Approved
order №01-017093/173 dated 18.03.2026

GENERAL TERMS AND CONDITIONS FOR THE FIXED-TERM/SAVINGS BANK DEPOSITS

These General Terms and Conditions for the Fixed-Term/Savings Bank Deposits (hereinafter – the General Terms for Deposits) set forth the terms and conditions for transactions between the Bank and the Depositor (hereinafter in the text – the Parties or individually – a Party) regarding acceptance or return of funds to/from the savings account(s), as well as opening, maintenance, and closure by the Bank of the Depositor's savings account(s). The specific terms of the deposit, including the amount, period, rate of return, including the annual effective rate of return, frequency and methods of payment of interest, shall be determined by the Depositor in the Instruction for Placement of a Bank Deposit (hereinafter in the text – the "Instruction"), which forms an integral part of these General Terms for Deposits and the Application for Accession/Application-Questionnaire for Accession for opening an account for a client who is a private entrepreneur, peasant (farm) household, private notary, private enforcement officer, lawyer, or professional mediator to the General Terms for Deposits, and are drawn up in the form established by the Bank.

The General Terms for Deposits, types of deposits, and specific deposit terms under which the Depositor may place deposits with the Bank shall be approved by the Authorized Body of the Bank and published on the official website of the Bank at www.forte.kz and at the Bank's customer service areas.

1. TERMS AND DEFINITIONS

1.1. The terms and designations contained in the General Terms for Deposits have the following meanings:

"Bank" – ForteBank JSC.

"Deposit" - funds placed in the Account under the terms and conditions specified in the Agreement and the Instruction.

"Depositor" - a legal entity or private entrepreneur, peasant (farm) household, private notary, private enforcement officer, lawyer, or professional mediator.

"Annual effective rate" - rate of return calculated in a reliable, annual, effective, and comparable manner for services, calculated in accordance with the Rules for calculating rates of return in a reliable, annual, effective, and comparable manner (actual cost) for loans and deposits, approved by the resolution of the Management Board of the National Bank of the Republic of Kazakhstan No. 137 dated March 26, 2012;

"Agreement" - the General Terms for Deposits and the Application for Accession/Application-Questionnaire for Accession for opening an account for a client who is a private entrepreneur, peasant (farm) household, private notary, private enforcement officer, lawyer, or professional mediator to the General Terms for Deposits.

"**Floating rate**" - a rate of return, the amount of which changes in accordance with the terms provided for in the Agreement.

"Account" means a savings account opened by the Bank for the Depositor in accordance with the Agreement with assignment of an individual identification code on the grounds of the Instruction concluded in accordance with the Agreement, to which funds are credited.

"**Fixed rate**" - a rate of return, the amount of which cannot be reduced during the deposit period specified in the Agreement.

1.2. Other terms and definitions used in these General Terms for Deposits, the meanings of which are not provided in clause 1.1., shall have the meanings as defined in the legislation of the Republic of Kazakhstan or as accepted in international banking practice.

2. SUBJECT OF THE AGREEMENT

2.1. Under the Agreement, the Depositor opens Account(s) and transfers Deposit(s) to the Bank, and the Bank accepts the Deposit(s) on the grounds of and in accordance with the terms of the Agreement and the Instruction.

2.2. Participation of each Party in the Agreement is not prioritized over other agreements between the Bank and the Depositor and does not limit the rights of the Parties to participate in other agreements.

2.3. The term of the Deposit under the Instruction is calculated from the moment the funds are credited to the relevant Account; when calculating the interest on the Deposit, the day the funds are credited to the Bank and the day the Deposit is returned by the Bank are considered as one calendar day.

2.4. The maximum periods for provision of payment services by the Bank during the term of the Agreement correspond to the periods established by the legislation of the Republic of Kazakhstan.

2.5. For Deposits of private entrepreneurs, the procedure and conditions for payment of insurance compensation are regulated by the legislation of the Republic of Kazakhstan on mandatory deposit insurance.

2.6. The rates of return on deposits may be fixed or floating.

3. ACCOUNT TRANSACTIONS PROCEDURE

3.1. The Bank shall be entitled to unilaterally refuse to accept a Deposit to the Account if the amount credited to the Account is less or more than the amount specified in the relevant Instruction.

3.2. The Deposit shall be considered as accepted and the agreement in respect of such Deposit shall be considered as concluded from the day the Deposit is credited to the Account. Interest shall accrue based on the actual amount of the Deposit, starting from the day following the day the Deposit is made, up to and including the date of expiry of the Agreement. When calculating interest, the year is considered to be 365 (three hundred sixty-five)/ for the Samruk–Kazyna National Welfare Fund JSC, and

for its subsidiaries and dependent joint-stock companies - 360 (three hundred sixty) days, and the month is equal to the actual number of days in it.
3.3. Interest on the Deposit shall be paid to the Depositor in accordance with the Agreement, as well as in the manner and on the conditions specified in the relevant Instruction;
3.4. Interest shall be paid with the withholding of taxes and other mandatory payments to the budget in accordance with the legislation of the Republic of Kazakhstan (unless otherwise provided by the legislation of the Republic of Kazakhstan), by transfer to the details specified by the Depositor in the relevant Instruction;
3.5. If the end date of the Deposit falls on a non-business day, accrual of interest on the Deposit shall cease, and the Bank shall return the Deposit on the next business day.
3.6. For Samruk– Kazyna National Welfare Fund JSC and its subsidiaries and dependent joint-stock companies, if the end date of the Deposit falls on a non-business, accrual of interest on the Deposit shall not cease and the Bank shall return the Deposit on the next business day.
3.7. During the period of restrictions on the disposal of funds in the Account in accordance with the Agreement, interest on the Deposit shall not accrue and shall not be paid by the Bank, and in the event of seizure of a part of the Deposit, interest shall not accrue and shall not be paid on that part of the Deposit.
3.8. The Deposit may be managed by the Depositor and other persons, in the manner and in the cases provided for by the legislation of the Republic of Kazakhstan.
3.9. In the event of a return of the entire amount of the Deposit before the expiry of the Deposit term provided for in the relevant Instruction submitted by the Depositor under the Agreement, payment of interest shall be made for the actual period of the Deposit with the Bank at the rate of return specified in the relevant Instruction.
3.10. In the event of early return of the Deposit as a result of the Depositor's violation of the conditions for withdrawal of a part of the Deposit specified in the relevant Instruction, the Bank shall recalculate the interest on the Deposit at the rate applied in the case of early return of the Deposit, as specified in the relevant Instruction. In this case, the Depositor shall be obliged to return to the Bank, on the day the Bank returns the entire amount of the Deposit, the amount of money equal to the positive difference between the interest paid by the Bank at the rate provided for in the relevant Instruction and the interest accrued at the rate applied in the case of early return of the Deposit, as provided for in the relevant Instruction. The Depositor agrees that the return by him of a part of the interest amount under this clause of the Agreement shall be made by way of the Bank withholding such interest amount from the amount of the Deposit withdrawn by the Depositor.
Note: clause 3.10 applies in cases where interest on the Deposit is paid to the Depositor on a monthly basis.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Bank shall:
4.1.1. upon submission by the Depositor of all documents required in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal documents, open an Account(s) for the Depositor, assigning the Depositor an individual identification code(s) on the grounds of the relevant Instruction provided by the Depositor;
4.1.2. not disclose to any third parties any information regarding existence and movement of the Deposit in the Account, except for as otherwise provided by the legislation of the Republic of Kazakhstan and the Agreement;
4.1.3. accept funds in the amount of the Deposit, received from the Depositor or in their favor from third parties by direct credit, by crediting the funds to the Account(s) of the Depositor specified by the remitter;
4.1.4. ensure crediting of the Deposit amount to the Account specified in the Instruction on the day of its receipt by the Bank in accordance with the Depositor's Instruction, and ensure safekeeping of the Deposit during the period it is held by the Bank;
4.1.5. carry out transactions on the Account in accordance with the Agreement, the relevant Instructions, and the legislation of the Republic of Kazakhstan, and upon written request of the Depositor or their authorized representative, provide information on the Deposit and (or) accrued interest, on the payment service, in the form of Account statements by delivering them in person to the authorized representatives of the Depositor or in another form requested by the Depositor;
4.1.6. accrue and pay interest on the Deposit in accordance with the terms specified in the relevant Instructions and the Agreement;
4.1.7. pay out a fixed-term deposit or a part thereof no later than 7 (seven) calendar days after the date of receipt from the Depositor of the relevant notification, together with the interest accrued thereon, in the manner and on the terms provided for by the Agreement;
4.1.7–1. pay out the savings deposit no earlier than 30 (thirty) calendar days after the date of receipt from the Depositor of the relevant notification, together with the interest accrued thereon, in the manner and on the terms provided for by the Agreement;
4.1.8. return the Deposit in the currency in which it was credited to the Account;
4.1.9. on the day of expiration of the Deposit term, return the Deposit to the Depositor and pay the interest accrued thereon to the details specified in the Instruction;
4.1.10. for late return of the Deposit amount or payment of interest, pay the Depositor a penalty, but not damages, in the amount of 0.01 (zero point zero one) % of the amount of indebtedness for each business day of the delay, excluding the day of return of the Deposit amount and/or payment of interest, but in any case no more than 5% of the outstanding amount;
4.1.11. execute, in accordance with the legislation of the Republic of Kazakhstan, acts on temporary restriction of disposal of property, resolutions and/or instructions of the appropriate public authorities and (or) officials on suspension of debit transactions on the Account, as well as acts on seizure of the Depositor's funds placed in the Account;
4.1.12. on the grounds of the relevant documents submitted in the prescribed manner regarding cancellation of acts on temporary restriction of disposal of property, decisions and (or) instructions of the appropriate public authorities and (or) officials on suspension of debit transactions on the Account, as well as acts on seizure of the Depositor's funds, and in cases provided for by the legislation of the Republic of Kazakhstan, resume debit transactions on the Account and not restrict the Depositor's right to dispose of funds, the disposal of which was previously restricted;

4.1.13. bear other obligations arising from the Agreement, the Instruction, and established by the legislation of the Republic of Kazakhstan;
4.1.14. not accept additional contributions until the authorized body of the Bank has made a decision on the possibility of making additional contribution(s) to the Deposit, if such a decision is required in accordance with the legislation of the Republic of Kazakhstan;
4.1.15. not accept additional contributions if the amount of the additional contribution would result in exceeding the maximum deposit amount specified in the Instruction, until the authorized body of the Bank has made a decision on the possibility of making additional contribution(s) to the Deposit;
4.1.16. unless otherwise provided by legislative acts, retain instructions submitted to it for the purpose of fulfilling the Depositor's monetary obligations to the Bank, including on the loan(s)/credit(s) issued to them, in the absence or insufficiency of funds in the Depositor's account necessary for execution of such instruction, for one year until the amount of funds sufficient for execution thereof is credited to the Depositor's account.

4.2. The Bank shall be entitled to:
4.2.1. use the Deposit at its own discretion in accordance with the legislation of the Republic of Kazakhstan;
4.2.2. based on the prior consent of the Depositor to debit funds from their Account(s), provided by signing the Agreement, withdraw funds from any Account of the Depositor opened under this Agreement according to the relevant Instructions, as well as from any other bank accounts of the Depositor opened with the Bank, by any means not prohibited by the legislation of the Republic of Kazakhstan, in the following cases:
1) establishment of the fact of unauthorized payment made by transferring funds;
2) transfer of funds on the grounds of a forged payment document;
3) execution of an erroneous instruction;
4) existence of the Depositor's indebtedness to the Bank under the Agreement and/or under any other of his monetary obligations, including obligations to pay the Bank's fees for provision of certain banking services, including by transferring funds from the Depositor's Account to the Depositor's current account for their subsequent withdrawal for the purpose of repaying any indebtedness of the Depositor to the Bank;
5) in the event of any errors made by the Bank, as the result of which funds were credited to the Account without grounds for such crediting;
6) in other cases, in the manner and on the grounds established by the legislation of the Republic of Kazakhstan;
4.2.3. unilaterally and out of court make amendments/additions to the Agreement, including tariffs for services provided under the Agreement, by giving prior notice to the Depositor:
- in the event of an increase in tariffs for payments and transfers, at least 1 (one) month prior to the effective date of such amendments/additions (including the revised version);
- in other cases, at least 10 (ten) calendar days prior to the effective date of such amendments/additions (including the revised version),

by posting the amendments/additions (including the revised version) in the customer service areas of the Bank's branches, on the official website of the Bank at www.forte.kz, except for those terms that may not be unilaterally amended in accordance with the legislation of the Republic of Kazakhstan.
Upon expiration of the relevant notification period after the date of publication by the Bank of the information on introduction of amendments/additions to the Agreement, including tariffs for services provided under the Agreement, in the manner established by this clause, such amendments/additions shall enter into force. Upon introduction of amendments/additions, the Agreement shall continue to be valid in the revised version.
4.2.4. make amendments/additions to the Agreement, including tariffs for services provided under the Agreement that may not be unilaterally amended in accordance with the legislation of the Republic of Kazakhstan, by giving prior notice to the Depositor:
- in the event of an increase in tariffs for payments and transfers, at least 1 (one) month prior to the effective date of such amendments/additions (including the revised version);
- in other cases, at least 10 (ten) calendar days prior to the effective date of such amendments/additions (including a new version),

by posting the amendments/additions (including the revised version) in the customer service areas of the Bank's branches, on the official website of the Bank at www.forte.kz, based on the will of the Depositor expressed by silence.
Failure by the Depositor, within the relevant notification period from the moment of publication by the Bank of a notice on the introduction of amendments/additions, in accordance with this clause, to submit a written statement of non-acceptance of the amendments/additions to the Agreement, including tariffs for services provided under the Agreement, shall constitute an expression of their will and shall mean the Depositor's consent to such amendments/additions.
4.2.5. suspend and/or refuse to execute a transaction in the following cases:
1) if one party/participant to the transaction/deal or obligation under the deal is:
a) an organization or person included in the lists compiled by the appropriate public authority in accordance with the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" (hereinafter - the Lists);
b) a legal entity directly or indirectly owned or controlled by an organization or person included in the Lists;
c) an individual or legal person acting on behalf of or at the direction of an organization or person included in the Lists;
d) a person registered or located in a country with significant risks of money laundering and financing of terrorism, as determined by an international organization or foreign state, or if such a person participates in execution of this transaction/deal;

2) if, over the course of reviewing transactions conducted by the Depositor, there are suspicions that the transactions are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism and financing of proliferation of weapons of mass destruction;
3) as established by legislation, including the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" or by international treaties ratified by the Republic of Kazakhstan;
4) if, during the transaction, the amount of the Deposit exceeds its maximum limit established by the Instruction;
5) suspicion of fraudulent actions and/or other unlawful incidents during transactions on the Account;
6) discovery of the fact that the Depositor and/or beneficiary is listed in the databases of the data exchange center for payment transactions with signs of fraud, in accordance with the legislation of the Republic of Kazakhstan.
4.2.6. suspend debit transactions on the bank account in the event of the Depositor's breach of their obligations under the bank loan agreement/credit facility opening (provision) agreement and/or security agreement(s) concluded with the Bank.
4.2.7. unilaterally repudiate and terminate the Agreement, in the manner and cases provided for by the legislation of the Republic of Kazakhstan:
1) in the event of liquidation or reorganization of the Depositor, upon availability of documents confirming the fact of liquidation/reorganization;
2) if the Bank reasonably believes that transactions are carried out for the purpose of legalization (laundering) of proceeds from crime, and/or one party (parties) to the transactions is an organization or person included in the Lists;
3) the Depositor's refusal to provide the necessary documents and information, as well as consent to collection, processing, and transfer of the Depositor's data/personal data to the US Internal Revenue Service, in accordance with FATCA requirements, including through the appropriate public authorities of the Republic of Kazakhstan, except for the cases where such closure is not permitted in accordance with the requirements of the legislation of the Republic of Kazakhstan;
4) if the Bank believes that the requirements of the Agreement, the legislation of the Republic of Kazakhstan and foreign states affecting the Bank's activities, internal procedures and conditions of the Bank that are public, and those of the correspondent bank, are being or may be violated, as well as in the event of existence of any sanctions under the jurisdiction of any country or international organization, the effect of which extends to the Bank and the Depositor;
5) in the event of any circumstances indicating that pre-trial/judicial proceedings are being conducted against the Depositor regarding the recognition of their activities as illegal, as well as in other cases that may be used to carry out unlawful activities against the Bank and its clients, causing harm to their interests.
4.2.8. Refuse to accept an additional contribution to the Account if the contribution is made less than 30 (thirty) calendar days before the expiration of the Deposit term specified in the Instruction.
4.2.9. Suspend, for the period provided by the legislation of the Republic of Kazakhstan and the Bank's internal procedures, debit transactions on the Account (all or specific ones), including in internet and mobile banking, as well as establish a restriction on the Depositor's access to the internet and mobile banking, if there are any reasonable suspicions that the funds in the Account are the result of fraudulent or other illegal actions, and in other cases where unlawful actions may be carried out against the Depositor, the Bank, or its other clients, as well as introduce other restrictions and measures provided for by the legislation of the Republic of Kazakhstan aimed at preventing such actions and their consequences, and reducing possible losses of the Depositor, the Bank, or its other clients.
4.2.10. If any transactions with signs of fraud and/or unlawful incidents are detected on the Account, request from the Depositor the information necessary to clarify the circumstances of such transaction.

4.3. The Depositor shall:
4.3.1. submit to the Bank an Instruction to the Agreement, completed with the Deposit terms and conditions based on the information provided to them regarding the terms and conditions of the Deposit to be lodged;
4.3.2. make the Deposit to the relevant Account by direct credit of funds in the amount specified in the relevant Instruction to the Agreement, within 3 (three) business days from the date the Bank accepts the Instruction to the Agreement, and understand that if the Deposit is not made within 3 (three) business days, the individual identification code assigned to it in accordance with the relevant Instruction to the Agreement shall be null and void;
4.3.3. carry out transactions on the Account in accordance with the legislation of the Republic of Kazakhstan and the terms of the Agreement;
4.3.4. maintain on the Account the minimum balance of the Deposit under the terms provided in the relevant Instruction;
4.3.5. provide the Bank with all documents necessary for opening the Account, performing transactions on the Account opened under the Agreement, obtaining information on the status of their Account, as well as documents requested by the Bank for the purposes of foreign exchange control, compliance with the requirements of the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds from crime and financing of terrorism, as well as for collection, processing, and transfer of the Depositor's data/personal data to the United States Internal Revenue Service, in accordance with FATCA requirements, including through the appropriate public authorities of the Republic of Kazakhstan;
4.3.6. in the event of unilateral refusal to perform the terms of the Agreement or early demand for the Deposit or part thereof, notify the Bank in writing:
-for fixed-term deposits, in the case of full/partial return, 7 (seven) calendar days in advance;
-for savings deposits, in the case of full early return of the Deposit, 30 (thirty) calendar days in advance;
4.3.7. in the event that the Bank credits funds in error to the Depositor's Accounts opened under the Agreement, for the purpose of correcting such error, within 3 (three) business days after receiving statements on the Accounts, notify the Bank thereof and return to the Bank in full the erroneously credited funds, no later than within 5 (five) business days from the moment the Depositor establishes the fact of the error or from the moment the Bank sends the relevant notification on the refund of erroneously credited funds;

4.3.8. return to the Bank any excess interest paid by the Bank on the Deposit within 5 (five) calendar days from the date of receipt of a written demand from the Bank;
4.3.9. immediately, but in any case no later than 5 (five) business days, provide the Bank in writing with accurate and complete information on all changes that may affect the transactions performed by the Bank on the Depositor's Accounts, including changes to its name, location, membership of persons authorized to sign payment documents, as well as in cases of reorganization, liquidation, loss, or wear of the seal;
4.3.10. for violation of any of the obligations provided in clause 4.3.9. of the Agreement, pay the Bank a penalty for each instance of violation in the amount of 0.01% of the total amount of the Deposit placed on the Account(s) opened under the Agreement, at the time the Bank submits the demand for payment of the penalty;
4.3.11. pay the Bank's service fee in accordance with the current tariffs of the Bank, posted in the customer service areas of the Bank's branches and on the official website of the Bank at www.forte.kz, in the event of transfer of the Deposit amount and/or interest to the Depositor's bank account opened with another bank and/or organization carrying out certain types of banking transactions. The Depositor agrees that the Bank has the right to charge a transfer fee by withholding the amount of the fee from the returned Deposit amount and/or the interest paid on the Deposit;
4.3.12. independently learn about changes in the Deposit rates of return and the Bank's tariffs, about amendments/additions to the Agreement by reviewing the relevant information at the Bank's branches, on the official website of the Bank at www.forte.kz, or by calling the Bank's information service numbers;
4.3.13. in a timely and proper manner fulfill other obligations and requirements of the Bank imposed in accordance with the Agreement and/or the legislation of the Republic of Kazakhstan.
4.3.14. confirm (both at the time of conclusion of the Agreement and in the future) that neither it, nor its representative, beneficial owner, nor other participants in the management or ownership structure, as well as persons belonging to the same group of persons with it, nor counterparties, are subject to any restrictions or sanctions measures, and are not included in any sanctions lists in accordance with the jurisdiction of any country or international organization, the effect of which extends to the above persons as well as to the Bank (hereinafter – Sanctions);
4.3.15. if, at any time during the term of the Agreement, the Client becomes aware of any imposition or effect of Sanctions, as per the clause specified above, the Client shall notify the Bank immediately, but no later than within 5 (five) calendar days from the date the Client became or should have become aware of such imposition or effect. In the event of imposition or effect of a Sanction, as well as in the case of the Client's failure to fulfill the obligation to notify the Bank of such imposition or effect of a Sanction, the Bank shall have the right to terminate business relations with the Client, suspend, or refuse to execute any transaction in the manner provided for in the Agreement;
4.3.16. not to issue instructions or conduct transactions aimed at circumventing Sanctions. If any instruction or transaction under this Agreement, at the Bank's discretion, is aimed at circumventing Sanctions, the Bank shall have the right to refuse to execute or perform such instruction or transaction without any adverse consequences for itself. Circumvention of a Sanction shall include, among other things, creation of intermediary structures for supply of sanctioned goods, execution of payments or receipt of financing in violation of a Sanction, etc.
4.3.17. not to provide third parties with access to the Account or to the Depositor's means of identification, including transfer thereof, which results in third parties gaining access to making payments and/or transfers of funds, except as provided by law.
4.3.18. upon the Bank's request, in the event of detection of a transaction on the Account with signs of fraud and/or other unlawful incidents, provide the Bank with information necessary to clarify the circumstances of such transaction, in accordance with the Bank's internal procedures and the legislation of the Republic of Kazakhstan.

4.4. The Depositor shall have the right to:
4.4.1. receive the return of the Deposit and payment of interest thereon in accordance with the terms specified in the relevant Instructions to the Agreement;
4.4.2. demand from the Bank the return of the Deposit or part thereof in accordance with subclauses 4.1.7., 4.1.7-1 of the Agreement before the expiration of the Deposit term provided for in the relevant Instructions to the Agreement;
4.4.3. demand from the Bank information about the Deposit and the interest accrued thereon;
4.4.4. receive statements, certificates on the status of their Account, and information on payment services;
4.4.5. terminate the Agreement on the grounds and in the manner provided for by the legislation of the Republic of Kazakhstan;
4.4.6. issue powers of attorney for the management of the Accounts/Deposit;
4.4.7. make additional contributions in any amount and with any frequency up to the maximum amount of the Deposit specified in the Instruction to the Agreement, unless otherwise provided by the Instruction. The last additional contribution shall be accepted by the Bank no later than 30 (thirty) calendar days before the expiration of the Deposit period specified in the Instruction;
4.4.8. have other rights arising from the Agreement and established by the legislation of the Republic of Kazakhstan.

5. SPECIAL CONDITIONS

5.1. The terms of transactions concluded in accordance with the Agreement shall be determined in each specific case by the Depositor providing an Instruction to the Agreement, signed by the Depositor's authorized representatives, with the affixing of seals (if available).
5.2. Based on the results of oral negotiations of the authorized representatives of the Parties, the Depositor shall submit to the Bank an Instruction to the Agreement with the completed terms and conditions of the Deposit for approval thereof.
5.3. The Bank shall notify the tax authorities of the opening of an Account for the Depositor under the relevant Instruction in accordance with the legislation of the Republic of Kazakhstan.
5.4. The terms of the Agreement regarding the return of the Deposit and early return of the Deposit shall not apply to a Deposit that is the subject of a pledge and deposited with the Bank as security for the Depositor's obligations to the Bank.

5.5. The Bank undertakes protective measures against unauthorized payments, provided that such measures do not contradict the legislation of the Republic of Kazakhstan.
5.6. When providing a payment service in foreign currency under the Agreement, the exchange rate established by the Bank shall apply, unless otherwise provided by the legislation of the Republic of Kazakhstan.
5.7. If there are outstanding claims against the Account or unresolved acts imposing temporary restrictions on the disposal of property, decisions and (or) orders of the appropriate public authorities and (or) officials to suspend debit transactions on the Account, as well as acts imposing seizure on the Deposit placed in the Account, the validity of the relevant Instruction to the Agreement shall be deemed extended until such conditions cease to exist. After the cessation of the conditions specified in this clause, the relevant Instruction shall cease to be effective.
5.8. In the event of replacement of at least one specimen signature or the seal impression of the Depositor, the Depositor shall submit to the Bank a new document containing specimen signatures and the seal impression, executed and certified in the manner prescribed by the legislation of the Republic of Kazakhstan.
5.9. The Bank shall not be liable:
1) for the actions of persons authorized by the Depositor to dispose of the Deposit, if the Depositor fails to notify, or notifies in an untimely or improper manner, the Bank of replacement of such persons or early termination of their powers in accordance with sub-clause 4.3.9 of the Agreement;
2) for refusal to conduct, as well as suspension of transactions with money and (or) other property in accordance with the Law of the Republic of Kazakhstan "On Counteracting Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism".
3) for consequences arising as a result of the Depositor granting access to third parties to the Account, the Depositor's means of identification, including transfer thereof, which led to third parties obtaining access to making payments and (or) transfers of funds, except as provided by law.
5.10. In the event that a claim regarding an unauthorized payment service or another claim of the Depositor is justified, the Bank shall restore the amount of the transaction to the Account and reimburse the Depositor for other documented losses within 10 (ten) business days from the date of completion of the claim review.
5.11. The Bank shall reimburse the Depositor for losses related to an unauthorized payment service carried out after the Bank receives, in accordance with the conditions established by the Agreement, notification from the Depositor thereof, in an amount not exceeding the amount of the unauthorized transaction, taking into account the Bank's fees for such transaction, by returning it to the Depositor by means permitted by law, except as provided by the Agreement.
5.12. The Bank's liability for breach of its obligations under the Agreement is limited to the payment of penalties only, and not damages, unless otherwise provided by the legislation of the Republic of Kazakhstan.
5.13. The Parties shall be released from liability for partial or complete non-fulfillment of obligations under the Agreement if such non-fulfillment is the result of force majeure circumstances (fire, flood, earthquake, etc.), unlawful actions of third parties in the absence of fault of the Bank or the Depositor, as well as orders/decisions of the appropriate public authorities of the Republic of Kazakhstan and (or) officials, and if these circumstances directly affected the performance of the Agreement. In such cases, the term for performance of obligations under the Agreement shall be extended proportionally to the time during which such circumstances occurred. The Party affected by force majeure circumstances shall notify the other Party thereof within 3 (three) business days. The Parties recognize the inability to make payments due to technical reasons as force majeure circumstances.
5.14. If force majeure circumstances last for more than 3 (three) months, the Parties have the right to repudiate the Agreement and/or the Instruction, by notifying the other Party 15 (fifteen) calendar days prior to the intended date of termination of the Agreement and/or the Instruction, after which the Agreement and/or the Instruction shall be deemed terminated.
5.15. In the event of non-compliance with the above conditions, the Parties have agreed that no circumstances shall be considered as force majeure, and the Parties' obligations under the Agreement cannot be waived or limited in any way.
5.16. Upon cessation of force majeure circumstances, the Party affected by force majeure shall, within 3 (three) calendar days, notify the other Party in writing of the cessation of such circumstances, indicating the deadline by which the obligations under the Agreement and/or its Instructions are expected to be fulfilled.
5.17. Upon termination of the conditions specified in the relevant Instruction to the Agreement, the Bank shall close the Depositor's Accounts and annul their individual identification codes.
5.18. Disputes/issues arising under the Agreement, including those regarding unauthorized payment services, shall be resolved by the Parties through negotiations, by sending claims/notifications/applications in writing, unless otherwise provided by the Agreement. If no agreement is reached – in the manner prescribed by the legislation of the Republic of Kazakhstan.
5.19. The Depositor shall independently familiarize themselves with the amended version of the Agreement and the Bank's tariffs posted on the Bank's website;
5.20. By signing the Agreement, for the purpose of the Bank's compliance with the legislation of the Republic of Kazakhstan, the Depositor gives their consent:
if the Depositor is an individual:
- for collection and processing of the Depositor's data/personal data in the form of the Statement of Consent for Collection and Processing of Personal and Other Data, posted on the official website of the Bank at forte.kz, and confirms that he/she has read, understood, and accepts the content, as well as agrees with the procedure for making amendments and (or) additions specified therein.
if the Depositor is a legal entity:
- for transfer/receipt of information about the Depositor/Depositor's data to/from third parties, where such parties have relevant obligations or rights in accordance with the requirements of the law and/or agreements concluded with such parties, or where such obligations and rights arise on other grounds, including:

- the appropriate public authorities; legal entities, including state legal entities, national managing holdings, national companies; credit bureaus; pension fund; operators/owners of state databases; courier companies; mobile network operators; persons providing the Bank with information technology support services, or having other transactions with the Bank in the field of digital and information technologies; foreign correspondent banks; the United States Internal Revenue Service, in accordance with FATCA requirements, including through the use of automation tools, information systems, internet resources, various services and software of the above-mentioned third parties.
- for provision of the Depositor's data by the owners of state databases (hereinafter – SDB), the Identification Data Processing Center, as well as official and legal sources (the Electronic Government portal of the Republic of Kazakhstan/Electronic Licensing, official websites of the appropriate public authorities and other official sources) to credit bureaus, including data received from SDB from operators/owners of SDB, to the Bank, credit bureaus and other organizations/institutions directly or through third parties;
- for provision of the Depositor's data to a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan, both currently available and to be received in the future, to credit bureaus and the Bank directly or through third parties (including credit bureaus or through credit bureaus);
- for the Bank to conduct a preliminary analysis using confidential information about the Depositor from all legal sources for the purpose of preparing proposals regarding the Bank's products/services;
- for transfer of information and (or) documents to the state revenue authority, including for the purpose of exchanging information and (or) documents between the state revenue authority and the National Bank of the Republic of Kazakhstan regarding the withdrawal of cash during a calendar month in excess of the established limits provided for by the requirements of the regulatory legal acts of the Republic of Kazakhstan;
- for the Bank to disclose, in the manner provided by the legislation of the Republic of Kazakhstan, information constituting commercial, banking, and other secrets protected by the legislation of the Republic of Kazakhstan:
a) in cases provided for by the legislation of the Republic of Kazakhstan;
b) to the Bank's employees;
c) to persons conducting audits of the Bank's activities on the grounds of and in accordance with the legislation of the Republic of Kazakhstan;
d) to counterparty(ies), provided that the Bank has concluded an agreement(s) with such person(s), the subject of which is the obligation of the counterparty(ies) not to disclose information received/being received from the Bank to third parties;
e) to other banks, within the framework of electronic interaction between banks for the purpose of sending and execution of requests for information constituting banking secret, in the manner agreed between the banks;
f) to Kazakhstan Deposit Insurance Fund JSC for the purpose of ensuring the operation of the mandatory deposit insurance system. [1]

The Bank shall not be liable if the confidentiality of information constituting commercial, banking, or other secrets protected by the legislation of the Republic of Kazakhstan was breached due to the fault of the Depositor or if the confidential information was known or became known to third parties from other sources.
- to State Credit Bureau JSC (hereinafter – Credit Bureau): (a) to receive information about the Depositor from Center for Development of Labor Resources JSC, from SDB from operators/owners of SDB, as well as from a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan, (b) to provide information about the Depositor, received in accordance with subparagraph a) of this clause, to the Bank;
- to Center for Development of Labor Resources JSC, owners/operators of SDB, a legal entity that, by decision of the Government of the Republic of Kazakhstan, carries out activities for provision of state services in accordance with the legislation of the Republic of Kazakhstan: to provide information about the Depositor to the Credit Bureau and the Bank through the Credit Bureau;
- for issue of a credit report to the recipient of the credit report, including data that will be received by credit bureaus in the future and/or for which the latest information was received more than five years prior to the date of receipt of the latest information, as well as for provision of other services.

5.21. The Depositor hereby certifies that, with respect to the personal data of personal data subjects[2] transferred and to be transferred in the future by the Depositor to the Bank under contracts, supplementary agreements to contracts, as well as in other cases where, in accordance with the law and (or) the Bank's internal documents, it is necessary to collect and process such personal data, the Depositor has previously obtained from the personal data subjects consents for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, for the Bank's processing of personal data, for cross-border transfer of personal data in the form of the Statement Consent for Collection and Processing of Personal and Other Data, posted on the official website of the Bank at forte.kz.

5.22. Upon the Bank's request, the Depositor shall provide the Bank with documentary confirmation of availability of consents collected by the Depositor from the personal data subjects for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, for the Bank's processing of personal data, and, if it is not possible to provide documentary confirmation of availability of consents, shall collect such consents and then confirm their receipt to the Bank.

5.23. The Depositor shall bear responsibility for absence of consents for collection and processing of personal data, for transfer of personal data to a third party, including the Bank, and for processing of personal data by the Bank. In the event that any

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[1] This sub-clause is applicable solely to the depositors – private entrepreneurs, peasant (farmer) households, private notaries, private encorcement officers, lawyers, and professional mediators

[2] A private individual (representative, employee, participant/shareholder, beneficiary owner, other private individual) to whom the personal data relate

measures are applied to the Bank for violation of personal data legislation, the Depositor undertakes, at the Bank's request, to reimburse the Bank for any expenses and losses incurred by the Bank.

5.24. The Bank:

- takes protective actions against unauthorized payments, provided such actions do not contradict the legislation of the Republic of Kazakhstan;
- undertakes to collect, process, and disseminate the personal data of the Depositor's employees/representatives/authorized persons by means not contradicting the legislation of the Republic of Kazakhstan on the protection of personal data;
- is entitled to independently determine the conditions of access to the personal data of the Depositor's employees/representatives/authorized persons;
- undertakes to store personal data no longer than required for the purposes of their processing and to destroy them upon achievement of the processing purposes, taking into consideration the requirements of the legislation of the Republic of Kazakhstan on protection of personal data;
- undertakes to fulfill other requirements of the legislation of the Republic of Kazakhstan on the protection of personal data within the framework of performance of the Agreement;
- is not obliged to notify anyone of actions taken regarding the collection, processing, and transfer of personal data to third parties

5.25. The terms and conditions of fixed-term bank deposits shall be specified in the relevant Instructions to the Agreement shall enter into force from the moment the Depositor's funds are credited to the relevant Account in the Bank, as specified in the relevant Instruction, and shall remain in effect until both Parties have fulfilled all obligations under the Instruction.

5.26. The terms and conditions of the fixed-term bank deposit provided by the relevant Instruction shall terminate:

1) upon payment of the Deposit amount together with interest, less tax, in accordance with the terms of the Agreement and/or the Instruction;
2) upon early demand by the Depositor for the Deposit or part thereof, in which case the terms of early demand by the Depositor for the full or partial amount of the Deposit shall be specified in the Instruction;
3) upon return of the Deposit in cases provided for by the Agreement, or withdrawal of the Deposit amount and accrued interest from the Account on the grounds provided for by the legislation of the Republic of Kazakhstan;
4) upon expiration of the term specified in the Instruction.

5.27. Either Party may, at any time and at its own discretion, terminate the Agreement by unilateral repudiation of the Agreement, subject to the terms hereof.

5.28. By acceding to the General Terms for Deposits, the Depositor assumes the risks and all consequences (including losses and lost profits) that may arise in connection with restrictions and prohibitions established by the legislation of foreign states and sanctions in accordance with the jurisdiction of any country or international organization, the effect of which extends to the Depositor and its transactions (including, but not limited to, those related to the type of transaction, the country of registration and/or location of the Depositor and its officers, shareholders/participants, beneficial owners, subsidiaries and affiliated organizations, as well as payments made to such countries/persons or from such countries/persons), carried out by the Bank or through the Bank. The Bank shall not be liable for such risks and consequences (including losses and lost profits).

5.29. All relations not regulated by the Agreement shall be governed in accordance with the legislation of the Republic of Kazakhstan.

6. TERM OF THE AGREEMENT

6.1. The Agreement shall enter into force on the date when the Bank accepts the Application for Accession to the General Terms for Deposits signed by the Depositor and shall remain in effect for an indefinite period. The term of the Agreement is not limited and is determined by the interest of the Parties.

6.2. The effect of the relevant Instruction signed within the framework of the Agreement shall terminate if the Bank executes an instruction from third parties to withdraw funds from the Depositor's Account.

7. MANDATORY DEPOSIT INSURANCE

7.1. Hereby, the Bank informs the Depositor of its participation in the mandatory deposit insurance system, which is certified by certificate No. 17 dated March 02, 2015, issued to the Bank.

7.2. In accordance with the Law of the Republic of Kazakhstan "On Mandatory Insurance of Deposits Held by the Second-Tier Banks of the Republic of Kazakhstan" (hereinafter – the Law), the Deposit is an object of mandatory deposit insurance.

7.3. Information regarding the terms and procedure for payment of the guarantee compensation on the Deposit, as provided by the Law, including information on the transfer by the organization carrying out the mandatory deposit insurance of any unclaimed compensation amount to an individual pension account for the accounting of voluntary pension contributions, opened in accordance with the procedure established by the legislation of the Republic of Kazakhstan on social protection, in compliance with the requirements of the Law regarding such notification of the Depositor, shall be posted on the official website of the Bank at: www.forte.kz in the form of a notice approved by the management body of the organization carrying out the mandatory deposit insurance.

By signing the Accession Application and acceding to the General Terms, the Depositor confirms that they have read and understood the said notice.

Note: article 7 of the Agreement applies in cases where the Depositor under the Agreement is an private entrepreneur, a peasant (farm) household, a private notary, a private enforcement officer, an attorney, or a professional mediator.

8. ANTI-CORRUPTION CLAUSE

8.1. The Parties shall comply with all applicable anti-corruption legislation. The Parties acknowledge and confirm that each of them pursues a policy of zero tolerance towards bribery and corruption, which entails a complete prohibition of corrupt actions and facilitation payments / payments intended to expedite formalities in connection with business activities or to ensure a faster resolution of certain matters.
8.2. The Parties, their officers and employees who directly or indirectly participate in the performance of the Parties' obligations under this Agreement, shall not accept, pay, offer to pay, or authorize (sanction) the payment/receipt of any funds or transfer of any valuables (including intangible ones), directly or indirectly, to any persons, for the purpose of influencing actions or decisions with the intent to obtain any improper advantage, including circumventing the procedure established by law, or for any other unlawful purposes.
8.3. The provisions of this clause constitute representations of facts that are material to the Parties. The Parties rely on such representations when entering into the Agreement.
8.4. If a Party suspects that a violation of any provisions of this clause has occurred or may occur, the relevant Party undertakes to notify the other Party of its suspicions in writing as soon as possible.

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BIN 990740000683
Beneficiary code – 14
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Telephone numbers +7 (727) 258-40-40, +7 (727) 258-75-75, +7 (7172) 58-75-75, 55575 from a mobile phone