebook sale:*	1 500 tenge	
4.11	Preparation and packing cash on the basis of advance application of the client as part of the delivery of cash from the customer's bank account	0,5 % of the amount	One-time fee. Charged when the client refuses to receive cash prepared and/or packaged under the advance application
5.	Transfer operations		
Transfer operations of legal entities (branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors			
5.1.	Intrabank transfer:		
5.1.1.	Via “Internet-Client” system	free of charge	
5.1.2.	Paper based	350 tenge	
5.2.	External transfers in tenge:		
5.2.1.	Receipt of payment orders with current value date via “Internet –Client” system:		
	till 12 at noon	500 tenge,	
	from 12 at noon till 5 pm.	700 tenge,	
	immediate payment (within one hour)	10 000 tenge	
5.2.2.	Receipt of payment orders with future value date via “Internet – Client” system	500 tenge	
5.2.3.	Receipt of payment orders with current value date in hard copy:		
	till 12 at noon	700 tenge,	

	from 12 at noon till 5 pm.	800 tenge,	
	immediate payment (within one hour)	10 000 tenge	
5.2.4.	Receipt of payment orders with future value date in hard copy:	400 tenge	
5.3.	External transfers in foreign currency:		
5.3.1.	at the remitter's expense:		
	in EURO (EUR)	min 0.3%, max 5% of the amount	To calculate commission equivalent in the national currency exchange rate of NBRK as of the operation date is used
	in US dollars (USD)	min 0.3%, max 5% of the amount	
	in Russian Rubles (RUB)	min 0.25%, max 3% of the amount	
	In other foreign currency	Tariffs for transfers in USD are applied. To calculate USD equivalent in another currency exchange rate of NBRK as of the operation date is used.	
5.3.1.1	At the beneficiary's expense		
	in EURO (EUR)	min 0.25%, max 3% of the amount	To calculate commission equivalent in the national currency exchange rate of NBRK as of the operation date is used
	in US dollars (USD)	min 0.25%, max 3% of the amount	
	in Russian Rubles (RUB)	min 0.20%, max 2% of the amount	
	In other foreign currency	Tariffs for transfers in USD are applied. To calculate USD equivalent in another currency exchange rate of NBRK as of the operation date is used.	
5,3,2,	Performing a transfer during the current day from 4 pm till 6 pm Astana time (transfer performed in USD, Euro, and Russian Rubles, if available in the Bank)	At double the normal rate for relevant transactions as specified in clause 5.3.1	For each currency (min and max rates are also subject to twofold increase)
5.4.	Transfer operations of individuals		
5.4.1.	Intrabank transfers	Free of charge	
5.4.2.	External transfers in tenge	0,25% of the amount (minimum – 400 tenge, maximum – 4000 tenge)	
5.5.	<i>Transfers in foreign currency to other banks</i>		
5.5.1.	at the remitter's expense		

	in EURO (EUR)	3 % of the amount, min 18 EUR-max 2800 EUR	To calculate commission equivalent in the national currency exchange rate of NBRK as of the operation date is used
	in US dollars (USD)	3 % of the amount min 20 USD-max 3000 USD	
	in Russian Rubles (RUB)	2 % of the amount min 200 RUB-max 6000 RUB	
	In other foreign currency	Tariffs for transfers in USD are applied. To calculate USD equivalent in another currency exchange rate of NBRK as of the operation date is used.	
5,5,2,	At the beneficiary's expense		
	in EURO (EUR)	2.5 % of the amount, min 15 EUR-max 2300 EUR	To calculate commission equivalent in the national currency exchange rate of NBRK as of the operation date is used
	in US dollars (USD)	2.5 % of the amount min 15 USD-max 2500 USD	
	in Russian Rubles (RUB)	1.5 % of the amount min 150 RUB-max 4000 RUB	
	In other foreign currency	Tariffs for transfers in USD are applied. To calculate USD equivalent in another currency exchange rate of NBRK as of the operation date is used.	
5,5,3,	Performing a transfer during the current day from 4 pm till 6 pm Astana time (transfer performed in USD, Euro, and Russian Rubles, if available in the Bank)	At double the normal rate for relevant transactions as specified in clause 5.3.1	For each currency (min and max rates are also subject to twofold increase)
5.6.	Changes in conditions, return of incorrect payment and making inquiry on payment fate		
5.6.1.	Changes in conditions/ return of incorrect payment in tenge after it has been executed by the Bank*	intrabank payment – 1 000 tenge; external payment – 8 000 tenge	given that the bank has technical capability
5.6.2.	Changes in conditions/ return of incorrect payment denominated in foreign currency after it has been executed by the Bank*	70 USD	
5.6.3.	Inquiry about the payment fate after it has been executed by the Bank*	4 500 tenge	given that the bank and the correspondent bank have technical capability

5.7.	Crediting money in foreign currency received from other banks to the clients' accounts	5% of the transfer amount	
5.8.	Payments and transfers in national and foreign currencies through CONTACT system	In accordance with CONTACT tariffs	
6.	List processing		
6.1.	regarding pension and social contributions presented in hard copy within one business day *	350 tenge per each person	this extra tariff does not cancel the basic tariff for transfer implementation
6.2.	regarding pension and social contributions presented in electronic form within one business day *	0 tenge per each person	
7.	Issue of payment request-orders for direct debiting at the client's request *		
7.1.	intrabank	500 tenge	
7.2.	other	1 000 tenge	
8.	Conversion operations		
8.1.	Currency conversion	Based on the Bank's exchange rate. Conversion is free of charge.	
9.	Fee for making payments by direct debiting of the banking account		
9.1.	Fee for making payments by direct debiting of the banking account	1 500 tenge	
10.	Additional service on money payments/transfers and/or current account maintenance in accordance with currency legislation (Currency control)		
10.1.	Receipt, check and processing of application to obtain the contract reference number*	4 500 tenge	
10.2.	Receipt, check and processing of application to obtain the contract reference number performed the same day provided the bank has technical capability *	6 000 tenge (urgent execution – 7 000 tenge)	
10.3.	Receipt and processing of supplementary agreements to contracts (agreements) not requiring the contract	2 500 tenge (the same day – 3 000 tenge)	

	reference number**		
10.4.	Receipt and processing of supplements and amendments to the contract with assigned contract reference number*	3 000 tenge	
10.5.	Receipt and processing of currency contract (not requiring the contract reference number)*	2 500 tenge	
10.6.	Deregistration of the contract*	2 000 tenge	
10.7.	Deregistration of the contract due to changing the servicing bank*	6 000 tenge	

11.	Export letters of credit		terms may be reconsidered by the parties
11.1.	Confirmation of export letter of credit:		
11.1.1.	with coverage	170 000 tenge	
11.1.2.	without coverage	400 000 tenge	
11.2.	Consulting on pre-advising of the export letter of credit	10 000 tenge	
11.3.	Advising of:		
11.3.1.	export letter of credit	100 000 tenge	
11.3.2.	changes in export letter of credit conditions (for each advising)	7 000 tenge	
11.4.	Cancellation of the letter of credit prior to its maturity		
11.4.1.	cancellation upon requiring the beneficiary's consent	20 000 tenge	
11.4.2.	cancellation upon receipt of formal waiver from the beneficiary (without prior request)	0 tenge	
11.5.	Documents verification		
11.5.1.	Primary documents verification	120 000 tenge	
11.5.2.	Repeated verification of documents which have been replaced in order to remove inconsistency revealed during the primary verification	3 000 tenge	
11.6.	Fee charged for inconsistency in	8 000 tenge	

	documents		
11.7.	Execution of inquiries to open (issue) and confirm a letter of credit and fulfill obligation thereunder	7 000 tenge	
11.8.	Letter of credit transfer		
11.8.1.	transferable credit	80 000 tenge	
11.8.2.	changes in conditions of transferable credit	7 000 tenge	
11.9.	Receipt and preparation of documents to be shipped to the paying bank (in the event of failure to verify documents)	7 000 tenge	
11.10.	Draft negotiation and acceptance	according to the agreement terms	
12.	Import letters of credit		terms may be reconsidered by the parties
12.1.	Preparation of the letter of credit text to be preliminary approved by the beneficiaries:	15 000 tenge	
12.2	Opening of import letter of credit:		
12.2.1	100% covered	150 000tenge	
12.2.2.	uncovered import letter of credit (within the financing lines frames)	65 000 tenge	
12.3	Pre-advising of the import letter of credit	7 000 tenge	
12.4.	Execution of inquiries related to opening (issuing) and confirmation of letter of credit and fulfilling obligation thereunder	7 000 tenge	
12.5.	Changes in letter of credit conditions	7 000 tenge	
12.6.	Documents verification		
12.6.1.	Primary documents verification	120 000 tenge	
12.6.2.	Repeated verification of documents which have been replaced in order to remove inconsistency revealed during the primary verification	3 000 tenge	
12.7.	Fee charged for inconsistency between documents	10 000 tenge	
12.8.	Transfer of money to make payments under the letter of credit		
12.8.1.	Transfer of money to make payments under the letter of credit in tenge	similar to transfer tariffs in tenge with current value date	

10.8.2.	Transfer of money to make payments under the letter of credit in foreign currency	similar to transfer tariffs in foreign currency	
12.9.	Fee for letters of credit not used prior to their maturity	7 000 tenge	
12.10.	Cancellation of a letter of credit not used prior to its maturity	15000 tenge	
12.11.	Fee on risks related to letter of credit	according to the agreement terms	
12.12.	Expenses related to opening (issuing) and confirmation of a letter of credit and fulfillment of obligations thereunder performed by other banks	at actual cost	
13.	Documentary collection provided by the commercial contract		
13.1.	Advising of clean collection (draft collection)	7 000 tenge	
13.2.	Advising of import collection (against acceptance or payment)	7 000 tenge	
13.3.	Processing of documents under export collection (against acceptance or payment)	55 000 tenge	
13.4.	Changes of instructions on collection	8 500 tenge	
13.5.	Execution of inquiries related to documentary collection operations	5 500 tenge	
13.6.	Return of unpaid documents		
13.6.1.	"without a protest"	4000 tenge	
13.6.2.	"with a protest"	6000 tenge	protest expenses are paid separately
13.7.	Endorsing documents for the benefit of a buyer or his bank (per each document)	2000 tenge	
13.8.	Money transfer to make payments under collection	55 000 tenge	
13-1. BANK GUARANTEE ISSUANCE (EXCEPT FOR INTERNATIONAL BANK GUARANTEES)			
13-1.	Bank guarantee issuance		
13-1.1.	technical issuance of the bank guarantee (operational issuance)	30 000 tenge	
13-1.2.	issuance of the bank guarantee (additional tariff for a risk)	10,0 % of the guarantee amount per annum	

13-1.3.	Changing conditions of the bank guarantee on the principal's initiative ¹	10,0 % of the guarantee amount	tariff is payable for each change
13-1.4.	Arrangement of a guarantee limit with documentary operations drawdown form	3% of the guarantee limit amount	
13-2. INTERNATIONAL BANK GUARANTEE OPERATIONS			
13-2.1.	Issuance of the guarantee (tariff for the risk) ³	10 % per annum	
13-2.2.	technical issuance of the guarantee	225 000 tenge	or 500 USD
13-2.3.	Changing conditions of the bank guarantee	22 500 tenge	or 50 USD. Tariff is payable for each change
13-2.4.	Advising of the guarantee	225 000 tenge	or 500 USD
13-2.5.	Advising of changing conditions of the guarantee	22 500 tenge	or 50 USD. Tariff is payable for each advising
13-2.6.	Checking documents accompanying payment order	450 000 tenge	or 1 000 USD
13-2.7.	Making payment under the guarantee	225 000 tenge	or 500 USD
13-2.8.	Sending documents by post or courier service (express-delivery service)	9 000 tenge	or 20 USD. Actual postal/courier expenses are paid additionally
13-2.9.	Cancelling the guarantee before its expiration on the client's initiative	45 000 tenge	or 100 USD
13-2.10.	Sending a message by SWIFT	6 750 tenge	or 15 USD
14. ISLAMIC FINANCE			
14.1.	Application processing	30 000 tenge	
14.2.	Organization of the deal	10,0 % of the amount	
14.3.	Changing financing terms based on the client's application	5,0 % of the outstanding principle amount	
15. Consulting services			
15.1.	Consulting in the field of expert, technical and economic activity:		
15.1.1.	consideration of pre-project and project documents *	2 500 tenge	
15.1.2.	collection and processing of project information (pre-project, marketing, technical and etc.)*	according to the agreement terms	

¹ These ultimate rates are not applicable when increasing the guarantee amount, which is considered for charging fee for issuance of a new bank guarantee for the increase amount.

15.1.3.	consulting service on transaction structuring*	35 000 tenge	
15.2.	Consulting in the field of Kazakhstan stock market:*		
15.2.1.	Providing information on stock market of RK	according to the agreement terms	
15.2.2.	Development of investment projects		
15.2.3.	Assistance in getting KASE listing		
15.2.4.	Assistance in issuance and placement of securities		
15.2.5.	Consulting on circulation of bills in RK		
15.3.	Fee for transaction structuring*		
16.	Consulting on legal issues:		
16.1.	Legal examination of financing projects:*		
16.1.1.	based on information provided by the Customer	according to the agreement term	
16.1.2.	based on additional research conducted by the Bank	according to the agreement term	
16.2.	Legal examination of agreements, contracts, guarantees with provision of written opinion*	according to the agreement term	
16.3.	Development of standard form contracts in accordance with main activity areas of the customer*	according to the agreement term	
16.4.	Development of individual agreement for certain legal relationships of the customer*	according to the agreement term	
16.5.	Making amendments and supplements to agreements, contracts concluded earlier*	according to the agreement term	
16.6.	Consulting on legal issues of banking activity*	2 500 tenge per hour	
16.7.	Compilation of collection of regulatory acts, analytical reviews, comments, instructions*	according to Bank internal documents	
17	Other services		

17.1.	Services associated with installation and operation of "Internet-Client" system		
17.1.1.	installation of "Internet-Client" system with encryption key provision*	15 000 tenge	
17.1.2	monthly subscription fee for maintenance of "Internet-Client" system*	2 500 tenge	Subscription fee is charged on a monthly basis regardless of the number of linked accounts and account activity
17.1.3	re-installation of the "Internet-Client" system*	7 000 tenge	
17.1.4	recovery after systemic failure*	7 000 tenge	
17.1.5	installation of additional place without encryption key provision*	6 000 tenge	
17.1.6	Replacing E-Token PRO* in case of production defect/ expiration of period of service (of the device/battery)/ damage (without visible reason)	free of charge	
17.1.7	Replacing E-Token PRO* in case of damage (with visible physical action) by the Client's fault	15 000 tenge	
17.1.8	Issuance/replacement of E-Token PRO* in case of loss	15 000 tenge	
17.2.	Storage of securities issued in documentary form, documents, and valuables of the customers:		
17.2.1.	up to a month *	5 000 tenge	
17.2.2.	provided that the agreement has been concluded for over a month *	3 500 tenge for each month	
17.3.	Filling in and printout of one payment order at the client's request	500 tenge	
17.4.	Typing and printout of the list to the Pension fund or the State Social Insurance Fund	200 tenge per each person	
17.5.	Providing certificates*		
17.5.1.	Provision of certificates on pledged collateral (including the bank consent on registration of relatives, on possible leasing of property	<ul style="list-style-type: none"> • Natural persons -1 000 tenge; • Legal entities 	

	and land buyout and etc.)	(branches and representatives), sole proprietors, farms, notaries and advocates, private enforcement agents and professional intercessors – 3 500 tenge;	
17.5.2.	Providing certificates on the archived financing folder of the client	7 000 tenge	
17.6.	Providing documents on pledged collateral*		
17.6.1.	Providing original documents on current collateral	up to 10 business days – 7 000 tenge; over 10 business days - 17 000 tenge	
17.6.2.	Provision of documents copy on collateral	350 tenge per a document	
17.7.	Provision of a financing report from the credit bureaus (not related to application for financing provision)		
17.7.1	Reports: - “Negative information” - “Identification” - “No data available” - “Primary”	1000 tenge	at the customer’s request
17.7.2	Report “Standard” / “Standard plus”*	2 000 ₸ + cost of the financing report according to the Tariff chart of the credit bureau	at the customer’s request
17.7.3	Report “Detailed” / “Detailed plus”*	2 500 ₸ + cost of the financing report according to the Tariff chart of the credit bureau	at the customer’s request
17.8.	Formation of contract, amendments in contracts (agreements,), as well as other documents at the request of the client	2 000 tenge	for each page of the document
18.	Banking services tariffs for correspondent banks		
18.1.	Opening of a correspondent		Free of charge

	account		
18.2.	Correspondent account maintenance	Free of charge	
18.3.	Closing of a correspondent account	Free of charge	
18.4.	Providing of the correspondent account statements: - according to operations performance - repeatedly on the Respondent's request	Free of charge 3 500 tenge (for each statement)*	
18.5.	Payments and remittances:	Operations in local currency	Operations in foreign currency
18.5.1.	Crediting clients' accounts in AED through AKTIF BANK	-	2%, min 85 AED
	Debiting clients' accounts in AED through AKTIF BANK	-	3%, min 90 AED
18.5.1.1.	Incoming payments from other banks	Free of charge	Free of charge
18.5.2.	Intrabank transfers	Free of charge	Free of charge
18.5.3.	External transfers:	Free of charge	Free of charge
18.5.3.1.	At the remitter's expense (OUR)	min – 10 000 tenge, max - 30 000 tenge	In RUB min – 15 RUB, max – 500 RUB In USD min – 50 USD, max – 200 USD In EUR min – 50 EUR, max – 200 EUR In other currencies – as for USD
18.5.3.2.	At the beneficiary's expense (BEN)	min – 5000 tenge, max – 20 000 tenge	In RUB min – 15 RUB, max – 450 RUB In USD min – 45 USD, max – 180 USD In EUR min – 45 EUR, max – 180EUR In other currencies – as for USD
18.6.	Interbank transfers	min. - 5000 tenge, max. – 20 000 tenge	min. - 50 USD, max. – 100 USD
18.7.	Changes in condition/return/investigation on payments	7 000 tenge*	45 USD*
18.8.	Providing a certificate on availability of a correspondent account	3 000 tenge*	

18.9.	Issuing confirmations upon audit companies' requests	10 000 tenge*
18.10.	Providing copies of payment orders and documents in SWIFT format (for each document)	2 000 tenge*

19		Safe deposit transactions					
		1 day	1 month	3 months	6 months	1 year	
19.1.	Small safe box sizes (7,2cm/25.5cm /40cm)*	1 000 tenge	5 000 tenge	15 000 tenge	20 000 tenge	50 000 tenge	
19.2.	Medium safe box sizes (16cm/25.5cm/40cm)*	1 500 tenge	8 000 tenge	20 000 tenge	30 000 tenge	80 000 tenge	
19.3.	Large safe box sizes (51.2cm/25.5cm/40cm)*	2 000 tenge	10 000 tenge	25 000 tenge	45 000 tenge	110 000 tenge	
19.4.	Change of safe box lock in case of damage or loss of the key by the client's fault *	25 000 tenge					
19.5.	Making a duplicate key of the safe box in case of damage or loss of the key*	30 000 tenge					
19.6.	Fee for access to the safe box on special terms when conducting real estate sale-purchase operations*	10 000 tenge					

Note:

* tariffs subject to VAT (tariffs are specified inclusive of VAT)

Appendix 2

to the General Rules for Banking Service of Trust Bank” JSC

ULTIMATE CONDITIONS**Within forms of Islamic financing applied by “Islamic Bank “Zaman Bank” JSC**

№	Parameters	The scheme of Islamic financing					
		Murabaha	Commodity murabaha	Customization (istisna)	Advance financing (salam)	Trust manager (mudaraba)	Permanent and dimenishing partnership (musharaka)
1.	Clients target group	Individual and business entity	Individual and business entity	Business entity	Business entity	Business entity	Business entity
2.	Target purpose	In accordance with paragraphs 33-2 and 33-3 of these Rules					
3.	Ultimate markup size	1) not less than 0,01 %; 2) not more than 56 %				not allowed	
4.	Ultimate rates of profit distribution ratio (Bank/client)	not allowed				1) not less than 1/99; 2) not more than 99/1	
5.	Financing tenor	1) minimum– one day; 2) maximum– 240 months					
6.	Financing amount	1) minimum amount – 0,01 tenge or equivalent in foreign currency ; 2) maximum amount – for a person not related with the Bank by special relations –25% of the Bank equity as of the date of financing agreement ² , except for blank financings. On unsecured financing – 10 % of the Bank equity as of the date of financing agreement. For a person related with the Bank by special relations – 10 % of the Bank equity as of the date of financing agreement					
7.	Fee	Within the ultimate rates applied by these Rules					

⁶ Pursuant to Prudential standards and other mandatory limits for Islamic banks, their standard values and methodology for calculating prudential standards and other mandatory limits for Islamic banks, approved by the resolution of the Management Board of the National Bank of RK No. 144 dd. May 30, 2016.

⁷ The specified penalty is not charged if the late repayment of the finances is due to objective reasons in accordance with the principles of Sharia (for instance: a fire at an enterprise, a sharp change in market conditions, which negatively affected the profitability of a business, political and technological factors, and so on).

№	Parameters	The scheme of Islamic financing					
		Murabaha	Commodity murabaha	Customization (istisna)	Advance financing (salam)	Trust manager (mudaraba)	Permanent and dimenishing partnership (musharaka)
8.	Repayment periodicity	monthly or with other periodicity in accordance with the decision of the authorized body of the Bank					
9.	Forfeit (fine, fee)	all forfeits charged (fine, fee) are directed for charity (fine, fee)					
1)	for untimely execution of an agreement ⁷	1) for an individual and sole entrepreneur: within 90 overdue days– 0.5% of overdue payment for each overdue day; above 90 overdue days– 0,03 % of overdue payment for each overdue day but not more than 10 % of the financing amount for each year of the relevant financing agreement; 2) for a legal entity – 0,5 % of overdue payment for each overdue day					
2)	for misuse of finances	not more than 50 % of misused amount					
10.	Collateral	in accordance with Sharia standard AAOIFI № 5 and the Bank's Pledge policy					
11.	Requirements to the client	in accordance with Financing Policy of the Bank					
11.	Financing order	in accordance with Sharia standard AAOIFI № 8	in accordance with Sharia standard AAOIFI № 30	in accordance with Sharia standard AAOIFI № 11	in accordance with Sharia standard AAOIFI № 10	in accordance with Sharia standard AAOIFI № 13	in accordance with Sharia standard AAOIFI № 12
12.	Agreement forms	standard forms, approved by the Management Board of the Bank upon availability of positive opinion of Sharia Supervisory Board		individual, in accordance with the law on banks, if the subject of the commercial financing agreement is acquisitions of goods subject to manufacture or goods received as a result of use of property, performance of work or provision of services. The conclusion of the Sharia Supervisory Board on compliance of this agreement with the norms and principles of Sharia is required		individual, in accordance with the Law on banks, the agreement can be concluded after obtaining a positive opinion of Sharia Supervisory Board	