

# **GENERAL TERMS AND CONDITIONS**

**APPROVED BY  
the Board of Directors  
of SB "HSBC Bank Kazakhstan" JSC  
"05" November 2009**

## Terms and definitions

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| <b>Bank</b>   | HSBC Bank Kazakhstan  |
| <b>Bank Statement</b>                                       | The printed statement of balance and transactions of account as provided by the Bank periodically   |
| <b>Legislation</b>  | The current legislation of the Republic of Kazakhstan, international agreements, conventions, ratified by the Republic of Kazakhstan  |
| <b>Money</b>  | Cash and non-cash value in any currency   |
| <b>Deposit</b>  | Money given by the Customer to the Bank under Bank's obligations to pay the amount back at face value and to pay an interest in accordance with appropriate agreement signed by the parties                                       |
| <b>Agreement on Banking Services</b>                        | The document concluded between the Customer and the Bank regulating the rights and obligations of both the Bank and the Customer for Bank's services  |
| <b>Document with Specimen Signatures and Specimen Stamp</b> | The document specifying the data of all persons authorized to manage the account and specimen signatures for legal entities and entrepreneurs only, a specimen of the company stamp or seal if any                                |
| <b>Agent</b>  | The person who has the power of attorney of the Customer for the execution of Account operations, or the person authorized to act on behalf of the Customer by another way  |
| <b>Customer</b>   | The holder of the Bank Account in conformity with these General Terms and Conditions of the Bank  |
| <b>Customer Number</b>                                      | Individual identification numerical code given to the Customer and consisting of six digits   |
| <b>Customer Account Number</b>                              | The numerical code given to the Customer at the time of account opening consisting of twelve digits   |
| <b>General Term and Conditions</b>                          | General Terms and Conditions of HSBC Bank Kazakhstan on bank operations conduction  |
| <b>Overdraft</b>  | A debit balance on the Account  |
| <b>Operating Hours</b>                                      | From 09:00 am till 4:00 pm (local time) - the Cash services<br>From 09:00 am till 4:00 pm (local time) - the other services   |
| <b>TRN</b>  | The Taxpayer's Registration Number  |
| <b>Message</b>  | Instructions given by or on behalf of the Customer and received by the Bank by means of facsimile, SWIFT, Reuter Dealing, electronic banking and any other operative communications which may be used by the Bank or the Customer |
| <b>Party/Parties</b>  | The Party/Parties under the Agreement for bank services   |
| <b>Account</b>  | The account of the Customer with the Bank in a currency offered by the Bank   |
| <b>Tariff</b>   | Bank Tariffs consisting of charges levied by the Bank for account maintenance and other Bank services that are inherent part of this General Term and Conditions  |
| <b>Authorized Person</b>                                    | The person duly authorized by the Customer or legislation of the Republic of Kazakhstan to open and operate the Account in accordance with the legislation of the Republic of Kazakhstan  |

## ***Introduction***

1. These General Terms and Conditions are based on the legislation of the Republic of Kazakhstan and are in conformity with policies of the Bank and HSBC Group regarding opening, maintenance and closing of Accounts, payments, and other provisions as stated in these General Terms and Conditions. They apply to all Account types, including, but not limited to, corporate and personal Accounts. The Terms and Conditions are an integral part of the Agreement on Bank Services. The Terms and Conditions may be changed in any time by the Bank unilaterally.

2. The General Terms and Conditions manage the relationship between the Bank and the Customer in connection with the existence of one or more Account(s) with the Bank and the services provided by the Bank. The Customer decides which services he/she is in need of. The Bank charges the Customer only for those services that are actually provided to the Customer.

3. The signature of the Customer on the Agreement on Bank Services certifies that the Customer has received, read and understood the General Terms and Conditions.

4. Certain services including, but not limited to, deposits, guarantees, letters of credit, loans, autopay, standing instructions, electronic banking system and securities can also be governed and be agreed by the specific agreements and conditions, separately agreed. In such cases both agreements apply.

5. The Bank determine marginal interest rates, amounts and terms of deposits and loans which are inherent part of the General Terms and Conditions.

The Bank can change such marginal interest rates, amounts and terms at its sole discretion. The new marginal rates, terms and amounts of deposit/ loans will come into force from the date the Bank takes decision to change and can be provided to the Customer under its request. The Bank within such margin indicators and basing on different factors (e.g. credibility of the Customer, current market status, etc) determines by its own the specific amounts, terms and interest rates of deposits/loans which it will be able to propose to the Customer. The Bank includes specific indicators of deposit/ loan rates/amount/terms into appropriate agreements with the Customer or/and to Tariffs.

## ***I. Opening and maintenance of the Account***

1. The Bank opens the Account on the basis of the Agreement on Bank Services signed between the Bank and the Customer after obtaining all the documents required as listed in the Account opening information provided by the Bank.

2. The Bank is entitled to make changes from time to time to the list of required documents for Account opening and maintenance if the legislation or the Bank's internal policies so require.

3. In the event of a change in data and/or facts relating to the maintenance of the Account (including but not limited to the legal status of a company, names of the persons entitled and authorized to sign on behalf of the Customer and other similar information) the Customer is obliged to notify the Bank immediately in writing. Any such changes will be in force only upon confirmation of receipt by the Bank. The Bank is entitled to demand documents confirming these changes and the Customer is obliged to present.

4. The Account could be used by the Customer for the deposit, withdrawal and transfer of Money into other Accounts in compliance with the requirements of the legislation and these General Terms and Conditions.

5. The Bank will make settlements by order of the Customer only within the limits of the balance on the Account or within an agreed Overdraft limit if and when such Overdraft is allowed under the legislation.

6. In the event of insufficient funds being on the Account, the Bank has the right to return a transaction order to the Customer unprocessed or to send to the Customer a notification about refusal within the term stipulated by the legislation.

7. The Bank will credit the Account with any amounts transferred to the Customer (less the expense resulting from this transfer). On interest bearing Accounts the value date of such credits will be subject to the value dating rules as in force at that time, (which are subject to amendment from time to time without prior notice). The amount of the charge in respect of such transfer is stated in the Bank Tariffs subject to change by the Bank from time to time. The Bank may withdraw charges from the Account of the Customer without additional consent of the Customer.

8. If the Bank discovers an error, which has been made in an Account entry, confirmation, statement of Account and/or other information presented by the Bank to the Customer, the Bank is obliged to notify the Customer immediately. The Bank is obliged to adjust all the settlements made incorrectly without unjustified delays. The Bank is entitled to adjust settlements by way of crediting or debiting the Account without prior consent of the Customer. The Bank does not bear responsibility for the losses resulting from such adjustments unless these incorrect settlements have resulted from gross negligence on the part of the Bank.

9. The Bank provides the Customer with Statements on the Customer's account upon the Customer's request. The Bank takes commissions for that service according to the Bank's Tariffs. The Bank can notify the Customer about the implementation of the Customer's payment instructions in free format.
10. The Customer is obliged to check all information contained in the Bank's Correspondence/notifications/advices (confirmations, account statements and/or other information) within one working day from the moment of receipt, and check for any errors and unauthorised transactions. If the Bank does not receive the Customer's notification about mistakes within that period the Customer must reimburse the Bank for any losses or costs, incurred because of such failure.
11. Account opening by third parties is completed on the basis of a notarized power of attorney in the name of the third party, or as otherwise stipulated by current legislation. The Bank will not open the first bank account for the Customer with an application issued by a third party on behalf of the Customer.
12. The Maintenance and closure of the Account for a minor is carried out according to Kazakhstan legislation.
13. In case of customer death, account maintenance and closure are carried out according to Kazakhstan legislation on the disposal of the property of the deceased person.
14. The Customer accepts the risks related to the opening and maintenance of the Account in a foreign currency which may arise in connection with restrictions set by the State bodies in respect of the foreign currency, including but not limited to the introduction of currency control or currency restrictions, as well as taxes or other obligatory payments which may be applied to the Money in the Account.
15. The Bank can implement remittances upon Customer's instructions to the accounts in different currencies. For that purpose the Bank converts the currency into the appropriate currency on the basis of the exchange rate fixed by the Bank at the moment of converting unless another rate is agreed. The transaction is carried out in compliance with currency legislation.
16. All foreign exchange transactions between residents and non-residents in the Republic of Kazakhstan are carried out via transfers through their bank accounts unless otherwise stipulated by the legislation.

## ***II. Cash Service***

1. All cash transactions including deposits, counting, sorting, exchange, crediting, withdrawals and payments in any currency are only available to Customers during Operating Hours, except for ATM transactions for individuals.
2. The Bank credits the Account of the Customer with the actual amount of money after receipt, physical count and packing. Cash payment is only made within the limit of the balance (less commission, if any, according to the Bank Tariffs) on the Account, except overdrafts. In case the Customer wishes to withdraw cash the Bank can demand five days prior written notification containing the information about the amount that the Customer is going to withdraw. In case the Customer subsequently fails to make the withdrawal, the commissions charged by the Bank for the cash withdraw will not be repaid. In case the Customer deposits a large amount the Bank can demand from the Customer the necessary documents to prove the origins of the money.
3. Cash service in foreign currency is carried out in compliance with the currency legislation. For currency conversion in cash transactions, the bank will apply the exchange rate fixed by the bank at the time of conversion, unless another exchange rate has been agreed.

## ***III. Money Transfers***

1. All withdrawals from the Account are made by the Bank in order of priority determined and communicated by the Customer, unless otherwise stipulated by the legislation, and according to the currency control legislation.
2. The Customer, or an Authorized Person/Agent, if any, may dispose of the Money held in the Account by way of written instructions which should be on special forms, depending on account type, unless agreed otherwise, signed by the person(s) stated in the Document with Specimen Signatures and Specimen stamp.
3. Any other ways of presenting instructions must be agreed specifically by the Bank and the Customer in written form, after which the Bank will accept such instructions, if they conform to the current legislation.
4. The Bank accepts payment orders and instructions completed according to the requirements of current legislation. Otherwise the Bank, in terms providing by the legislation, will return the relevant instructions to the Customer or send to the Customer a notification about rejection, pointing out the reason for rejection according to the terms of the legislation. The Bank will not bear responsibility for any losses incurred by the Customer caused by the Bank not executing such instructions.

## ***IV. Charges from the Account***

1. Charges from the Account are made only with the consent or acceptance of the Customer, with the exception of the cases directly provided for by the Legislation in force, agreement and these General Terms and Conditions.
2. Payment orders of a third party are accepted for execution in compliance with legislation. The Bank has right to debit the Customer account without further authorization by the Customer if the third party provides the Bank with document containing permit of the Customer for the third party to debit Customer account without its authorization.
3. According to the clause 8 of Article I the Bank is entitled to debit the Account of the Customer without prior consent for payment of any and all amounts intended to redeem any debt or amount due from the Customer to the Bank and any and all charges to which the Bank is entitled based on the Bank Tariffs, General Terms and Conditions and any later amendments thereto, and for corrective entries of the Bank.
4. The Customer must carefully handle the forms, carriers of data and means of communication supplied by the Bank. If the Customer knows of such circumstances as a loss, theft or incorrect use in respect of such forms, carrier of data and means of communication, he/she is obliged to notify the Bank of it in written form.
5. The Bank is entitled to withdraw money from the Customer's bank account under the deals, based on pursuant agreement between the Bank and the Customer, subject to provision such condition by appropriate agreement in case of non-performance or improper performance of the obligations by the Customer, as well as in other cases.

#### ***V. Conversion Services***

1. The Customer is obliged to observe the legislation concerning the conditions of currency conversion and the use of converted Money.
2. Conversion is made within the available balance of the Account based on the properly prepared application of the Customer in a format established by the Bank or agreed between the Bank and the Customer. The Bank may not require the completion of an application for conversion in cases specified in clause 15 of Article I and clause 3 of Article II.
3. The rate of conversion is agreed between the Bank and the Customer. The Bank will, subject to the Legislation in force and availability, carry out conversion operations for: a). Foreign currencies into Kazakhstan's Tenge; b). Kazakh Tenge into foreign currency. Unless another rate is agreed the exchange rate is fixed by the Bank at the moment of conversion.

#### ***VI. Use of Electronic Banking Service***

1. The Bank provides the Customer with Electronic Banking Services under a separate agreement.

#### ***VII. Interest on Account***

1. Interest charges on credit facilities/Overdrafts is calculated on the following basis: in foreign/local currency - 360 days a year, 28-31 days a month (the actual number of days of borrowing).
2. Interest paid on Deposits is calculated based on the following basis: in foreign/local currency - 365 days a year, 28-31 days a month (the actual number of days of depositing). The Interest shall not be accrued and paid on the current account unless otherwise agreed by the Parties.
3. The Bank pays interest on the balance of current accounts (in case it has been agreed) or Deposits to the Customer after deduction of taxes and other obligatory payments as prescribed by the Legislation. If the Customer has the preferences or allowances regarding the income tax imposed on deposit interest, he should provide all necessary confirmation documents otherwise the Bank shall not be responsible for deducting the amount of tax withheld at source of payment in accordance with tax legislation of the Republic of Kazakhstan.
4. Agreement on Banking Services contains the terms of annual effective rate. The annual effective interest rate may be changed at the Bank's discretion in case of change of the interest rates, the rates of tariffs and/or fees of the Bank for the above-mentioned operations in the order provided by Agreement on Banking Services, with further notification of the Customer by any of the means provided by the General Terms and Conditions.

#### ***VIII. Deposit Placement***

1. The Customer makes a deposit to the Bank on the terms agreed by both parties, in accordance with the legislation and this General Terms and Conditions.

2. In the case that the Deposit sum is reduced for any reason, including the withdrawal of cash by the Customer from the savings account, claims by a third party, including the bank, (clause 3 of Article IX of the present General Terms and Conditions), the Bank is entitled and authorized to transfer the remaining sum of the Deposit to current account.
3. For deposit placement the Customer and the Bank conclude appropriate agreement or the Customer shall send to the Bank by the post, MultiCash banking system (subject to signing of the MultiCash Agreement by the Parties) or by fax (subject to signing of the Fax Indemnity by the Customer) the application on deposit placement under the form provided by the Bank, and should be signed by the authorized person to open bank account on behalf of the Customer and attested by the Customer's seal. Fax numbers from which the Bank receives the Application are specified in the Fax Indemnity signed by the Customer. The Customer shall guaranty that only the authorized employees of the Customer have access to these fax numbers. The Bank is entitled to consider the Application within 24 hours and in case of its consent shall accept this Application by way of signing and sealing it by an authorized person of the Bank, shall open the Savings Account. This General Terms and Conditions and the Application confirmed by the Bank shall be separate and integral Deposit Agreement.
4. In case of prescheduled partial and fully withdrawal of money from the Savings Account by the Customer or by the third party the Bank shall not accrue and pay the interest and shall return the left amount of the deposit (if any) to the Customer's current account with the Bank.
5. Upon receipt by the Bank of the sum of the Deposit (i) before 16.00, the interest shall accrue from date of the receipt; (ii) after 16.00, the interest shall accrue from the next business day after date of the receipt.
6. Hereby the Customer authorizes the Bank to debit the deposit sum from the Customer's current accounts with the Bank to the Customer's Saving account.
7. If the maturity date of payment/return of interest/Deposit falls on a non-working day the interest/Deposit shall be paid out/return on the next working day.
8. In case the Deposit shall be attached by the state authorities in accordance with legislation of the Republic of Kazakhstan or in case of suspension of outward transactions on the Savings Account in accordance with legislation of the Republic of Kazakhstan the interest accrual may be suspended for the duration of such an arrest or suspension of outward transactions (at the discretion of the Bank).
9. The Depositor's instructions for the return of the sum of the Deposit and/or payment of the accrued interest to an account in another bank shall be executed subject to the Bank's Tariffs as clients' payments.
10. In case of delayed return of the Deposit and payment of the interest accrued thereto the Bank shall pay a penalty to the Depositor based on the refinancing rate of the National Bank of Republic of Kazakhstan for obligations in KZT, corresponding LIBOR for obligations in foreign currency. This penalty shall be paid by the Bank provided there is a fault of the Bank and shall be exclusive, i.e. only penalty shall be paid, but not damages allowed.
11. Upon maturity of date of the Deposit the Bank shall pay interest and shall return the Deposit according to this General Terms and Conditions to the current account of the Depositor with the Bank

#### ***IX. Service charges of the Bank***

1. The Customer guarantees payment of service charges of the Bank as well as reimbursement of all expenses incurred by the Bank in connection with the execution of the instructions of the Customer at the prevailing rates and subject to the conditions under which the services of the Bank are paid for in compliance with the Tariff supplied by the Bank (which may be changed by the Bank unilaterally), in the currency in which the instruction of the Customer was executed unless otherwise agreed between the Bank and the Customer in written form.
2. The Bank is entitled to collect payment for the services provided, by way of direct debiting the Account of the Customer with the amount of the charges without the Customer's prior consent. In case of insufficient funds in the account to be debited, the Bank is authorized to debit the commission amount by conversion of an equivalent amount from any other account of the customer, in any currency. The

conversion is calculated by the exchange rate fixed by the Bank on the day the bank debits the customers account for the service charges.

3. If the balance of the Account falls short of the amount of the charges due, the Bank will reserve the right, at its discretion, to make a legal claim from the Customer for unpaid charges in accordance with the Legislation, including the right to recover the sum of the charges outstanding, from any of the Customer's accounts, without the customers prior acceptance, or claim these amounts from other Banks with whom the customer has accounts.

Alternatively the Bank may reduce the amount of such charges on the available balance on the Account and suspend the service thereon. The Bank will only consider the recommencement of a suspended services if previously reduced charges have been paid to the Bank.

4. The Bank is obliged to include in the Statement of the Account the confirmation of the collection of payment of charges and present additional written reports in case the details cannot be taken from other documentation relating to the relevant service of the Bank.

#### ***X. Use of Third Party Services***

1. The Bank is entitled to use the services of third parties in the execution of instructions of the Customer and the performance of other agreements with the Customer.

2. The Bank does not bear any responsibility for the shortcomings of third parties. Despite the fact that the Bank does not bear responsibility for the shortcomings of the third parties, if the Customer suffers losses, the Bank will render all possible assistance to the Customer to obtain compensation for losses incurred as a result of the shortcoming of such third party.

#### ***XI. Closure of the Account***

1. The Bank and Customer are entitled to cancel the Agreement on Bank Services, having informed the other Party in Account closing application form (duly signed by the authorized persons) during the term confirmed by the Parties.

2. Bank has the right at any time without preliminary note of Client in unilateral extrajudicial way to refuse the Agreement of bank service, close the account, cancel therefore the organizing and servicing of the account, in case of violation of the Legislation by Client, non execution of obligations bound with the Account in Bank by Client, formation of illegal authorized unfavorable balance of Account, bankruptcy and liquidation of Client, in case of entering the public service of the Republic of Kazakhstan of Client, criminal prosecution of Client, criminal liability of Client, international persecution of Client, and if there are warranties (sanctions), abridgements laid to Client by foreign/international/national/organizations (FATE, OFAC, UN and etc.), and if Bank has some suspicions (and Bank should not state or justify its suspicions) that Client takes part in terrorist activity and/or other activity on legalization (withdrawal) of income and/or that Client is involved into some other activities causing or that may cause criminal prosecution of Client and/or attachment of other circumstances that may, in the judgment of Bank, have negative consequences for Bank.

In case of such circumstances all the obligations of Client against Bank will have to be executed immediately. Meanwhile, Bank will not bear responsibility for losses of Client, caused by delay or cancellation of payment instructions of Client. Bank has the right, but does not obliged to sent further note on such refusal from Agreement on Bank services and cancelling the Account, in order regulated by general Terms and Conditions.

3. After the termination of the Agreement on Bank Services, the Customer and the Bank are obliged to execute all of the remaining instructions and obligations arising out of this Agreement, but not completed as of the date of the termination. The Customer accepts that the Bank is entitled to offset any and all of the claims that it may have on the Customer. If there is not a possibility to cancel the responsibility of the Bank due to the nature of certain obligations which are still in force (for example, a bank guarantee, an outstanding letter of credit etc.), the Customer is obliged to present at the request of the Bank the appropriate security for the fulfillment of the obligations which he/she still has to the Bank.

4. The account balance will be paid to Client in cash, and if allowed by the Legislation, it will be transacted to other account of Bank or to the account in different Bank, according the written order of Client, or it will be taken by Bank into special non-bank account or there will be done Client's other instructions, not contradicting the Legislation. According to the Bank's requirements Client has to give the written instructions to the Bank on transaction of account balance to other account in different bank and/or withdraw the cash from the account balance within three days from the date it received such requirement from Bank. In case of non execution of given obligations Client will pay 0,5% penalty for each day of delay to Bank.

Given term will be valid until its total execution even if the Bank service agreement is completed.

#### ***XII. Force Majeure***

1. Force Majeure means any circumstances which are out of the reasonable control of any Party, including but not limited to fires, floods, strikes, earthquakes, wars or disturbances, failure to make payments due to malfunction of the banking system of Kazakhstan, passing of laws or other applicable legislative or administrative acts.
2. At the moment of the occurrence of Force Majeure circumstances, the Party, which is prevented from fulfilling its obligations, must notify the other Party in written form of the occurrence of Force Majeure and of the influence of Force Majeure upon the fulfillment of such obligations by the Party. If the one Party does not notify the other of Force Majeure as required by these General Terms and Conditions, it will lose the right provided for above with the exception of the cases when it becomes impossible for such Party to notify the other Party due to Force Majeure.
3. After the cessation of Force Majeure, the affected Party must notify in written form the other Party of the cessation of Force Majeure and resume fulfillment of its obligations.

### ***XIII. Notifications***

1. All the notifications, stipulated by these General Terms and Conditions, the Agreement on Banking Services are given in written form. The notifications could be delivered personally against written receipt, placed in the Customer's Mail Box, situated in Bank and given to Customer's use, sent by e-mail, fax, telegraph, SWIFT, Reuters Dealing or sent by an internationally recognized courier service or any other courier service. The notifications are given in accordance with this Article and considered received if:
  - ▶ delivered personally or via courier service as of the date of the receipt;
  - ▶ sent by telegraph/fax/e-mail/SWIFT/Reuters dealing as of the date of transmission;
  - ▶ delivered on the date of placement into the Customer Mail Box.
2. Announcement (notification) on the notice-board of the Bank Operations Department is to be considered as a written notice of changes in Bank Tariffs, Terms and Conditions and Bank Products and such notifications will be displayed at least 15 days before the effective date of such changes.
3. Upon written consent of the Customer the Bank shall regularly deliver any correspondence (including but not limitation account statements, letters and etc.) to the Customer's address sent by an internationally recognized courier service or any other courier service with the frequency stated by the Customer in written. The Customer agrees to pay commission for each mail delivery as per current Bank Tariffs. The Bank bears no responsibility for the loss of correspondence by a courier. The Customer and/or the Bank may cancel the mail delivery service by giving written notice at any time to other Party.
4. In case of a change of address, e-mail or telephone number by the Bank or by the Customer, the parties must notify each other of such changes in good time. The party, changed the address, e-mail, telephone number has bear responsibility for consequences of late informing. If Client will not inform the Bank in written form that it has changed the postal address, any notes sent by Bank to the last address, known to the Bank will be considered as properly sent to the Client.
5. If the Customer is not a holder of mail box under the Mail Box Agreement, the Customer is obliged to collect all correspondence addressed to him (account statements, collection orders, demand payment orders etc.) from the Bank's principal business location not later than last day of each month. By accepting any outgoing correspondence from the Bank, namely account statements, notifications, advices, letters, etc., for a period of up to the Customer's request for such documents, the Bank will not bear any responsibility for any possible damages or losses that may incur as a result of inopportune notification of information contained in the foregoing documents. The Bank has the right to file the correspondence that the Customer has delayed to collect for more than six months in the Bank's archive. The Bank will charge the service on retrieving the correspondence from the Bank's archive according to the Bank's tariffs.

### ***XIV. Information via Electronic Mail and/or Fax***

1. Notwithstanding other provisions of these General Terms and Conditions, the Bank shall have the right to provide the Customer with the below-stated documents (hereinafter referred to as the "Information") by using electronic and/or facsimile means of communication:
  - Bank Statements under any accounts of the Customer with the Bank;
  - Various documents, notifications, inquiry letters, notices, confirmations of the Bank addressed to the Customer and containing information on any Bank accounts and/or transactions of the Customer;
  - Other information addressed to the Customer by the Bank in accordance with provisions of the General Terms and Conditions.

2. In case of provision of Information via e-mail and/or fax the Customer shall acknowledge that the electronic and facsimile means of transmission of Information by the Bank in accordance with the terms of these General Terms and Conditions shall be sufficient for execution by the Bank of its obligations on submission of Information pursuant to the provisions of the relevant Bank Service Agreement(-s) and these General Terms and Conditions.
3. The Customer agrees that receipt of Information via electronic mail or by fax by he Customer shall be legally equivalent to receipt of paper documents attested by the signatures of authorized persons of the Bank and specimen of its seal.
4. The Customer agrees that the Bank shall not be required to provide Information by use of electronic or facsimile communication if it is not technically possible or economically unreasonable for the Bank to do so. In the event it is so inconvenient or not reasonable for the Bank to provide Information via electronic mail or by fax, the Bank shall use reasonable efforts to notify the Customer thereof.
5. In case of the Bank's approval to provide Information to the Customer by the use of e-mail and/or fax, the Customer shall be obliged to submit to the Bank the original of its written request signed by the chief executive officer or other authorized person of the Customer and stamped with the Customer's seal. The Customer's request should contain the reference to the relevant provisions of the General Terms and Conditions signed by the Customer and indicate the means of provision of Information (via e-mail and/or fax) and electronic addresses of the Customer and/or telephone fax numbers of the Customer whereto the Bank may send Information.
6. When providing Information via e-mail and/or fax the Bank shall send Information to the Customer by electronic mail in a non-modifiable format and/or by fax by indicating any of the e-mail addresses of the Customer and/or dialing any of the telephone fax numbers of the Customer as specified in the written request of the Customer. In this case by presenting the written request to the Bank the Customer shall guarantee that nobody shall have access to e-mail addresses and faxes except for relevant authorized persons.
7. In case of any change in its e-mail addresses or fax numbers, the Customer shall notify the Bank in writing and such change shall be effective only after written acknowledgment of receipt of such notice by the Bank.
8. The Bank shall not be liable for delay and/or distortion in receipt of Information by the Customer caused by malfunction of computer equipment and/or communication devices of the Customer or other external factors, damage of any computer software of the Customer and/or technical condition of communication lines.
9. The Customer hereby confirms that it is fully aware that provision of Information in electronic form does not provide due secure receipt of Information by the Customer and there is a possibility for access to the Information by unauthorized parties, the Customer hereby accepts all and any risk of using such means of communication, including, but not limited to, the possibility of any non-receipt or untimely receipt of Information, any unauthorized access by third parties, including fraud, unauthorized or improper use of Information by unauthorized persons of the Customer or any third parties regardless of either computer equipment or facsimile transceiver of the Customer is located in the Customer's office or elsewhere.
10. The Customer agrees that the Bank shall not be held liable for any technical failure during the transmission of Information, any malfunctions of any computer, facsimile or other equipment by which the Information is transmitted, received and/or confirmed as received.
11. The Customer also agrees that the Bank shall not be held liable for any losses the Customer may incur as a result of execution/ undue execution by the Bank of its liabilities hereunder unless it shall be proved that these losses resulted from the Bank's gross negligence or willful misconduct.
12. In the course of the Bank's provision of Information via e-mail and/or fax the Customer hereby irrevocably undertakes to indemnify the Bank for all and any direct and/or indirect damages and expenses incurred or that may be incurred by the Bank in connection with the execution by the Bank of its obligations under these General Terms and Conditions, and shall release the Bank from any claims which may arise out due to provision of Information by the Bank via e-mail and/or fax.

## ***XV. Confidentiality and Safety***

1. The Bank will undertake all possible measures to guarantee confidentiality of information regarding the Customer and the Account.
2. The Bank does not bear responsibility if confidentiality was broken through the fault of the Customer due to non-observance of the recommendations of the Bank, if it was known or became known to a third party from other sources.
3. The Bank is not entitled to disclose to any third parties (excluding cases set out in clauses 1 of Article X, 4 and 5 of this Article) information regarding the Account, the Customer and the activities of the latter without written consent of the Customer. This obligation does not apply to the cases when such disclosure is required in conformity with the Legislation of the Republic of Kazakhstan or any other country - member or associate member of the HSBC Group of Companies.
4. The Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body and any other purposes) share any information, details or data relating to the Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies.
5. Information about Customers may be processed out of the territory of Republic of Kazakhstan.
6. The Bank acts in accordance with HSBC Group privacy statement.
7. In an effort to protect the Customer from unauthorized payments from the Customer's account the bank has instituted the following measures:
  - ▶ during the processing of the original paper payment instructions the Bank makes visual checks of the signatures of the authorized persons and Customer's stamp;
  - ▶ during the processing of a facsimile or electronic payment instruction from the Customer the protection against unauthorized payments comes from the Bank acting in accordance with a prior signed agreement by both parties.

## ***XVI. Special Provisions***

1. The Customer shall respect the Bank's inherent right to protect its own reputation and the Bank's policy to comply with international standards on anti-money laundering and attitude to suspicious operations. In case of transfer or deposit a large amount (large amount of money will be defined by Bank independently) to the Customer account the Bank can demand from the Customer and the Customer should provide in the term determined by the Bank the necessary documents to prove the legality origins of the money. If Customer does not provide such documents, it will be supposed that money legality is not approved and Bank is entitled not to transfer/deposit money to the Customer's Account and/or to terminate unilaterally in out-of-court the Agreement on Bank Services and to close the Account, to stop maintenance and service of the Account.
2. The Bank is entitled to request the Customer presentation of any document/information, which to the sole opinion of the Bank are required for provision of banking services to the Customer, including without limitation inward/outward payments and cash deposit/withdrawal to/from the.
3. Where the documents/information requested by the Bank are not provided or, do not satisfy the Bank's requirements for any reason, the Bank will not be obliged to provide the banking services to the Customer.
4. The Bank will not be obliged to explain or to justify any reason for not being satisfied with the documents/information provided by the Customer. A statement of the Bank whether written or oral as to non-satisfaction with the documents/information provided by the Customer will be exclusive and sufficient ground for refusal to provide the respective banking services to the Customer.
5. The Customer is notified and agrees that the Bank follows the Group policy against financing of terrorism and sanctioned persons. The Bank is entitled for the purpose of investigation carried out by the Bank to postpone or to stop transactions on the Customer's account in case it has any suspicions regarding financing terrorism or sanctioned persons (and Bank should not state or justify its suspicions). Under no conditions the Bank will bear no responsibility for loss or damage suffered by the Customer arisen from the delay or postponement of transaction on Customer's account including the case the Bank's suspicions will not be proved.
6. The Customer is also notified and agrees that the Bank is entitled to refuse or to stop any transaction on the Customer's account, if such refusal or stoppage is made by the Bank in accordance with the Group policy prescribing the Bank to execute sanctions imposed in accordance with any national jurisdiction (e.g. OFAC) or by an international organization (including, but not limited to FATF and UN) for any reason on the Customer and/or which are applicable to the Customer. Under no conditions the Bank will bear any responsibility for loss or damage suffered by the Customer and resulted from the Bank's refusal or interruption to fulfill the Customer's payment instructions due to the abovementioned sanctions.

7. The Bank will attempt to notify the Customer as soon as possible about refusal, postponement or interruption of transactions on the Customer's account taken in accordance with the present clause provided there are no restrictions for that under any applicable national or international legislation in order regulated by General Terms and Conditions.

### ***XVII. Conclusion***

1. The Parties hereto are not entitled to assign or transfer any rights or obligations in connection with the Agreement without prior written approval by the other Party.
2. These General Terms and Conditions and Agreement on Bank Services together with the Bank's Tariffs replace all earlier written and verbal agreements and arrangements between the Parties.
3. The names of the Articles and other headings contained in these General Terms and Conditions and the Agreement on Bank Services have been used for the sake of convenience and do not contain any restrictions, features or interpretations of any provisions of the noted documents.
4. If any or more provisions of these General Terms and Conditions/Agreement on Bank Services become void, illegal in any connection, this will not, in any way, affect or weaken the validity, legality or regulation by the law of other provisions contained in the noted documents, however, it is established that in such cases the Parties agree to do their utmost to replace a void provision by a new legally valid one.
5. The Bank reserves the right to make adjustments to these General Terms and Conditions. The Bank is obliged to inform the Customer immediately of any such adjustments. After such notification and in case the change is not acceptable to the Customer, the Customer will notify the Bank in written form and will be free to terminate the Agreement on Bank Services, if it is allowed by Legislation, and on condition that the customer has no outstanding obligations to the Bank.
6. Any costs incurred by the Bank in case of its involvement in legal proceedings between the Customer and third parties will be at the cost of the Customer. The Bank will present a bill for payment to the Customer detailing the costs. The Customer is obliged to pay the bill upon receipt. Additionally, the Customer will also cover any other costs of the Bank, which may arise out of the relationship between the Bank and the Customer and which had not been stated in the Tariff. The Bank will present a bill for payment with a detailed description of all expenses incurred by the Bank. The Customer will pay the bill upon receipt.
7. All the documents relating to the General Terms and Conditions and Agreement on Bank Services have been drawn up in English and Russian. In case of discrepancies, the Russian version, which is the original, will prevail.
8. At present Client will confirm that he/she does not mind using the autotype of signature and seal of bank's authorized person while signing the present Agreement of bank service and other documents relevant to the bank services by Bank.

**Marginal interest rates, amounts and terms to the deposits and loans**

**1.1.** Marginal amounts on the term deposits being accepted.

KZT - min. KZT 1000, max. - subject to the agreement with customer

USD - min. USD 100, max. - subject to the agreement with customer

GBP - min. GBP 100, max. - subject to the agreement with customer

EUR - min. EUR 100, max. - subject to the agreement with customer.

**1.2.** Marginal terms on the term deposits being accepted.

KZT - min. - overnight, max. - 2 years.

USD - min. - overnight, max. - 2 years

GBP - min. - overnight, max. - 2 years

EUR - min. - overnight, max. - 2 years.

**1.3.** Marginal interest rates on the term deposits being accepted

KZT - min. - 0,1%, max. - 20%.

USD - min. - 0,1%, max. - 20%

GBP - min. - 0,1%, max. - 20%

EUR - min. - 0,1%, max. - 20%.

**2.1.** Marginal amounts on the loans being granted to customers.

KZT - min. KZT1 thousand, max. - subject to the agreement with customer

USD - min. USD1 thousand, max. - subject to the agreement with customer

GBP - min. GBP1 thousand, max. - subject to the agreement with customer

EUR - min. EUR1 thousand, max. - subject to the agreement with customer.

**2.2.** Marginal terms on the loans being granted to customers

KZT - min. overnight, max. - 20 years.

USD - min. overnight, max. - 20 years

GBP - min. overnight, max. - 20 years

EUR - min. overnight, max. - 20 years.

**2.3.** Marginal interest rates on the loans being granted to customers.

KZT - min. 0,1%, max. - 25% or 150% above refinancing rate whichever is higher.

USD - min. 0,1%, max. - 25%

GBP - min. 0,1%, max. - 25%

EUR - min. 0,1%, max. - 25%

Above-mentioned interest rates, amounts and terms to the deposits and loans are marginal and do not apply to a specific transactions/agreements. The Bank within such margin indicators basing on different factors (e.g. credibility of the Customer, current market status, etc) determines its own specific amounts, terms and interest rates of deposits/loans which can be proposed to the Customer.