

**Personal Agreement on Issuance and Use of MasterCard Debit Card
JSC «Altyn Bank» (SB of JSC «Halyk Bank»)**

This Personal Agreement on Issuance and Use of MasterCard Debit Card (JSC «Altyn Bank» (SB of JSC «Halyk Bank»)) (hereinafter – “this Agreement”) governs the relationship between the Bank and Card Holder relating to issuance and maintenance of debit cards of the MasterCard International Payment System, and opening and maintenance of the Current Account, and rendering other services set out herein.

1. Terms and Conditions of this Agreement

- 1.1. This Agreement constitutes a deed of adherence, and the Bank sets the terms and conditions of this Agreement in a standard form.
- 1.2. The terms and conditions hereof shall be deemed accepted by the Card Holder if it adheres to this Agreement in general by giving an Application to the Bank.
- 1.3. This Agreement shall be deemed concluded only upon acceptance by the Bank of the Application in accordance with the Bank’s internal procedures.
- 1.4. The Bank shall independently assign the number of the Card/Additional Card/Current Account to the Card Holder.

2. Subject Matter of the Agreement

- 2.1. The subject matter of this Agreement are the relationship between the Bank and Card Holder relating to issuance and use of debits cards of the MasterCard International Payment System, opening and maintenance of the Current Account.
- 2.2. Based on the terms and conditions of this Agreement the Bank shall issue the Card/Additional Card, open the Current Account, maintain the Card/Additional Card and Current Account.
- 2.3. The Card Holder shall use the Card based on the terms and conditions set out in this Agreement and in accordance with the Rules.

3. General Provisions

- 3.1. The terms of use of the Card/Additional Card are regulated by the legislation of the Republic of Kazakhstan, this Agreement and internal documents of the Bank.
- 3.2. The Card/Additional Card is the property of the Bank. The Bank reserves the right to carry out any operations with the Card by giving a prior three (3) banking days notice to the Card Holder.
- 3.3. Any further Applications shall be given by the Card Holder to the Bank on the terms and conditions set out herein for making decisions on issuance of the Card to the Card Holder, or rendering additional services.
- 3.4. All Applications received and accepted by the Bank, which has a link to this Agreement, shall be an integral part hereof.

4. Rights and Obligations of the Parties:

4.1. The Bank may:

- 4.1.1. Refuse to issue the Card/Additional Card to a potential Card Holder in case of his/her failure to comply with the requirements set by the legislation of the Republic of Kazakhstan.
- 4.1.2. Refuse to extend the Credit or provide Overdraft to the Card Holder.
- 4.1.3. Suspend or terminate this Agreement in case of violation by the Card Holder of the terms and conditions hereof.
- 4.1.4. Unilaterally terminate this Agreement by closing the Current account by notifying the Card Holder / Additional Card Holder no later than 30 calendar days before the intended date of termination using methods stipulated by the General Conditions of Agreement, including cases of violation when the Card Holder and / or the Additional Card Holder of this Agreement, Regulation
- 4.1.5. Record the telephone calls of the Card Holder and/or Holder of the Additional Card to the staff of the Bank, Call Centre, and to use such records as an evidence in the court. The Card Holder agrees to recording and using such records as an evidence in the court.
- 4.1.6. Make changes in and additions to this Agreement, Tariffs by giving a prior notice to the Card Holder, and advising the Card Holder in accordance with the procedure determined by the General Terms and Conditions, not later than 15 (fifth teen) calendar days before such changes will come into force.
- 4.1.7. Set authorization limits for making card transactions according to internal procedures and change them in accordance with prior Card Holder’s written notice to the Bank received within 3 (three) business days.
- 4.1.8. Debit without acceptance to the Current Account and/or other bank accounts of the Card Holder the amount of Transactions; losses of the Bank incurred as a result of violation by the Card Holder/Holder of the Additional Card of this Agreement/Rules; the Bank’s tariffs set for a particular operation; incorrectly debited cash; transactions carried out with the help of the Additional Card; the amount of principal of the Credit, accrued interest, fines, penalties and charges under the Credit.
- 4.1.9. Suspend unilaterally the Card/Additional Card in case of:
 - violation by the Card Holder and/or Holder of the Additional Card of the terms and conditions of this Agreement, Rules;
 - failure by the Card Holder to repay the Debt starting from the date of occurrence of the Debt and until full repayment of the Debt;
 - risk of unauthorized payments using the Card/Additional Card;
 - any basis to believe that the Card/Additional Card and/or Current Account are used for any fraud operations, legalization of (laundering) money and/or financing any illegal activities;
 - change in the legislation that prohibit the Transactions;

- any circumstances which, in the Bank's opinion, may result in a damage to the Card Holder/Holder of Additional Card and/or Bank;
 - expiry of the Card/Additional Card.
- 4.1.10.** Collect Card/Additional Card from the Cardholder in the following cases:
- Card/Additional Card expiration date;
 - Failure to comply with Card Holder's obligations;
 - Refusal of the Card Holder/Additional Card Holder from the use of the Card / Additional Card;
 - Upon termination of this Agreement.
- 4.1.11.** Exchange currency other than the currency deposited on the Current Account received on the Current Account at the rate of currency sale as of the date of transaction.
- 4.1.12.** Use the information related to use of the Card/Additional Card as required by the legislation of the Republic of Kazakhstan.
- 4.1.13.** Destroy the uncalled Card/Additional Card upon expiration of three (3) months after the date of issuance.
- 4.1.14.** Reject the Application related to a disputable Transaction given by the Card Holder to the Bank in writing forty (40) days after the date of such Transaction;
- 4.1.15.** Reject to accept any claims of the Card Holder as to the operations carried out using the correct PIN, if the Bank was not notified in writing or orally about suspending or termination of the Card/Additional Card prior to the transaction.
- 4.1.16.** In the cases specified by the currency, legislation demand that the Card Holder and/or Holder of Additional Card provide necessary documents or take necessary actions.
- 4.1.17.** Withdraw and/or debit directly without further authorization from the Current Account the amount of commissions due and required to be paid by the Payment System for authorization requests made on the Cards of the Card Holder and/or Holder of the Additional Card.

4.2. The Bank shall:

- 4.2.1.** Produce and issue the Card/Additional Card to the potential Card Holder/Holder of the Additional Card upon receipt of the full package of documents required for opening the Current Account, within the terms determined by the Bank independently, and after acceptance of the Application by the Bank.
- 4.2.2.** Notify the Card Holder about suspension of the Card (other than in case of expiry of the Card) within three (3) banking days to the contacts last notified in writing by the Card Holder to the Bank.
- 4.2.3.** Credit to the Current Account the amount received on the account of the Card Holder as of the date of valuation indicated in the received payment order.
- 4.2.4.** Upon written Application of the Card Holder provide the statements on the Current Account as per the terms and conditions and current tariffs of the Bank.
- 4.2.5.** Advise the Card Holder about any changes made in this Agreement on the terms and conditions set out in the General Terms and Conditions not later than 15 (fifteen) days prior to such changes would come into force.
- 4.2.6.** Inform the Card Holder / Additional Card Holder on Card expiry 10 (ten) calendar days prior to the date it expires, using the method provided by the General Terms and Conditions.

4.3. The Card Holder may:

- 4.3.1.** Request to issue and/or cancel the Card / Additional Card and shall pay for it as per the current tariffs of the Bank.
- 4.3.2.** Set and/or change the limits of utilization of cash for a certain period for the Holder of the Card / Additional Card.
- 4.3.3.** Change the limit of utilization of cash on the Card / Additional Card by signing the corresponding Application.
- 4.3.4.** The Card Holder shall have the right to terminate this Agreement at any time with at least thirty (3) calendar days prior written Application to the Bank before the anticipated date of termination hereof.
- 4.3.5.** Request the Bank to consider the disputable operation and present a slip (cheque) as an evidence within forty five (45) calendar days after the date of disputable transaction. Before the issue with the disputable transaction is resolved the money debited from the account will not be restored.
- 4.3.6.** Suspend the Card by a written or oral request in compliance with the procedure of card suspension described in the Rules.
- 4.3.7.** In case if changes or additions made to the terms of this Agreement, terminate this Agreement without paying additional fees for its cancellation.

4.4. The Card Holder shall:

- 4.4.1.** Bear full responsibility for use of the Primary and Additional Cards issued on his/her account.
- 4.4.2.** Pay all the Bank's commissions in accordance with the current Tariffs.
- 4.4.3.** Pay the Debt to the Bank in a timely and full manner.
- 4.4.4.** Within 3 (three) banking days provide to the Bank the information about any changes in the contact details last notified in writing by the Holder to the Bank.
- 4.4.5.** Present to the Bank all the documents required by the legislation of the Republic of Kazakhstan.
- 4.4.6.** Indemnify for the expenses incurred by the Bank through the fault of the Card Holder and/or Holder of the Additional Card.
- 4.4.7.** Promptly advise the Bank about loss, theft, unauthorized access by third parties to the Card/Additional Card, Current Account, by a written or oral Application to the Bank in accordance with this Agreement and the Rules.
- 4.4.8.** Return to the Bank the amount incorrectly credited to the Current Account, within 5 (five) days after receipt of the corresponding demand of the Bank.
- 4.4.9.** Comply with the requirements of the legislation of the Republic of Kazakhstan while effecting the Transaction.
- 4.4.10.** In case of closing the Current Account, pay the due amount of the commission for maintenance of the Current Account.
- 4.4.11.** In the event of termination of this Agreement in the manner provided in clause. 4.1.4., repay debt to the Bank within 20 calendar days from the date of receipt of notice from the Bank.
- 4.4.12.** Regularly, but at least once a month, check the status of his/her Current Accounts.
- 4.4.13.** Do not pass the Card/Additional Card to third persons, and do not disclose PIN or any card details.

4.4.14. In case of giving the Application on termination of this Agreement, return to the Bank all Cards/Additional Cards issued hereunder.

4.4.15. Bear full material responsibility for the actions that violate the provisions hereof.

5. Overdraft

5.1. In the event of the Overdraft the Card Holder shall pay to the Bank the interest at the rate indicated in the Tariffs and penalty fee indicated in the Tariffs per each day of delay.

5.2. The interest and penalty shall be calculated based on the actual number of days lapsed from the date of the Overdraft and up to the date of its actual repayment. The period of repayment of the Overdraft interest and penalty in respect of the Overdraft shall be 30 (thirty) days from the date of Overdraft.

5.3. Every event of Overdraft by the Card Holder may result in termination of this Agreement by the Bank.

6. Liabilities of the Parties

6.1. The Bank shall be liable for:

6.1.1. Disclosure of bank secret in accordance with the legislation of the Republic of Kazakhstan;

6.1.2. Failure to perform the obligations hereunder;

6.1.3. The incorrect transactions on the Current Account. The liability for incorrect transaction shall be limited to cancellation by the Bank of such incorrect transaction.

6.2. The Bank shall not be responsible for:

6.2.1. The quality of goods and services paid for by the Card/Additional Card;

6.2.2. The consequences of late Application by the Card Holder to the Bank with the request to suspend the Card, and expiry of the Card/Additional Card;

6.2.3. Failure by the Card Holder to receive statements on the Current Account;

6.2.4. The incorrect information provided by the Card Holder and/or Holder of the Additional Card to the Bank;

6.2.5. The foreign exchange restrictions in the receiving country, and the limits of cash that may be received at ATMs and bank offices, which may somehow affect the interests of the Card Holder/Holder of the Additional Card.

6.2.6. Failure of payment systems, electronic devices, ATMs that are beyond direct control of the Bank.

6.2.7. Impossibility to provide services or perform obligations should such impossibility result (directly or indirectly) from any dispute or circumstance beyond control of the Bank.

6.2.8. Any direct or indirect losses that result from or are caused by use of the Card.

6.3. The Card Holder shall be responsible for:

6.3.1. Improper performance of the terms and conditions of this Agreement and Annexes hereto by the Card Holder and/or Holder of the Additional Card, misuse of the Card by the Card Holder and/or Holder of the Additional Card, damage caused to the Bank and/or third persons, in the full amount;

6.3.2. The losses incurred by the Bank and/or third person as a result of unauthorised use by third persons of the Cards/Additional Cards and caused prior to notice by the Card Holder and/or Holder of the Additional Card about loss of the Card/Additional Card, its use by unauthorized person and suspending of the Card/Additional Card by the Bank, in the full amount of losses.

6.3.3. The damage caused to the Bank as a result of failure to perform by the Card Holder and/or Holder of the Additional Card of the terms and conditions hereof and Annexes hereto, as well as the Rules, in the full amount of the caused damage.

6.3.4. Passing the Card/Additional Card or card details, disclosure of PIN to third persons, in the full amount of the damage caused to the Bank and/or third persons.

6.3.5. Failure to comply with the legislation of the Republic of Kazakhstan while effecting the Transaction, in the full amount of damage and/or losses caused to the Bank and/or third persons by such failure to comply;

6.3.6. Inaccuracy of the information provided to the Bank, in the full amount of damage and/or losses caused to the Bank and/or third persons and resulting from provision of inaccurate information.

6.3.7. Failure to repay and/or untimely repayment of the Debt to the Bank in the procedure and on the terms determined in this Agreement, in the full amount.

6.4. The Parties shall be released from responsibility for a failure to perform obligations should such failure result from the force majeure.

6.5. Performance of obligations which have not been performed due to the force majeure circumstances shall be extended for a period of time needed to overcome such circumstances.

7. Disputes Resolution

7.1. The disputes and controversies arising between the parties in the course of performance of this Agreement shall be resolved by way of negotiations between them.

7.2. The disputes that have failed to be resolved by way of negotiations between the parties shall be resolved in the procedure established by the legislation of the Republic of Kazakhstan.

7.3. Any Application with respect to a disputable Transaction shall be accepted within 45 (forty-five) days after the date of the Transaction and shall be accompanied by respective documents (slips, cheques). Otherwise, the Bank may reject any claims. All disputes should be resolved according to procedures of International Payment Systems and Bank procedures.

7.4. In case of an unauthorized payment on the Card / Additional Card, the Bank shall not be liable to the Card Holder if the earlier to the date of the unauthorized payment, the Card Holder has not taken action, and not informed the Bank about the loss \ theft of the Card after calling in the Call Center of the Bank or not submitting a written Application to the Bank. Upon detection of an erroneous withdrawal or transfer of money to / from the Bank account or in the commission of an unauthorized payment, as well as the loss of a Card, Card Holder shall immediately notify the Bank.

7.5. After the Bank has received a notice from the Card Holder on making unauthorized payments, Bank, on the same day when receiving a notice from the Card Holder, suspend the execution of the operations that were carried out after receiving the notice and terminate the use of the Card on the basis of received from the Card Holder notice, and conducts measures to detect authorization / Unauthorized payment.

7.6. According to the notices of the unauthorized payment, the Bank conducts an internal investigation and, if the validity of Card Holder's notice restores the amount of unauthorized payments on current account of the Card Holder. In the case of unsubstantiated statements, the Bank refuses to restore the dispute transaction. Card Holder Applications are considered in terms of no more than 30 calendar days from the date of receipt of such requests. In the case of an internal investigation conducted by the Bank is not settled the controversial operation within 15 calendar days, the Bank within 3 days provides an interim response to the Card Holder for an extension and review of the controversial operation on said Card Holder in the Statement of electronic or postal address. It is allowed to exceed the consideration terms, in the case if the transactions were made in non-resident of the Republic of Kazakhstan Bank network, but not more than to 30 calendar days, as informed in writing form within 3 (three) calendar days from the date of extension of term of consideration of the Application.

8. Term of This Agreement, Changes to and Termination of This Agreement

8.1. This Agreement shall be effective from acceptance of the Application by the Bank in compliance with the terms and conditions of Section 2 hereof, and shall stay in full force and effect until and unless terminated, or up to the closing the Current Account, provided that the Card Holder and/or Holder of Additional Card have no overdue obligations hereunder.

8.2. The Bank may terminate this Agreement on the order stipulated by the clause 4.1.4. of this Agreement.

8.3. The Card Holder shall have the right to terminate this Agreement at any time by giving a prior at least thirty (30) banking days written notice to the Bank. In such case the Bank shall not reissue the Card, and the Card shall be cancelled as of the date of termination of the Agreement selected by the Card Holder. When giving a written notice of termination of this Agreement the Card Holder must return to the Bank all Cards issued hereunder.

8.4. The Bank may unilaterally make changes in this Agreement, Tariffs. All changes made in the Agreement shall be notified by the Bank to the Card Holder using any method, stipulated by the General Terms and Conditions not later than 15 (fifteen) calendar days prior to such changes will come into force. In case of disagreement with changes, Card Holder shall have the right, prior to the date at which such changes and / or additions will be applied, terminate this Agreement, while paying off the entire debt to the Bank

8.5. The failure by the Card Holder to deliver the written Application of his/her disagreement with the terms and conditions of the Agreement, including any changes hereto, within 30 (thirty) calendar days from the date of announcing such changes shall be deemed means the acceptance by the Card Holder of reviewed terms and conditions/additions to this Agreement.

8.6. Hereby the Card Holder authorizes the Bank to close the Current account in the absence of money on the Current account for more than 3 calendar months

9. Legal Address and Details of the Bank

JSC «Altyn Bank» (SB of JSC «Halyk Bank»)

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General Rules of Use of the Card of JSC «Altyn Bank» (SB of JSC «Halyk Bank»)

1. Terms and Definitions

Authorization is an authorization by the Bank to make payment using the debit Card.

Bank is SB JSC «Altyn Bank» (SB of JSC «Halyk Bank») including its subsidiaries and representative offices.

Banking Day is a day when the banks of the Republic of Kazakhstan are open for operations.

Bank acquire is Credit and financial institution that has a contractual relationship with the trading enterprises (services), receives a transaction data which is made through payment cards from them, direct them to the appropriate data interchange system, and performs calculations on these transactions in accordance with signed with enterprises trade (services) agreements. (The organization has the right (license) from the international payment system or authorized by her party to carry out maintenance shop (services)).

ATM is the electronic-mechanical device used for the cash withdrawal and receiving additional Bank services using the Card.

Suspending of the Card is total or temporary ban to make payments using the debit Card.

Settlement account currency – Bank settlements with IPS in USA Dollar, Euro and Tenge.

Account statement - periodically provided by the Bank a written statement showing the credit / debit transactions on current account for a given period, as well as other information provided by the current legislation. Account statement is a type of alert and serves as sufficient proof of the transactions made. Transactions are considered as committed on the Business Day specified in the Account statement.

Data interchange the process of the data exchange regarding transactions through messages containing transaction data between the acquirer and the issuer in accordance with the rules established by the payment system;

Card Holder is a physical person who has the right to use the Primary Card, is an owner of the Current Account and a part hereto.

Holder of the Additional Card is a Card Holder and/or physical person in whose name the Additional Card is issued.

Current Agreement – is current agreement on issuance and use of MasterCard debit card (JSC «Altyn Bank» (SB of JSC «Halyk Bank»)), including General Terms and Conditions which are integral part of this Agreement.

Additional Card is a Card issued upon a written request of the Card Holder on the terms and conditions defined by the Card Holder and in the name of the Holder of the Additional Card, which gives the Holder of the Additional Card access to the money of the Card Holder on the Current Account via electronic terminals or other devices which containing the information which allows the Holder of the Additional Card to make payments, receive cash, exchange currency, and carry out other operations on the Current Account determined by the Bank and on the terms and conditions established by the Bank.

Credit is an amount of money provided by the Bank to the Card Holder within the Credit Limit on the Current Account and utilized by the Card Holder. The Credit is extended in the currency of the Current Account.

Debt is a failure by Card Holder to pay for the Card-related services, repay the Credit, Overdraft, and pay the interest accrued, penalties, fines and charges due.

Application is a document signed by the Card Holder and being in the form specified by the Bank regarding the acceptance of the terms and conditions of this Agreement generally and fully and regarding the issuance of the Card/Additional Card.

Current Account is a bank account opened by the Bank for the Card Holder in accordance with this Agreement and used for depositing money and effecting Card transactions (operations accounting and settlements).

Card (payment card) is a mean of access to the money of the Card Holder on the Current Account via electronic terminals or other devices containing the information which allows the Card Holder to make payments, receive cash, exchange currency and effect other operations on the Current Account determined by the Issuer and on the terms and conditions specified by it.

Call Centre is a subdivision of the Bank to receive and process calls of Card Holders/ Holders of Additional Cards, to inform about products and services offered by the Bank, to activate and suspend Cards, and to perform other functions designated by the Bank for Client servicing.

Authorization code a unique combination of alphanumeric characters indicating the number assigned by the Bank or the relevant payment system required for authorization.

Overdraft is excess expenses by the Card Holder over the cash balance on the Current Account including the Credit Limit on the Current Account.

Operation (transaction) is an operation on the Current Account including expense transactions using the Card (payment for Goods and receiving cash), depositing cash on the Current Account in cash or by transfer; Chargebacks; and other operations to be reflected on the Current Account. The transactions may be carried out both within and outside the Republic of Kazakhstan.

PIN is a personal identification number, i.e. a secret code assigned to the Card Holder and Holder of the Additional Card for their identification.

Payment system is a system of participants of settlements and their calculating agents that are abide by common rules, terms, and conditions and establish relations based on the debit Cards technology. For the purpose, hereof the payment system will be the MasterCard International Payment System.

Rules are the rules of use of the international debit Card elaborated by the Bank and set out in Annex 1 hereto.

Tariffs of the Bank are the commissions and fees unilaterally set by the authorized body of the Bank for the services rendered by the Bank and related to its activity, acting on the date of payment for the Bank's services.

Emitter is the financial institution that issues payment cards, receives transaction data, produced by the Card Holders, makes authorizations, guarantees the payment of the transactions made by the Card Holders and allocates the Card Holders' amounts on Card Holders accounts;

2. Rules of the Card usage

2.1. Procedure of Issuance and Storage of the Card

- 2.1.1.** The Bank shall issue the Card/Additional Card directly to the Card Holder. When the Card Holder receives the Card he/she shall sign a special field on the backside of the Card in the presence of the Bank's officer.
- 2.1.2.** At the Client's request Bank could issue an Additional Card to the Current Account for card transactions in the name of any person specified by the Client in a relevant Application for issue of additional card (provided that such person has produced all documents contemplated by these General Terms and Conditions and the Current legislation, and if issue of an Additional Card to such person is not in conflict with the Current legislation and the Bank's internal policies, standards and procedures).
- 2.1.3.** Delivery of the Card to any third persons for use or as a pledge is forbidden. The Bank shall seize a Card, presented to the Bank or in the Entrepreneur's retail network by any unauthorized person.
- 2.1.4.** The Card/Additional Card is issued not activated so that to minimize the risk of unauthorized operations on the Card before it is handed over to the Holder. The Card may be activated by the Card Holder immediately in the office of the Bank or by personal call to the Call Centre at telephone in Almaty +7 (727) 259-69-00
- 2.1.5.** The Card Holder shall keep the Card away from adverse factors that may damage the Card.
- 2.1.6.** The Card Holder shall be liable for proper keeping of the Card in suitable places and in a proper manner to exclude the possibility of unauthorized access/use by any third parties.
- 2.1.7.** The Card Holder shall assume all risks associated with use of the Card, in particular, with unauthorized access to the Card/its use by any third parties, and/or any information contained in the Statement of account, and/or any other information/ correspondence intended for the Card Holder.
- 2.1.8.** The Card that has not been received shall be destroyed by the Bank upon three (3) months after the date of issue.

2.2. PIN-code

- 2.2.1.** After issuance of the Card the Card Holder receives personally and privately a sealed envelope with a sheet with typed Personal Identification Number (hereinafter – the "PIN code"). PIN code is strictly confidential and in no case shall be disclosed to third parties including the Bank's staff.
- 2.2.2.** The PIN code is not known to the Bank's personnel and third parties and must be kept private by the Card Holder throughout the whole period of use of the Card.
- 2.2.3.** It is advisable to comply with the following rules to maintain secrecy of the PIN code:
- if the PIN code is recorded somewhere by the Card Holder, the Card and such record shall be kept apart;
 - nobody should be allowed to see the PIN code figures combination keyboarded on an electronic device (including an ATM).
 - After keying in the PIN code, the figures will be displayed on the electronic device (including an ATM) in the form of unified symbols. It is important not to make errors while keying in the PIN code. In the event that six times running (with any time interval and using one or a number of different electronic devices, including an ATM) a wrong PIN code is keyed in, for further operations the Client shall have to set the PIN code entry counter to zero by contacting the Bank's Contact Center.
 - All transactions, conducted via electronic devices (including an ATM) and confirmed by the entered PIN code, shall be considered by the Parties to be transactions carried out by the Card Holder.
 - In case the Card Holder has forgotten PIN code, he/she should apply to the Bank and submit the corresponding Application for reissue of the Card or PIN.

3. Term of the payments using the Card

- 3.1.** To make a Card Transaction, the Card Holder shall present the Card to the Entrepreneur's cashier or to the cashier of a cash dispensing office, shall use an ATM in a self-service mode, or shall conduct Card Transactions in any other manner using the Card details.
- 3.2.** The Bank and the Client hereby agree that bills for the Card transactions, performed by the Card Holder, shall be paid by direct debiting the Client's Current account for card transactions with a relevant amount by virtue of these General Terms and Conditions without the Client's further authorization.
- 3.3.** Card transactions pass through the IPS system. According to the specifications, IPS operation cards are held in two stages. In the first phase the amount reserved / blocked on the current account (hereinafter - the "Authorization"), the second phase is deducted from the current account. Write-off occurs through the IPS upon obtaining corroborating information from the acquiring bank. To ensure availability of a sufficient amount of Money in the Current account for card transactions for relevant settlements, the Client authorizes the Bank to freeze the Money in the Current account for card transactions in the amount equal to the Authorization amount for a period of no more than 30 (thirty) calendar days from the date of freezing.
- 3.4.** In order to provide enough money on the Current Account for the implementation of the relevant calculations, the Card Holder gives the Bank the authority to block the money on Current Account in the amount of authorization for a period not exceeding 30 (thirty) calendar days from the date of setting such block.
- 3.5.** Settlement currencies through IPS with the Acquire Banks are USA Dollar and Euro.
- 3.6.** Write-off (crediting) of funds from Current Accounts as a result of the usage of the Card or the card number in the IPS and in the Bank devices is carried out on the basis of electronic data from IPS and the Bank devices. Bank and Client recognizes these electronic data as the disposal of the funds on the Current Account Card Holder given by an authorized person.
- 3.7.** When carrying out Transactions in a currency other than the currency of the Current Account for the authorization exchange rate set by the IPS is applied. When carrying out Transactions in a currency other than the currency of the Current Account and other than the the currency of Settlement Account with IPS, exchange rate set by IPS is applied, including commissions charged by the Bank for committing such operations in accordance with the tariffs applicable at the time of the Operation.
- 3.8.** The actual write-off of amount for the Card Operations takes place on the basis of the payment document received from the IPS. When amount is written-off from the Current Account the exchange rate of foreign currency of the Bank is used, at the date and time of receipt of the payment document from the IPS. The amount of write-offs may differ from the amount of authorization, as well as in smaller and in a bigger way, depending on currency exchange rates at on the date of authorization or the date and time of receipt of the payment document.
- 3.9.** In case if the currency of the Card Operations coincides with the currency of the Current account, the conversion is not carried out.

- 3.10.** If the Bank does not receive the approving information from the Acquiring Bank for the write-off of funds from the Current Account, then after 30 (thirty) calendar days blocked amount becomes available. Authorization may be canceled only if the transaction for which it was requested, has not taken place (and it has written confirmation from the merchant or the Acquiring Bank) or has been made to another amount (for which a separate Authorization is requested).
- 3.11.** The Bank sends no SMS in case of cancellation of the Authorization for the Card or in the event that the amount is cancelled on expiration of 30 (thirty) calendar days.
- 3.12.** In case of overdraft facility, the Bank will freeze the Current account for card transactions. The Client shall be obliged to cover such overdraft facility.
- 3.13.** Entry of the correct PIN code and/or signature on behalf of the Card Holder on the Slips and checks shall be deemed to be the Card Holder's instructions to withdraw the Money from the Current account for the Card transactions.
- 3.14.** To prevent any unauthorized (fraudulent) Card transactions, the Bank has introduced a system limitation for all types of Card operations (transactions) outside the Republic of Kazakhstan and in the IBNP. For lifting such limitations, the Client should call the Contact Center or an outlet of the Bank. The Client shall assume all risks associated with transactions on the Internet.
- 3.15.** Bank may set and change any standard limits at its sole discretion in accordance with its internal policies, standards and procedures. It should be noted that upon any change of such standard limits and limitations in respect of the Card transactions, the Bank shall notify the Client about the same within no more than 10 (ten) calendar days prior to the effective date of the new limits. Should the Client disagree with any change of the standard limits in respect of the Card transactions, the Bank shall be deemed free of the commitments to maintain the Client's Current account for card transactions under a relevant agreement and shall have the right to demand immediate payment of the Debt, if any.
- 3.16.** Replenishment of the Current Account of the Card Holder can be made by cash and by transfers.
- 3.17.** Client's transactions using the Card may be made within the available balance on the Current Account. The Client is obliged to obtain information about the changes of available balance on the card prior to each operation and to make transactions using the Card only within the available balance.

4. Card use for cash transactions.

- 4.1.** The Card Holder can get cash from the Card in a cash dispensing office of member banks of a relevant payment system or via an ATM.
- 4.2.** As a rule, cash shall be disbursed on the Card in the currency of the country of stay. In some countries, the laws of a relevant country of stay may limit frequency and maximum amount of cash withdrawal using the Card.
- 4.3.** Since rules of different payment systems may differ, the Bank shall not be held liable for any extra fee (not included in the Tariffs) charged by such cash disbursement offices.
- 4.4.** The Card Holder can withdraw cash via an ATM in a self-service mode.
- 4.5.** After completion of the Card transaction and taking of banknotes from the ATM, a check will be printed out (if the Card Holder has selected a check printing option). Due to confidentiality of the information contained in the check, it is advisable to take the printed out check with you and not to leave it near the ATM.
- 4.6.** If a wrong PIN is entered, a relevant message will be displayed on the ATM and the Holder's Card transaction will be denied.
- 4.7.** Any transaction for a valid Card upon entering of the correct PIN code may be denied for the following reasons:
- a) the requested amount cannot be disbursed in banknotes that are available in the ATM cassettes. An amount, divisible by the minimum denomination of the banknotes, which is specified in the instructions for the use of this ATM, should be requested;
 - b) the requested amount exceeds a single disbursement limit that depends on the dimensions of the cash disbursement unit of the ATM. It is necessary to divide the requested amount into parts and to repeat the transaction the required number of times;
 - c) the requested amount exceeds the balance of the Current account for card transactions. In such case it is advisable to request a small amount that may be ascertained using such function as printout of information about balance of the Current account for card transactions;
 - d) the requested amount exceeds the daily limit of cash disbursement via the ATM as set by the Card Holder/Bank.
- 4.8.** When using an ATM, it should be kept in mind that if the returned Card and/or disbursed banknotes is/are not collected by the Card Holder from the disbursement unit within 20 (twenty) seconds (such waiting time may differ and may depend on technical settings of ATMs of different Banks), a security system will come into action and, to ensure safety of the Client's Money, the Card and/or banknotes will be drawn into the ATM and will be retained in a special compartment. In such cases, Card may be returned to the Card Holder by the bank, which maintains such ATM, but only upon clarification of reasons for retention of the Card and consultation with the Bank, and the amount of the Card transaction, which was debited from the Current account for card transactions upon the Authorization (or the non-debited part of such amount), can be restored only upon ATM cash re-collection and ascertainment of the cash amount that has not been collected by the Card Holder. The Card Holder can contact the Bank to assist in holding negotiations with the bank that maintains the said ATM.
- 4.9.** Bank shall find out a reason for retention of the Card or cash in the ATM within not more than 45 (forty-five) working days, following the day of the Card Holder's verbal (by telephone, if the Card has been retained) or written (if, in particular, required by the Bank) request (if the Client's request is connected with retention of money, such request shall be submitted in writing form only).

5. Use of Card for payment for the Entrepreneur's goods, works and services

- 5.1.** According to the payment system rules, the Entrepreneur shall not be entitled to overrate the price of goods, works or services when accepting the Card for payment for the same against the price charged in case of payment in cash. The Card Holder shall be obliged to notify the Bank of all cases of overrated prices of any goods, works or services
- 5.2.** The Cashier shall be entitled to request the Card Holder to produce his/her identity document. Should such document be unavailable, the cashier may deny the Card Holder's transaction.
- 5.3.** The cashier shall make, after accepting the Card, a relevant request to the Bank for Authorization of the Card Transaction. In the case of automated mode of authorization, the cashier shall perform Authorization via an electronic terminal. The cashier shall insert the Card into a reader of the terminal and shall keyboard the transaction amount. If requested by the terminal, the cashier

shall ask the Card Holder to confirm the transaction by entering the PIN code on a special keyboard. A relevant request shall be transmitted to the Bank via operational communication channels. Should the amount of Money in the Current account for card transactions be sufficient and the correct pin code be keyed in (if the PIN code has been entered by the Card Holder), a check shall be printed out in duplicate to evidence the conduct of the transaction. The cashier shall hand over one copy of the check to the Card Holder. The Cardholder shall check up accuracy of the data printed on the check and shall sign it and give it back to the cashier. Depending on the adopted procedure, the printed out check may be attested by the Card Holder's and the cashier's signatures.

5.4. While conducting a Card transaction, a retail/service facility (or any other entity, through which the Card transaction is being conducted), provided that relevant equipment is available, can convert the Card transaction amount into tenge or any other currency at the rate fixed by the bank or financial institution, through which such Card transaction is being conducted. If currency of the Current account is other than the currency, into which amount has been converted, then the transaction will be debited in the way mentioned in clause 3.8.

5.5. The Bank shall not be liable for any actions of the Entrepreneur's cashiers, who have failed to conduct or have made errors while conducting any Card Transactions; in particular, if the cashier has not identified the Card Holder or has not compared his/her signature on the payment document with the signature on the Card and/or identity document.

5.6. If the transaction is authorized the cashier shall fill in the cheque and make sure that it indicates the correct number of the Card, amount and date of operation. The signed check shall be an evidence of the correct information contained therein.

5.7. The Card Holder, subject to the restrictions set by the Current legislation, shall be entitled to return any bought goods, paid for by the Card, or to cancel any service prepaid by the Card. In such event, at request of the Card Holder and with the consent of the Entrepreneur, the cashier shall conduct the transaction "purchase return". Such purchase return can be done before or after receipt of Authorization Code by the Entrepreneur.

5.8. In the first case, the transaction shall be cancelled directly at the location of the Entrepreneur by discontinuing it. The Card Holder is advised to oversee the destroying of a relevant Slip with the Card impression, even if the Slip has not been signed yet.

5.9. In the second case, the Card Holder should request reversal transaction, because upon receipt of the Authorization Code the transaction amount is frozen in the Current account for card transactions. To conduct such reversal transaction, the cashier shall issue a special Reversal Slip to be attested by the Card Holder and cashier's signatures, or shall activate a special function of the electronic terminal ("Reversal") with printing out of a special check. It should be noted that if the Entrepreneur has done such reversal at the stage of Authorization, the previously frozen amount of the transaction shall be available at once in the Current account for card transactions. If the transaction amount has been already debited from the Current account for card transactions, the Bank shall show the reversal amount upon receipt of a relevant financial document. (time interval shall be up to 30 calendar days).

5.10. In case of reject of purchasing (return of article), the Holder shall make sure that the cashier has cancelled the transaction, and the cheque should be destroyed by the cashier in the presence of the Card Holder.

5.11. In accordance with the current tariffs of the Bank for the Card services the Card Holder shall pay to the Bank the commission for maintenance of the Card. The Bank shall provide the information about tariffs to the Card Holder before these Rules are signed. Afterwards the information about any changes in the tariffs shall be notified in the procedure established by the General Terms and Conditions.

6. Card blocking

6.1. In case of loss or theft of the Card it is necessary to immediately call to the Call Centre at telephone +7 (727) 258-25-25 or the nearest office of JSC «Altyn Bank» (SB of JSC «Halyk Bank») with the request to suspend the Card (hereinafter – the "Request").

6.2. In the Request to block the Card, the following is mentioned: full name of the Card Holder, card number and expiry date of Card/Additional card, telephone contact number of the Card Holder.

6.3. The Card Holder hereby unconditionally agrees that the Card shall be deemed to be possessed and used by the Card Holder, unless a Request to the contrary has been duly filed, and Card transactions, conducted using the Card prior to filing of such Request by the Bank, shall be deemed to have been duly authorized by the Card Holder. The Card Holder shall assume the risk of and liability for the Card transactions conducted prior to the effective date of the Card blocking.

6.4. Should such Request be made by the Client to an outlet of the Bank or to any member of a relevant payment system, the Card blocking shall commence upon registration by the Bank of the Request delivered by such outlet of the Bank or by such member of the relevant payment system on behalf of the Card Holder.

6.5. Upon blocking of the Card by virtue of the Card Holder's request in writing, the Bank shall issue a new Card with a new number and PIN code. An obligatory condition for the Card reissuance is the sufficient amount on the current account of the cardholder to cover the Bank commission.

6.6. The Bank reserves the right to make claims to the Card Holder, should the latter fail to comply with the Card keeping and use requirements, or should he/she fail to keep secret the PIN code (in particular, after blocking of the Card), or should any wilful unlawful acts of the Card Holder be detected.

6.7. Upon finding the lost Card, the Card Holder shall immediately notify the Bank about that and shall surrender the Card to the Bank. Should such found Card be not surrendered as prescribed by this paragraph, the Card Holder shall assume all risks, arising out of such non-surrender of the Card to the Bank, and shall be obliged to indemnify the Bank against any extra costs that may be incurred by the Bank in connection with seizure of the Card.

6.8. The Card shall be blocked without blocking the Current Account of the Card Holder based on the Applications of Holders of Primary and Additional Cards, and with blocking the Current Account of the Card Holder based on decision of authorized bodies and officers, and in compliance with the procedures established by the acting legislation of the Republic of Kazakhstan.

6.9. Should the Bank have any reasons to assume that there is a risk of any unauthorized fraudulent transactions in the Client's Current account for card transactions, the Bank shall be entitled to block the Current account for card transactions without a prior notice.

6.10. A temporary blocked Card / Additional Card might be unblocked. The Card / Additional Card blocked for loss or theft Card unblocking cannot be made. Card shall be released upon the request of the Card Holder (written or oral request to the Contact-Centre). At the same time, Card Holder should pay the card reissuance fee.

7. Retention of the Card

7.1. The Card may be retained at the service point in case:

- The Card is suspended.
- Presenter of the Card is not its Holder.
- The Card Holder has forgotten the Card at the service point after completion of the Card Transaction.

7.2. The Card may be retained by ATM, cashier of service point, officer of the debit cards department or security of the Bank.

7.3. The reason for retention of the Card by ATM shall be established by the Bank not later than the next banking day after the date of application by the Card Holder to the Bank.

7.4. The Bank shall return the retained Card after the respective decision is taken depending on the reason of the Card's retention.

7.5. Card retained by the Bank outside Republic of Kazakhstan, will be returned in accordance with the procedures of the Bank, that retained Card.

8. Term of the Card, Suspension, Termination of Use, Replacement of the Card

8.1. Card is issued for the 3 (three) years. The Card shall indicate the date of its expiry (month and year). The Card shall be effective before and on the last day of the month and year indicated therein. All expired Cards shall be suspended and should be returned to the Bank.

8.2. Upon the 10 days before the Card expiration date, Bank informs Card Holder by any of the ways provided by the General Terms and Conditions.

8.3. On expiration of the Card and unless the Card Holder gives any instructions to the contrary, the Card shall be reissued automatically for a new term. All Cards with expired validity shall be blocked and surrendered to the Bank.

8.4. In case of refusal to use the Card the Card Holder shall deliver to the Bank the respective Application and return the Card and any Additional Cards.

8.5. The Bank shall be entitled, on the basis provided in this Agreement, to seize or block any time the Card and/or to refuse to replace the Card without any compensation for any eventual costs of the Card Holder, with subsequent notification of the Card Holder about that within 10 (ten) working days from the day of actual blocking.

8.6. The Card Holder shall surrender the Card at the Bank's request in writing within the time limits specified in such request.

8.7. In case of non-surrender/untimely surrender of the Card by the Card Holder, the Client shall assume all risks, arising from such non-surrender/untimely surrender of the Card to the Bank, and shall indemnify the Bank against any extra costs that may be incurred by the Bank in connection with seizure of the Card.

8.8. Replacement or issuance for the Card Holder of a new Card in place of the lost one shall be made based on the Request of the Card Holder.

8.9. Furthermore, the Card can be replaced or a new Card can be issued in place of the lost one by virtue of a relevant verbal Application to be made by the Card Holder to the Contact Center by telephone. In such cases the Banks shall be entitled to refuse to replace or issue or to suspend replacement or issue of a new Card until a relevant written Application is submitted by the Card Holder

8.10. The Card shall be replaced in case of expiry, damage, loss, theft of the Card, or disclosure of PIN, or in case the Card Holder has forgotten PIN, and if requested so by the Card Holder, International Payment System requirements or at the request of Card Holder in order to prevent card transaction fraud.

8.11. The Card to be replaced must be surrendered to the Bank (unless the Card has been lost/stolen). Should such Card be not surrendered by the Card Holder as prescribed by this paragraph, the Client shall assume all risks, arising out of such non-surrender of the Card to the Bank, and shall be obliged to indemnify the Bank against any extra costs that may be incurred by the Bank in connection with seizure of the Card.

8.12. The Bank will charge a fee from the Client for production and delivery of a new Card as per the Tariffs and taking into account any courier/postal costs incurred by the Bank in connection with such production and delivery of the new Card.

9. Maintenance of the Card

9.1. The Bank provides the Client with the Account statements on its request. For the provision of Account statements, the Bank fee is charged provided by the Bank's Tariffs. The Bank can notify the Client about the execution of its payment orders by sending notifications to it in arbitrary form.

9.2. Card Holder in accordance with the approved tariffs of the Bank, valid for the current date, pays a commission for the Bank services. Tariffs are provided to the Card Holder before signing this Agreement. In the future, information on any changes in fees is available in the manner prescribed by the General Terms for the 15 (fifteen) calendar days prior to the entry into force of such changes.

10. Resolution of Disputes

10.1. It is recommended that the Card Holder should keep the cheques so that to calculate expenditures on the Current Account and resolve possible disputes.

10.2. The Card Holder shall have the right to demand that the Bank provide copies of the documents evidencing that all withdrawals from the Current Account are correct.

10.3. Any notice sent by mail shall be deemed received by the Card Holder within 7 (seven) days from the date of posting to the address last notified in writing by the Card Holder to the Bank. Publication of changes by such means as the Bank may deem the most appropriate shall constitute the notice to the Card Holder that the changes and/or additions are in effect.

10.4. The Card Holder shall deliver the written Application to the Bank within 45 (forty-five) days from the date of transaction. In case the Application is reasonable, the Bank shall restore the amount of the Card Transaction to the Current Account. In case the Application is not reasonable all costs associated with resolution of the dispute transaction shall be paid by the Card Holder.

10.5. Applications of the Card Holder are considered in terms of no more than 30 (thirty) calendar days from the date of receipt of such requests. In case if an internal investigation conducted by the Bank is not regulated dispute operation within 15 calendar days, Bank, within 3 (three) days provides an interim response to the cardholder for the extension of the term for regulation of the dispute operation on provided by the Card Holder in Application electronic or postal address.

10.6. At the same time, in case if transaction was made in Bank network, which is Non-Resident of the Republic of Kazakhstan, it is allowed to exceed the terms of consideration of Applications of the Cardholder for not more than 30 (thirty) calendar days. Card Holder should be informed in writing form within 3 (three) calendar days from the date of extending the consideration term of dispute Application.

11. For the Cardholder's Information

11.1. For prompt receiving the information from the Bank the Card Holder shall notify the Bank about any changes in his/her address of domicile and/or number of telephone.

11.2. The Card Holder shall address all questions related to use of the Card to the Call Centre at the following telephone:
+7 (727) 259-69-00.