

**Addendum to order  
On Approval of the Payment Card Issue and Maintenance  
Contract (with Individual)**

**PAYMENT CARDS ISSUE AND MAINTENANCE CONTRACT  
(WITH INDIVIDUAL)**

This Payment Cards Issue and Maintenance Contract (with individual) (hereinafter – Contract) determines the general terms and conditions of issue and maintenance of the payment cards with ForteBank JSC (hereinafter – Bank).

This Contract is an adhesion contract and shall be considered as executed on the date of the Bank's acceptance of the duly filed Application from the Customer requesting opening of an account and issue of a payment card for individuals (hereinafter – Application), which is an integral part of the Contract and the Individual (Current/Special Current) Bank Account Contract (General Terms and Conditions) (hereinafter – Account Contract).

By signing the Application, the Customer confirms that he/she has read, understood and agrees with the terms of the Contract and the Account Contract and that he/she undertakes to comply therewith in full and in timely manner. The aforementioned contracts are published in open access at the customer service areas of the Bank branches and on the official website of the Bank at: [forte.kz](http://forte.kz).

The Customer/Counterparty hereby confirms that neither it, nor its representative, beneficiary owner nor other participants in the structure of management or ownership, nor any persons comprising with it a group of persons nor counterparties are subject to any restrictions or sanction measures, nor are they on any sanction lists in accordance with the jurisdiction of any country or international organization applicable to the aforementioned persons, as well as to the Bank (hereinafter – the Sanctions).

**1. SUBJECT AND GENERAL TERMS OF THE CONTRACT**

1.1. Based on the Customer's Application, the Bank shall, taking into account the requirements of the law of the Republic of Kazakhstan and the internal documents of the Bank, open for the Customer a current account (hereinafter – account), in a manner and under the terms of the Account Contract, issue a payment card (hereinafter – card), ensure maintenance of the account and the card and render any types of payment services provided by the law of the Republic of Kazakhstan in relation to the aforementioned issue and maintenance, and the Customer shall pay for the Bank services in accordance with the Bank rates in effect as of the date of the corresponding transaction, except for the cases established by the law of the Republic of Kazakhstan.

1.2. The Contract shall remain effective:

- 1) until expiry of the issued/re-issued card, in accordance with clause 2.12. of the Contract;
- 2) until termination of the card, if other additional cards have not been issued to the cardholder in accordance with the Contract;
- 3) until closure of the card account by the Bank on the grounds and in a manner provided by the law of the Republic of Kazakhstan;
- 4) until occurrence of other conditions specified in the Contract.

1.3. The Bank shall issue and maintain the card and open the account in a manner provided by the law of the Republic of Kazakhstan, the contracts between the Bank and the payment systems participants, as well as the Account Contract. At the same time, certain aspects of the account opening and maintenance, related to performance of the card transactions on that account, may be regulated by this Contract, and, in case they differ from the terms specified in the Account Contract, they shall prevail over the terms of the Account Contract.

1.4. Terms and definitions used in the text of the Contract, shall have meanings established by the law of the Republic of Kazakhstan and specified in Addendum 1 to the Contract. Other specific terms and definitions used throughout the text of the Contract, shall be used in accordance with the meaning established by the law of the Republic of Kazakhstan.

1.5. The Customer shall, within three business days, notify the Bank in writing of any changes which may affect the card transactions performed by the Bank, including the changes to its details, providing

the Bank with the original copies of the amended documents. The Bank shall implement the changes within 30 calendar days, starting from the date of receipt of the written notification of the changes resulting in replacement of the previously submitted documents.

1.6. In cases and in a manner established by the internal documents of the Bank, the Customer shall be presented with additional services according to the Bank rates, including Cashback and/or bonus, in compliance with which the Bank shall pay the Customer a certain amount in regards to the cashless card transactions performed by the Customer, including the transactions via the Internet. Terms for rendering Cashback service and/or bonuses shall be determined by the internal documents of the Bank and may be amended by the Bank unilaterally, based on the appropriate resolution by the Bank. Information on the terms of the Cashback service and/or bonuses shall be posted on the Bank website.

1.7. In cases of the subsequent return of funds on the performed card transaction previously credited to the Customer due to such transaction Cashback and/or bonus amount shall be deducted from the bank account of the Customer opened with the Bank by means of direct debiting, in a manner prescribed by the law of the Republic of Kazakhstan.

1.8. In order to protect the Customers money from the unauthorized access to the account and/or unauthorized payment, the Bank may establish the following limitations not contradicting the law of the Republic of Kazakhstan, in accordance with the internal documents of the Bank:

1.9.1. card blocking;

1.9.2. setting card limits for performing card transactions.

1.9. The Customer shall be entitled to petition the Bank in regards to the issues of changing the limitations for the debit card transaction. At the same time, the Bank shall change the limitations for the debit card transactions in a manner provided by internal documents of the Bank.

1.10. For the purpose of issue of a card, including an additional card, the Customer and (or) the Holder of an additional card, by signing the Application, grant their consent:

1) to gathering and processing of the data/personal data of the Customer under the form of the Statement of Consent for gathering and processing of the personal data and other data published on the official website of the Bank at forte.kz, and confirm that they have read, understood and accept its content and agree to the procedure of introducing amendments and (or) additions specified therein.

2) for the representative(s) of an organization transferring payments to the payment cards to further transfer such payment cards and/or PIN-envelopes to the card holder\*.

\* This condition is applicable only to the private individuals to whom the cards will be issued within the framework of a payroll project, and only in the event of transfer of the cards/PIN-envelopes via the representatives of the organization.

1.11. The customer, prior to performance of the transfer of money using the payment card in favor of the third party has been informed of:

1) the possible risks related to the fraudulent actions of the third parties;

2) unacceptability of a transfer of money under the influence (at the request) of the third parties, including the employees of the public authorities and banks;

3) availability of cancellation of the transaction and of a refund at the initiative of (according to the decision by) the beneficiary, or as per a court judgement.

## **2. ISSUE AND RE-ISSUE OF THE CARD**

2.1. The Bank shall issue the card within the time limit established by the Bank, provided the Bank has made a positive decision on the issue of the card and the Customer has filed an Application in a standard format established by the Bank and the required documents specified by the law of the Republic of Kazakhstan and the internal documents of the Bank. The Bank shall notify the Customer of the card being prepared for issue by means of a phone call and/or SMS-message to any mobile phone number specified by the Customer in the Application, and/or Push-notification in RBSS and/or message via e-mail specified by the Customer in the Application. A call or a message may be made or sent on any day (including weekends and holidays) from 9 a.m. to 6 p.m., Astana time.

2.2. Issue/re-issue of the card may be made via the remote access systems in a manner established by the Bank.

2.3. Based on the Customer's Application, the Bank may issue additional card(s) in the quantity established by the Bank, in the name of the persons specified in the Customer's Application, except for the cases where such issue is not provided by the Bank or not allowed by the law. All card transactions performed using the additional card, shall be considered as performed by the Customer. Holder of an additional card is jointly liable to the Bank for complying with the requirements under the Contract. The

Bank shall maintain a list of persons who have received the additional cards under the Contract, in a manner established by the Bank.

2.4. Issue of a card with an active status allowing performance of a card transaction using only the account and/or card details before or without physical issue of the card shall be possible upon conclusion of a Contract according to the established procedure, if the card is virtual or when the Holder is a RBSS user.

2.5. Card issue to an underage person (whether primary or additional card) shall be performed in compliance with the requirements of the law of the Republic of Kazakhstan and the internal documents of the Bank.

2.6. The Bank shall issue the card:

- 1) directly to the cardholder,
- 2) to a person authorized to represent the interests of the cardholder acting on the basis of a power of attorney issued by the cardholder, in a manner prescribed by the law of the Republic of Kazakhstan and on other grounds provided by the law of the Republic of Kazakhstan.

2.7. When receiving the card in person, a person specified in the clause 2.6. of the Contract shall sign the document of the Bank certifying receipt of the card, or shall confirm the card acceptance by means of a one-use (one-time) SMS-code (dynamic identification). The cardholder shall also sign with a ball pen on a special panel for a specimen signature on the reverse side of the card.

In case of issue of a card with a status allowing for performance of the card transactions before or without the physical issue of the card, the Bank shall provide the Holder with the information on its details according to the procedure established in the Addendum 6 to the Contract.

2.8. After the issue of card in person to the person specified in the clause 2.6. of the Contract, a sealed PIN-envelope containing a PIN-code shall be handed over in person. The card issue may be performed using E-PIN technology which involves independent setting of the PIN-code by the Customer for his/her card at ATM of the Bank. In case of the issue of a card via RBSS, a cardholder may set/change PIN-code in RBSS after confirmation of a one-use (one-time) SMS-code received from the Bank to his/her mobile phone. Independently set PIN-code should be remembered. The cardholder shall be obligated to safeguard the card, to not hand it over to the third persons and to not disclose to the third parties his/her PIN-code, 3D Secure/SecureCode/CVV2/CVC2-code, Verified by Visa / MasterCard Secure Code and transaction codes throughout the entire period of using the card. The card presented by an unauthorized person shall be seized in a prescribed manner.

2.9. After the physical receipt of the card, the cardholder must activate the card by entering PIN-code at an ATM or in the mobile app of the Bank or via the voice menu by using a mobile phone to call the number 7575. The card shall be activated by the cardholder in person, which shall get the card into operating condition to be used in transactions.

2.10. In case of the persons specified in the clause 2.5. of the Contract fail to appear at the Bank in order to receive the card within more than 6 (six) consecutive months from the date of receipt of the appropriate notification serving as grounds for the card issue, the Bank shall make the card null and void. The card shall not be handed over to the third parties for use.

2.11. Re-issue of the card shall be performed on the grounds of the written application from the Customer or by sending the application via RBSS/other remote access systems in case of expiration/loss/theft/damage of the card, change of the last name and/or name of the cardholder, in case of the card use in the countries with a high card fraud risk and in other cases, at the Bank's or the Customer's discretion. Re-issue of the card shall be performed in accordance with the current rates and terms of the Contract as of the day of re-issue. The list of countries with a high card fraud risk is posted and updated for unilateral notification on the Bank website.

2.12. After the use of the card in the countries with a high card fraud risk, the Customer shall, within 7 (seven) days from the day of discontinuation of use of the card in such countries, address the Bank in order to re-issue the card. In case of failure to comply with this requirement and in case of resulting unauthorized use of the card, all expenses incurred by the Bank, as well as damage caused to the Bank, shall be unconditionally compensated by the cardholder. Additionally, the damage caused to the Customer due to failure to comply with the said requirement shall not be compensated by the Bank.

2.13. The card shall display a month and a year of expiry of its period of validity. The card shall remain valid from the date of activation thereof as prescribed by the Contract and up to and including the lapse of the last day of the specified month. No card transaction shall be performed for the expired cards. All expired cards shall be blocked and submitted to the Bank. The Bank shall notify the Customer of expiration of the card within the time period established by the law of the Republic of Kazakhstan. The

notification may be performed via a phone call and/or SMS-message to any mobile phone number specified by the Customer in the Application, and/or by PUSH-notification in RBSS, or via a letter to an e-mail specified by the Customer in the Application. A call or a letter may be made or sent on any day (including weekends and holidays) from 9 a.m. to 6 p.m., Astana time.

2.14. In case of refusal to use the card, the cardholder shall submit to the Bank the appropriate written application and return the card to the Bank in case of receipt of a physical plastic card, including all the additional cards.

2.15. Non-personalized card issue shall be performed in accordance with the Bank rates on the day of receipt of the Customer's application to that effect. Details of the non-personalized card issue and maintenance shall be specified in the Addendum 3 to the Contract.

2.15. Details of the virtual card issue and maintenance shall be specified in the Addendum 6 to the Contract. The parts not regulated by the Addendum 6 to the Contract shall be subject to the provisions of the Contract.

### **3. CARD TRANSACTIONS PROCEDURE**

3.1. The Bank shall ensure maintenance of the card, continuous functioning of the systems and electronic devices which the Bank directly controls, and shall implement all reasonable measures in order to restore maintenance in case of its suspension due to reasons outside the Bank's control. By means of SMS-notification to any mobile phone number specified by the Customer in the Application, and/or by PUSH-notification in RBSS, the Bank shall notify the Customer of the card transactions after conclusion of the card transaction, charging a fee for such notification (or not charging a fee) in a manner specified in the Contract and in accordance with the Bank rates. The notification may be sent on any day (including weekends and holidays), at any time.

3.2. By acceding to the Contract, the Customer recognized that the receipt by the Bank of the documents/instructions sent by the Customer via RBSS/other remote access systems, is legally equivalent to the receipt of documents on paper medium duly executed in compliance with the requirements of the law of the Republic of Kazakhstan. At the same time, the Customer shall be fully liable for the contents of such documents/instructions sent via RBSS/other remote access systems to be enacted.

3.3. If a card transaction is performed in one currency, and accounting is performed in another currency, the funds withdrawal from the account shall be performed after conversion of the card transaction currency into the account currency. The card transaction currency conversion into the account currency shall be performed in accordance with the contract executed between the payment systems participants. In case of performance of a card transaction in a currency that differs from the account currency, the Bank shall make the account entry using the foreign currency exchange rate established by the bank as of the date of such transaction.

3.4. If a card transaction is performed outside the Republic of Kazakhstan, the card transaction shall be performed in accordance with IPS rules. The amount of the card transaction performed using IPS in a currency other than USD/EUR, shall be converted into USD/EUR according to the exchange rate established by IPS as of the date of settlement with the Bank in regards to that card transaction, or in other manner established by IPS.

3.5. The Bank shall be entitled to block the authorization amount for the card transaction on the Customer's account until receiving the confirmation documents regarding the performed card transaction, for the period established by the appropriate IPS, until its withdrawal from the account or until the Bank receives a confirmation of the fact that the payment in the authorization amount has not been performed. At the same time, the amounts blocked on the account may be withdrawn by the Bank, among other things, after the Bank receives the card blocking application.

3.6. The Bank shall be entitled to refuse to the Customer authorization of the card transaction on the account in a manner and on the grounds established by the law of the Republic of Kazakhstan.

3.7. The card shall not be used for any illegal purposes, including, but not limited to, performance of cashless payments for goods and/or services prohibited by the local government (legislation of the country of stay), which may be applicable to the cardholder.

3.8. The exchange card transactions shall be performed in compliance with the requirements established by the currency exchange legislation of the Republic of Kazakhstan regarding performance of the exchange transactions.

3.9. The card transactions within the Republic of Kazakhstan shall be performed only in national currency of the Republic of Kazakhstan, except for the cases specified by the currency exchange legislation of the Republic of Kazakhstan.

3.10. The Customer shall unconditionally settle accounts on all card transactions confirmed by, including, but not limited to: entering the correct PIN-code (in cases when entering PIN-code is required for performance of a card transaction), CVV2/CVC2-code, Verified by Visa / MasterCard Secure Code and/or the cardholder's signature, which may be performed, among other things, by means of using the card via the contactless technology, in compliance with the terms of the Contract, and/or confirmed by entering the correct 3D Secure/SecureCode, and/or performed by submitting the card details when performing card transaction by using the Internet, provided there has been no card blocking performed prior to such transaction based on a card blocking application or a card termination application.

3.11. Effect of the following adverse factors on the card should not be allowed: electromagnetic fields (being near displays, magnetized objects or objects containing magnets, for example, keys, magnet locks on purses, etc.), mechanical damage (scratches, dirt, overheating, for example, by sunrays, etc.), which may damage recording on the magnet strip and/or microchip of the card and lead to inability to perform card transactions. The card should be kept in a way protecting it from the external influence and moderate force should be applied while handling it.

3.12. In cases where the cardholder performs a purchase via a merchant, the cardholder shall, in prescribed cases, provide an identifying document. Payment for goods and services via the global web of the Internet shall be performed under terms and in a manner adopted at the respective online shop accepting card payments.

3.13. When performing transactions withdrawing cash at ATMs, the cardholder should check if the ATM provides service for the cards of VISA/MasterCard payment systems by examining the logos placed on the ATM. The card should be inserted into ATM receptacle face up; furthermore, the instructions on the ATM display should be carefully observed to avoid any errors. ATM display should provide the sequence of actions required to perform the transactions. In case of any emergencies, the cardholder should immediately contact the employees of the Bank or a company which maintains the ATM, using the phone number specified on the ATM and/or the numbers specified on the reverse side of the card.

3.14. When withdrawing cash, removing bills from an ATM should not be delayed by more than 20 seconds, at the lapse of which, for safety reasons, an ATM shall consider the bills to be forgotten and shall withhold them. If case of an ATM withholding the cash, the Customer should contact the Bank by means of a written application in a manner established by the Bank.

3.15. In case of any objections regarding a performed card transaction, the cardholder shall be entitled to address the Bank by means of a written application, and the Bank shall, in case of acceptance of an application concerning an unauthorized payment or another complaint, petition IPS on behalf of the cardholder, submitting the appropriate documents (till slips, receipts, etc.). The cardholder's claims regarding the performed card transaction, including any other instances of the Customer addressing the Bank, shall be considered by the Bank within the time period established by the law of the Republic of Kazakhstan. In case of justifiability of the cardholder's claim, the Bank may, on the grounds of an investigation performed within a time period specified by IPS, cancel the respective card transaction, provided such cancellation is possible.

3.16. In case of justifiability of application regarding an unauthorized payment or other complaint of the cardholder, the Bank shall refund the card transaction amount and compensate to the Customer other documented damages within 10 (ten) business days from the date of conclusion of consideration of the claim.

3.17. The Bank shall consider the Customer's application in case of any disputes arising from or in connection with the card, within a time period of 30 (thirty) calendar days from the date of acceptance of the Customer's application in case of transactions performed within the Republic of Kazakhstan, and within 45 (forty-five) calendar days in case of the card use outside the Republic of Kazakhstan.

3.18. Claims regarding the disputed card transactions shall be accepted by the Bank no later than 45 (forty-five) calendar days from the date of performance of the card transaction, accompanied by the confirming documents (till slips, receipts, etc.), if available, attached by the cardholder. Otherwise, the performed card transaction shall be considered as confirmed and the claims may be declined by the Bank.

3.19. Details of performance of the multi-currency card transactions are specified in Addendum 4 to the Contract.

#### **4. BLOCKING AND UNBLOCKING THE CARD**

4.1. Card blocking shall be performed on the grounds provided by the law of the Republic of Kazakhstan, as well as the Contract.

4.2. The Bank shall be entitled to block the card and/or establish limitations on the cardholder's access to RBSS in the following cases, in addition to the cases provided by the law of the Republic of Kazakhstan:

- 1) existence of circumstances which may lead to performance of unauthorized payments or loss for the cardholder;
- 2) the Customer's failure to repay overdraft facility and any other debt under any obligation to the Bank, from the moment of occurrence of such debt until the complete repayment of the outstanding amount, the Customer's failure to perform or improper performance of any other obligation to the Bank;
- 3) the cardholder using invalid PIN-code more than 3 (three) times in a row when performing a card transaction;
- 4) based on the decisions/rulings of the public authorities and/or official regarding suspension of the debit transactions on the Account or seizure of funds placed on the Account;
- 5) existence of any suspicions that the funds held on the Customer's bank account (as a whole or in part) are the result of fraud or other illegal actions and in other cases, where any unlawful actions may be performed against the Customer, the Bank or other customers of the Bank, for the purpose of preventing said actions and the consequences thereof and mitigation of the potential losses of the Customer, the Bank or other customers of the Bank, for the period at the Bank's sole discretion.

4.3. The cardholder shall ensure the Bank's ability to promptly contact the cardholder in order to clarify the degree of legitimacy (validity) of a given card transaction (participation or non-participation of the cardholder in such transactions).

4.4. In order to prevent the unsanctioned card use risk in the event of loss/theft/or other unauthorized use, including the case of the justified objection to issue of an additional card after receipt of SMS-message and/or PUSH-notification from the Bank informing of such issue, the cardholder shall immediately inform the Bank of discovery of such facts and block the card/additional card by independently blocking the card via RBSS or by promptly contacting the Bank by means of a written application filed with any branch of the Bank or by addressing the Bank verbally. Provided the identification data are submitted correctly, the blocking notification shall be considered as originating with the cardholder, and the claims related to the consequences of blocking of the card by the Bank shall not be accepted. After the cardholder performs the obligations specified in this clause of the Contract, the Bank shall block the card and cease using the card within 20 minutes, and shall also implement measures identifying sanctioned/unsanctioned payments in a manner established by the Bank, including, but not limited to, by conducting complaint management and requesting the copies of documents from the Acquirer-Bank regarding the performed transactions, in compliance with IPS rules.

4.5. Blocking of the lost/stolen card shall be performed with or without entering of the card details into the appropriate stop-list upon the cardholder's instructions. At the same time, in case of blocking of a lost/stolen card without entering the card details into the stop-list, there is a risk of unauthorized use of the lost/stolen card via any device of the acquirer providing services for the cards, in any region of the world, except for the Bank devices. In case of blocking of the lost/stolen card with entering the card details into the stop-list applicable to the devices of the acquirers in a certain region only, there is a risk of unauthorized use of the lost/stolen card at any acquirer device in any other region of the world, except for the Bank devices and the acquirer device in the region subject to the stop-list. The cardholder shall bear all the risks related to the loss of the card or unauthorized use of the card in case of failure to notify/untimely notification of the Bank of the card loss or unauthorized use of the card.

4.6. In case of discovery of the card previously claimed to be lost, the cardholder should immediately inform the Bank of that fact, and afterwards return the card to the Bank, if the Bank has issued a new card to replace it and/or if unblocking is prohibited by the Contract.

4.7. Herewith the Customer unconditionally agrees that recording of conversations of the cardholder with the Bank employees over the phone performed by the Bank using a recording device, shall constitute sufficient evidence of the contents of a verbal notification received from the cardholder.

4.8. Unblocking of the card on the stop-list and previously claimed by the cardholder to be lost/stolen/used without authorization shall not be allowed.

4.9. Unblocking of the card shall be performed in the following circumstances: if the further use of the blocked card is safe for the cardholder (for example, if previously lost card was reclaimed); upon expiration of limitation on the management of funds of the account, in compliance with the law of the Republic of Kazakhstan and on other legal grounds.

4.10. The Bank shall seize the card in the following cases:

- 1) upon expiry of the card;
- 2) if the Customer fails to perform obligations under the Contract;
- 3) if the cardholder refuses to use the card;
- 4) in case of termination of the Contract with the Customer;
- 5) upon request from IPS;
- 6) if the persons presenting the card is not the cardholder;

4.11. In case of seizure of the card, an appropriate act/other documents confirming the fact of seizure shall be executed.

4.12. The Bank shall return the seized card directly to the cardholder upon the appropriate resolution made by the participant of IPS which has seized the card, or by the Bank (in case of delivery of the seized card to the Bank), on the grounds of the written application from the cardholder, accompanied by the identifying document.

## **5. SETTLEMENT PROCEDURE UNDER THE CONTRACT**

5.1. Payment for the Bank services under the Contract and payment of other amounts due and payable under the Contract, shall be performed by means of withdrawal of funds from the Customer's bank account opened with the Bank, in a manner not prohibited by the law of the Republic of Kazakhstan, on the grounds of the preliminary consent of the Customer based on the accession to the Contract to withdrawal of funds from his/her current account(s), as well as from any other bank accounts of the Customer, or by depositing cash via the Bank cash desks.

5.2. In case of occurrence of the overdraft facility, the Customer shall, within 10 (ten) calendar days from the date of such occurrence, repay the amount of that overdraft facility. Repayment of the occurred overdraft facility shall be performed by way of direct debiting of the Customer's bank account, according to the procedure established by the Contract and the Republic of Kazakhstan law. If the Customer's bank account lacks funds/has insufficient funds, the Customer shall ensure, within the specified period, availability of the amount required to repay the occurred overdraft facility on that bank account. The Customer shall control the spending of funds using the card and shall disallow occurrence of the overdraft facility.

5.3. The procedure of repayment of the lending limit received by the Customer to the Bank shall be regulated by the respective loan agreement.

## **6. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

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

- 1) suspend and/or refuse to perform transactions on the Customer's account in the following cases:
  - 1.1. if one party (parties) of such transaction/deal or an obligation under such transaction is:
    - 2) an entity or a person on the lists of organizations and persons compiled by an appropriate authority in compliance with the Republic of Kazakhstan Law On Combating Legalization (Laundering) of Profits Obtained by Illegal Means and the Financing of Terrorism (hereinafter the Lists);
    - 3) a legal entity which is directly or indirectly owned or controlled by an entity or a person on the Lists, by a private individual or a legal entity acting on behalf or as directed by an entity or a person on the Lists;
    - 4) a person registered/located in a country with a significant risk of money laundering and financing of terrorism identified by an international organization or a foreign state, or if such a person participates in performance of the transaction/deal;
  - 1.2. if, during examination of the transactions performed by the Customer, there are suspicions that such transactions are performed for the purpose of legalization (laundering) of profits obtained by illegal means, or for the financing of terrorism and financing of proliferation of weapons of mass destruction.
- 2) Unilaterally and out of court refuse to perform, close the Account and terminate the Contract according to the procedure and in cases provided for by the law of the Republic of Kazakhstan, as well as:
  - a) in case of closure of the Customer's bank account on the grounds and in a manner provided by the Contract and/or Account Contract, as well as by the law of the Republic of Kazakhstan;

- b) upon the Customer's application for termination of the Contract, filed in compliance with the Contract, and provided there are no circumstances preventing the termination of the Contract in compliance with the contracts between the Bank and the participants of the payment systems, including the Account Contract, and with the law of the Republic of Kazakhstan;
  - c) in case of termination of all cards issued under the Contract due to termination of the Contract and/or closure of the bank account on the grounds and in a manner provided by this Contract and/or Account Contract, as well as the law of the Republic of Kazakhstan;
  - d) in case of existence of any information on the Customer in the Lists;
  - e) if one of the parties/participants of a transaction/deal or obligation under a deal is an entity on the Lists/ an entity registered/located in a country with a significant risk of money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction, identified by an international organization or a foreign state, or if such entity participates in performance of the transaction/deal;
  - f) if, during examination of the transactions performed by the Customer, there are suspicions that such transactions are performed for the purpose of legalization (laundering) of profits obtained by illegal means, or for the financing of terrorism and financing of proliferation of weapons of mass destruction;
  - g) in case of the Customer's refusal to provide the documents and information required for performance of a proper check (due diligence) of the Customer, as well as refusal to consent to gathering, processing and transfer of data/personal data of the Customer to USA Internal Revenue Service, in compliance with FATCA requirements, including by means of the appropriate public authorities of the Republic of Kazakhstan, except for the cases where such closure is not allowed, in compliance with the requirements of the law of the Republic of Kazakhstan;
  - h) in case of absence of funds on the Customer's Account for more than one calendar year;
  - i) in case of absence of turnover on the Customer's Account for more than a year, except as otherwise provided by the law of RK; in case of absence of funds on the Customer's Account for more than one year, the Bank shall close the Account upon expiry of such period without personal notification of the Customer;
  - j) refuse to close the Account in case of any outstanding claims against the Account, except as otherwise provided by the law of the Republic of Kazakhstan;
  - k) take any actions and perform any measures not prohibited by the law of the Republic of Kazakhstan intended for obtaining, examination/re-examination of any type of data provided to the Bank for performance of the bank transactions, for the purpose of the Bank's compliance with the law of the Republic of Kazakhstan On Combating Legalization (Laundering) of Profits Obtained by Illegal Means and the Financing of Terrorism;
  - l) if the Bank believes that there is or might be any failure to comply with the requirements of the law of the Republic of Kazakhstan and the foreign states impacting the operations of the Bank, with the internal procedures and terms of the Bank which are public, and those of a correspondent bank, as well as in case of existence of any sanctions in accordance with the jurisdiction of any country or international organization applicable to the Bank and the Customer (including, but not limited to, the ones related to the type of transaction, to a country of registration and (or) location of the Customer, as well as to the payments made to or from such countries);
  - m) in other cases which may be used to commit any unlawful acts against the Bank or its clients, involving any damage to their interests.
- 3) involve the cardholder in prize drawing and campaigns of promotional and informational nature. In this regard, the cardholder herewith consents to the Bank or the third parties publishing information related to the cardholder, specifying his/her last name, name, patronymic and the prize amount via the mass media, promotional and informational materials, as well as to other events directly or indirectly related to the promotional or informational activities of the Bank;
- 4) according to the rules of IPS, refuse to consider applications related to disputes, except for transactions performed within the acquiring network of the Bank.
- 5) unilaterally and out of court refuse to establish the new and continue the current business relationships with the Customer, perform any transactions of the Customer and transactions performed in relation to the Customer, if the Bank believes that that there is or could be a violation of the requirements of the Contract, law of the Republic of Kazakhstan and the foreign states applicable to the



Bank operations, internal procedures and conditions of the Bank which are public, or that of the correspondent bank, as well as in case of existence of any sanctions in compliance with jurisdiction of any country or international organization applying to the Bank and the Customer.

6) suspend or cease the use of the Premier package card by the customer if the customer was excluded from the Premier-banking segment;

7) request any documents and information from the Customer, necessary for performance of the account(s) transactions by the Bank, for the Bank complying with the requirements of the law of the Republic of Kazakhstan on Combating Legalization (Laundering) of Profits Obtained by Illegal Means and Financing of Terrorism, as well as for gathering, processing and transfer of data/personal data of the Customer to USA Internal Revenue Service, in compliance with the requirements of the Foreign Account Tax Compliance Act (hereinafter – FATCA), including by means of the appropriate public authorities of the Republic of Kazakhstan.

8) The Bank shall be entitled to suspend for the period at its own discretion all debit transactions on the Customer's bank account (in their entirety or in part) and to limit (block) access to RBSS in the event of any suspicions that the funds held on the Customer's bank account are the result of fraud or other illegal actions and in other cases, where any unlawful actions may be performed against the Customer, the Bank or other customers of the Bank, and also to implement other restricting measures aimed at preventing said actions and the consequences thereof and mitigation of the potential losses of the Customer, the Bank or other customers of the Bank.

9) The Bank shall be entitled to unilaterally introduce amendments/additions to the Contract, including the tariffs for the services rendered under the Contract, by notifying the Customer of that fact 10 (ten) calendar days prior to their entry into force by means of publishing such changes (including the new version) at the customer service areas of the Bank branches and/or on the official Bank website at forte.kz, except for the cases where the unilateral change is prohibited by the Republic of Kazakhstan law.

Upon expiry of 10 (ten) calendar days from the date of publishing of the information on the amendments/additions to the Contract, including the tariffs for the services rendered under the Contract according to the procedure specified in this paragraph, such amendments/additions shall come into force;

10) introduce amendments/additions to the Contract, including the tariffs for the services rendered under the Contract, which cannot be unilaterally introduced according to the Republic of Kazakhstan law, by notifying the Customer of that fact 10 (ten) calendar days prior to such amendments coming into force, by means of publishing such amendments/additions (including the new version) at the customer service areas of the Bank branches and/or on the official Bank website at forte.kz, on the grounds of the Customer's declaration of intent expressed by silence.

The Customer's failure to provide a written statement on non-acceptance of the amendments/additions to the Contract, including the tariffs for the services rendered under the Contract, within 10 (ten) calendar days from the date of the Bank's publishing of the message regarding the amendments/additions made in accordance with this paragraph, shall constitute the Customer's declared intent and shall mean the Customer's consent to such amendments/additions;

10-1) if the transfer currency specified in a payment document does not match the currency of the Customer's bank account, credit funds to the Customer's account in the currency of the bank account of the Customer by converting currency using the market currency exchange rate established by the Bank as of the date of the payment, to which the Customer consents by signing this Contract.

10-2) The Bank shall be entitled to limit the number of cards issued/re-issued to one Customer (Holder).

11) exercise other rights provided by the law of the Republic of Kazakhstan and the Contract.

## **6.2. The Customer shall be entitled to:**

1) at his/her own discretion manage funds placed on the account, in compliance with the requirements and limitations established by the Contract and the law of the Republic of Kazakhstan;

2) address the Bank with a written application for closure of the card/termination of the Contract delivered by hand and/or by using a single-use (one-time) SMS-code (dynamic identification) confirming the card closure/termination of the Contract, sent by the Bank to the mobile phone number specified by the Customer in the Application within 30 (thirty) calendar days prior to the planned date

of closure/termination, provided there are no circumstances preventing such closure of the card/termination of the Contract according to the contracts between the Bank and the payment systems participants, the Contract, including the Account Contract, and the law of the Republic of Kazakhstan.

3) exercise other rights provided by the law of the Republic of Kazakhstan and the Contract.

**6.3. The Bank shall be obligated to:**

- 1) provide, upon written request from the Customer or the Customer's authorized representative, a monthly account statement (concerning payments and transactions performed using the card) by the operating Bank branch, which, upon the Customer's written approval, shall be handed over in person during attendance of the branch. If the Bank receives no written claims regarding the statement within five business days from the date of its acceptance, the information contained therein shall be considered as confirmed to be true and correct.
- 2) perform or reasonably refuse to perform the account transactions upon receiving instructions from the Customer, on the grounds and within a time period provided by the law of the Republic of Kazakhstan;
- 3) upon the Customer's request, provide information on the payment services rendered.

**6.4. The Customer shall be obligated to:**

- 1) perform payments under the Contract according to the procedure specified herein;
- 2) when using the card, comply with the rules for performance of payments/transfers and execution of the payment documents, performance of the exchange transactions, as well as with other requirements established by the Contract and the law of the Republic of Kazakhstan;
- 3) regularly conduct monitoring of the introduced amendments to the Contract and the Bank rates by viewing them on the Bank website;
- 4) before leaving the Republic of Kazakhstan, get acquainted with the list of countries with the heightened risk of card fraud on the Bank website; in case of the necessity to remove/change the card spending limits use RBSS or contact the Bank via phone or a written application, and in case of a long-term departure submit to the Bank the required information (period of stay, country of stay) and a contact phone number necessary to maintain communication between the Bank and the Customer;
- 5) after visiting any country with a heightened risk of card fraud, within 7 (seven) calendar days from the date of entering the Republic of Kazakhstan, address the Bank in order to block and re-issue/replace the primary/additional card, in accordance with the Bank rates. In case of failure to comply with this requirement and in case of occurrence of any fraudulent transactions with that card, all the losses incurred by the Bank shall be compensated by the cardholder on an unconditional basis and within the time period specified in a written claim sent by the Bank to the cardholder;
- 6) in case of erroneous crediting of funds to the Customer's account or erroneous receipt of funds while using the card at an ATM exceeding the funds requested by the cardholder and recorded in the ATM check voucher (regardless of the reason for such erroneous crediting/receipt), the Customer shall return the funds to the Bank within 3 business days from the date of receipt of a bank account statement, or from the date of the Bank forwarding the appropriate notification of return of such erroneously credited/received funds;
- 7) not use the account to perform transactions related to the entrepreneurial activity, practice of law, notary public practice, private court bailiff activity and professional mediator activity conducted by the Customer, and exclude instances of transfer to the account of funds obtained by illegal means from the third parties;
- 8) in case of any changes to the Customer's personal data (last name, name, information in the identifying document, address of registration and address of residence, phone numbers, e-mail, other personal data previously submitted to the Bank), personally address the Bank providing all the documents confirming the change of the last name, name, information in the identifying document, registration address and address of residence, within 3 (three) business days from the date of implementation of such changes, but in any case before performance of the first (counting from the date of the changes) transaction;
- 9) register in RBSS according to the procedure and terms published on the Bank website at: [forte.kz](http://forte.kz); immediately inform the Bank of changing the mobile phone number or e-mail used to receive SMS-notification service;
- 10) maintain in confidence and disallow disclosure to the third parties of the payment card details, PIN-code, login, password and one-time (one-off) codes, including additional forms of Customer

identification available in the mobile app and one-time password provided in form of SMS-notice upon creation of a Token. In case of their disclosure to the third parties, including the case of the Customer failing to implement the measures sufficient for maintaining them in confidence, the Customer shall bear all the resulting consequences and risks independently without the right of reimbursement of any losses by the Bank;

11) submit to the Bank any documents required for opening of the bank account, performance of the bank account transactions, receipt of information on the bank account status, as well as the documents requested by the Bank for the purpose of performing exchange control, complying with the requirements of the law of the Republic of Kazakhstan On Combating Legalization (Laundering) of Profits Obtained by Illegal Means and Financing of Terrorism, as well as gathering, processing and transfer of data/personal data of the Customer to USA Internal Revenue Service, in compliance with FATCA requirements, including by means of the appropriate public authorities of the Republic of Kazakhstan. In case of any changes to the information submitted to the Bank during account opening in compliance with FATCA (including information on the fact that the Customer is not a citizen and taxpayer of USA, has not entered USA within the year, has no residence permit, postal address or telephone number registered in USA and has not granted any powers of attorney authorizing any individual residing in USA to perform transaction), the Customer shall independently inform the Bank;

12) demand from a merchant refund of the price of purchase performed via the Internet and paid for using the virtual card, in case of rejection of the purchase, in a cashless form, by crediting funds to the account (refunds in cash are not allowed);

13) if, at any moment throughout the period of validity of the Contract, it becomes aware of imposition/impact of any Sanctions in accordance with the paragraph above, promptly notify the Bank of that fact, no later than within 5 (five) calendar days from the day it became aware or should have become aware of that fact. In case of imposition/impact of any Sanctions, as well as in case of violation of the Customer's obligation to notify the Bank of such imposition/impact of Sanctions, the Bank shall be entitled to terminate the business relations with the Customer, to suspend or to refuse to perform any transaction according to the procedure stipulated herein.

14) make no instructions and perform no transactions intended to evade the Sanctions. Should any instructions or transactions within the framework of this Contract, at the Bank's discretion, be aimed at evading the Sanctions, the Bank shall be entitled to refuse to follow/perform such instructions/transactions without any adverse consequences for itself. The Sanctions evasion means, among other things, creation of intermediary structures intended for delivery of the banned products, making payments or receiving financing in violation of the Sanctions, etc.

15) perform other obligations provided by the law of the Republic of Kazakhstan.

## **7. LIABILITY OF THE PARTIES**

7.1. The Parties of the Contract shall be liable in compliance with the requirements of the Contract, and in cases not regulated thereby – in compliance with the statutory regulations of the Republic of Kazakhstan.

7.2. The Parties shall be exempt from liability for partial or complete failure to perform their obligations resulting from force majeure occurring after accession to the Contract due to the unforeseeable and unavoidable emergency circumstances, such as: war and military action, natural and other disasters occurring in the regions officially recognized as such, actions by the legislative and/or executive authorities of the Republic of Kazakhstan or the National Bank of the Republic of Kazakhstan prohibiting or limiting the activities directly related to the subject of the Contract, due to which it may become impossible to perform obligations under the Contract in a timely manner, unavailability, malfunction and errors in performance of RBSS/other remote access systems, damage to the communication lines ensuring operation of RBSS/other remote access systems and other circumstances outside of the Parties' control.

7.3. The Bank shall compensate to the Customer any losses related to the unauthorized payments performed after the Bank had received, accordance with the notification terms of the Contract, a notification from the Customer to that effect or informing of the loss/theft of the card, in the amount not exceeding the amount of the unauthorized card transaction, factoring in the Bank fee for performance of the card transaction, by returning it to the Customer in a manner allowed by the law of the Republic of Kazakhstan, except for the cases specified by the Contract.

7.4. The Bank shall be liable for the payments performed using the card not detailing its period of validity, provided such payment has been performed before the start of its period of validity or after its expiration.

7.5. The Bank shall be liable for disclosure of a bank secret, except for the cases specified by the Contract and the law of the Republic of Kazakhstan.

7.6. The Bank shall not be liable for:

- 1) actions and/or inaction of the third parties preventing the Bank from complying with the terms of the Contract, provided the Bank has made all required efforts to comply with the terms of the Contract;
- 2) refusal of the third party to provide services for the card, including absence of ability to perform transactions using a Token;
- 3) quality of goods, works and services purchased using the card;
- 4) limits, restrictions and/or additional interest related to the card, established by the third parties, which may affect the Customer's interests;
- 5) resolution of any disputes and disagreements between the Customer and the holder of an additional card;
- 6) consequences of the cardholder's untimely appeal to the Bank with the request to block the card;
- 7) technical malfunctions of the Internet and other consequences arising due to receiving services using the card;
- 8) losses incurred by the Customer due to suspension of the account transactions in compliance with the terms of the Contract;
- 9) damage caused to the card during its use at AMT and other electronic and mechanical devices;
- 10) consequences of the unauthorized use of the lost/stolen card due to blocking of the lost/stolen card upon the cardholder's instructions without entering the card details into the stop-list or with entering the card details into the stop-list applicable only to the acquirer devices within a certain region of the world;
- 11) consequences of the unauthorized use of the card (its details) when performing payment for goods and/or services via the Internet, or by postal and/or telephone orders;
- 12) consequences of the unauthorized use of the card arising due to the Customer cancelling/changing the card (details) spending limit established by the Bank, including due to turning off verification using CVV2/CVC2-code, Verified by Visa/MasterCard Secure Code and opening access for transactions using magnetic strip;
- 13) consequences of the Customer independently changing the card transactions limit established by the Bank by means of a phone call, mobile and Internet-banking;
- 14) consequences of the unauthorized transactions using the Bank cards performed using PIN-code, CVV2/CVC2-code, Verified by Visa/MasterCard SecureCode with verification of correct keying of 3D Secure/SecureCode, including recurrent payments and/or transfers;
- 15) any damage occurring due to the unsanctioned use of the payment card details, logins, passwords and/or one-use (one-time) SMS-code and other means of Customer verification by the third parties, if such use became possible through no fault of the Bank;
- 16) if the information related to the Customer's receipt of the electronic banking services became known to the third parties during the receiving of services by the Customer as the result of such third parties' access to the information during the transfer thereof via the communication channels outside the Bank;
- 17) absence of ability to perform transactions using a Token;
- 18) any damage/losses incurred by the Customer due to loss, theft of or damage to the Mobile device, including a card tokenized on the mobile device.

7.7. The Customer shall be liable for:

- 1) consequences of the cardholder's untimely appeal to the Bank with the request to block the card - to the full extent of the losses incurred by the Bank;
- 2) unauthorized card transaction – in the amount of the unauthorized card transaction, taking into account the Bank service fee, in case if action/inaction of the cardholder has caused performance of that unauthorized card transaction;
- 3) breach of the terms of the Contract by the holder of an additional card;
- 4) breach of monetary obligations to the Bank under the Contract in the form of a penal charge in the amount of 0,01 (zero point zero one) % of the amount of the breached obligation, per each day of the delay, unless otherwise specified by the Bank rates;

- 5) consequences of the Customer independently changing the card transactions limit established by the Bank by means of a phone call, mobile and Internet-banking;
- 6) consequences of the unauthorized use of the card arising due to the Customer cancelling/changing the card (details) spending limit established by the Bank, including due to turning off verification using CVV2/CVC2-code, Verified by Visa/MasterCard Secure Code and opening access for transactions using magnetic strip;
- 7) consequences of the unauthorized transactions using the Bank cards performed using PIN-code, CVV2/CVC2-code, Verified by Visa/MasterCard SecureCode with verification of correct keying of 3D Secure/SecureCode, including recurrent payments and/or transfers;
- 8) all transactions performed on the account via RBSS or other remote access systems using the details of the payment cards, logins, passwords and/or one-time (one-off) codes;
- 9) maintaining confidentiality of the means of identification;
- 10) use of a card, login, password and other means of identification tokenized on a mobile device by the third parties for the purpose of logging in to and accessing the payment service.

7.8. By accession to this Contract, the Customer accepts all risks and consequences, arising from the limitations and prohibitions established by the law of the foreign states and sanctions under the jurisdiction of any county or international organization, applicable to the Customer and his/her transactions (including, but not limited to, the ones related to the type of transaction, the country of registration and (or) location of the Customer). The Bank shall not be liable for such risks and consequences.

7.9. In case of unilateral termination of the Contract, the Bank shall, within 15 (fifteen) calendar days prior to the planned date of the termination of the Contract, notify the Customer of such termination by sending the Customer a respective written notification, or SMS-message and/or PUSH-notification in RBSS.

7.10. The Bank's refusal to establish the new and continue the current business relations, separate business relations with the Customer, to perform any transactions of the Customer or transactions performed in relation to the Customer, in compliance with the provisions of the Contract, shall not constitute the grounds for the civil liability or other liability of the Bank, including liability for the losses arising in connection with such refusal.

7.11. The guilty party shall be liable for the damages incurred by the Customer due to the unsanctioned access of the third parties to the RBSS/other remote access systems.

## **8. ANTI-CORROPTION CLAUSE**

8.1. The Parties shall comply with all the applicable regulations of the anti-corruption legislation. The Parties acknowledge and confirm that each of them maintains a zero-tolerance policy towards bribery and corruption, implying complete prohibition of corruption actions and payments in exchange for assistance / payments intended to simplify formalities related to the economic activity and ensuring swifter resolution of various issues.

8.2. The Parties and the officials and employees thereof involved directly or indirectly into performance of obligations by the Parties under the Contract shall not accept, pay, offer to pay or allow (authorize) payment/receipt of any monetary funds, or transfer of any valuables (including intangible ones), directly or indirectly, to any persons for the purpose of influencing the actions or decisions with intent of receiving any unlawful advantages, including bypassing of the procedure established by the law, or in pursuit of any unlawful goals.

8.3. Provisions of this section are representations regarding the circumstances of material importance for the Parties. The Parties shall rely on such representations when concluding the Contract.

8.4. Should a Party have any suspicions that there has occurred or may occur a breach of any provisions of this clause, the appropriate Party undertakes to notify another Party as soon as possible about its suspicions in writing.

## **9. CONTRACT DURATION PERIOD**

9.1. The Contract shall cease to be effective in cases and in a manner provided by the Contract and the law of the Republic of Kazakhstan, among other things, at the discretion of the Customer based on his/her written application filed with the Bank in accordance with the Contract, provided there are no unfulfilled obligations under the Contract (except for the cases where termination of the Contract is

allowed even with such obligations present) and no grounds for the termination of the Contract being prohibited in compliance with the law of the Republic of Kazakhstan.

#### **10. OTHER TERMS AND CONDITIONS**

10.1. All disputes and disagreements arising from or in connection with the Contract, shall be resolved by the Parties by negotiation, if possible. All disputes arising from or in connection with the Contract, shall be resolved in the courts of the Republic of Kazakhstan in a manner established by the law of the Republic of Kazakhstan.

10.2. All notifications and messages under the Contract shall be considered as duly sent/received by the appropriate Party in case of being forwarded in writing by express messenger and/or postal service and/or fax and/or e-mail using the details specified in the Application, provided that the selected communication channel allows for confirmation of delivery of the notification/message to the addressee, unless otherwise specified by the Contract.

10.3. In all other matters not regulated by the Contract, the Parties shall be governed by the law of the Republic of Kazakhstan.

10.4. The Contract is drafted in English and in Russian, each counterpart having equal legal force. In case of any discrepancies between the texts of the Contract in English and in Russian, the text of the Contract in Russian shall prevail.

**Bank:**

**ForteBank JSC**

Address: 8/1 Dostyk str., Astana

BIC/SWIFT IRTYKZKA

BIN 990740000683

Beneficiary code – 14

**Correspondent account:** KZ23125KZT1001300204 with public institution National Bank of the Republic of Kazakhstan

Telephone +7 (727) 258-40-40, +7 (727) 258-75-75, +7 (7172) 58-75-75, 7575 from mobile

**Addendum 1. to Payment Cards Issue and Maintenance  
Contract (with individual)**

**BASIC TERMS AND CONVENTIONAL DESIGNATIONS USED IN THE CONTRACT**

- 1) **card termination** – recognizing a card as invalid, withdrawing it from circulation and cutting it along its length and breadth in four, mandatorily disrupting integrity of the magnetic strip/microchip;
- 2) **bonus** – a conditional unit provided to a customer out of the Bank's funds when the customer performs certain actions in accordance with the bonus payment terms (hereinafter – activity);
- 3) **virtual payment** – cashless payment for goods and services using the card details, performed via the Internet or by means of the postal/telephone orders;
- 4) **virtual card** – a payment card issued in electronic form via RBSS by way of the Bank providing the cardholder with the information on its details in a manner specified by the Agreement on Rendering Electronic Banking Services.
- 5) **statement** – a document provided by the Bank to the Customer/holder of an additional card, containing information on the account balance and performed transactions for a certain period, as well as other information specified by the law of the Republic of Kazakhstan. The statement is sufficient evidence of the account transactions performed using the card;
- 6) **cardholder** – an individual using the payment card in compliance with the Contract;
- 7) **additional card** – a card of the Bank issued to the Customer or to the third party as means of access to the account, in addition to the primary card;
- 8) **card replacement** – a transaction allowing for the Bank to issue a new card instead of the existing card;
- 9) **application for establishing limitations** – application in a form established by the Bank, filled out and filed by the Customer with the Bank in order to set/change/cancel limitations for the amounts paid using the card;
- 10) **E-PIN** – PIN-code setting technology, which involves independent setting of PIN-code by the Customer for his/her card using the Bank ATM after confirmation of a one-use (one-time) SMS-code received to his/her mobile phone from the Bank, or setting PIN-code using IVR voice menu;
- 11) **card transactions** – payments and (or) transfers of funds, receipt of cash, currency exchange and other transactions using the card, determined by and on the terms of the card issuer;
- 12) **lending limit** – amount of a bank loan granted by the Bank to the Customer based on the respective lending agreement, allowing performance of the card transactions exceeding the balance of the Customer's own funds on the account;
- 13) **code word** – additional information allowing to identify the cardholder and considered to be confidential information;
- 14) **funds use limit** – maximum amount of funds established by the Bank and available to the cardholder within a certain period of time (month, week, day, etc.);
- 15) **non-personalized card** – a card issued by the Bank without inscription of the cardholder's identification data (last name and name), assigning a number and expiration date, issued to the Customer on the date of the Customer applying to the Bank for a card;
- 16) **International Payment System (hereinafter – IPS)** – collection of software and hardware tools, documentation and organizational and technical measures ensuring performance of payments using the cards in compliance with the rules of such payment system;
- 17) **multi-currency card** – a card ensuring access to monies placed on the accounts opened in several different currencies (KZT, USD, EUR, RUB, GBP);
- 18) **recurrent payments and (or) transfers** – payments initiated on a regular basis for which the cardholder has previously entered the payment card details at the time of the initial payment, subscription and agreement with the recurrent deduction terms;
- 19) **overdraft facility** – amount of funds expended in excess of the Customer's account balance, not exhibiting signs of a bank loan established by the law of the Republic of Kazakhstan, and which may be spent, among other things, due to exchange difference repayment during currency conversion transaction;
- 20) **PIN-code** – Personal Identification Number (secret code) known only to the cardholder and intended for identification of the cardholder during performance of the card transactions;
- 21) **PIN-envelope** – special sealed envelope issued to the cardholder along with the card, containing an insert sheet with printed PIN-code;

- 22) merchant** – a natural person conducting entrepreneurial activity without incorporation of a legal entity, or a legal entity accepting cards in order to perform cashless payments for goods and/or works and/or services provided by them;
- 23) card details** – information contained on the card and/or within the card, allowing to identify its cardholder, the Bank and the payment system;
- 24) Bank website** – official website of the Bank on the Internet, with address (domain name) www.forte.kz;
- 25) remote banking service system** (hereinafter - RBSS) – a software complex comprised of the Internet and mobile banking by means of which the Bank provides electronic banking services to the User;
- 26) stop-list** – a list of details of the cards which have been banned and which are subject to seizure when presented for service, formed by the payment system on the basis of written applications of the issuers;
- 27) Bank rates** – amount of fees paid to the Bank by the Customer for the serviced rendered by the Bank, published on the Bank website;
- 28) Token** is a unique identifier matched against the confidential data via the Bank's Tokenization system upon registration of a card;
- 29) Tokenization** is a technology enabling strengthening of security when performing card-present and card-not-present transactions. When using such technology, a card's PAN value is replaced with a unique value. Tokenization is performed along with the process of replacement of the confidential data of the card with the corresponding equivalent – a Token.
- 30) cashback** – Bank service according to which the Bank returns part of the cashless payment amount made using the card within the limits and upon conditions specified in the internal documents of the Bank, except for the transactions specified in Addendum 2;
- 31) CVV2-code or CVC2-code («CVV2»** – abbreviation of an English phrase «Card Verification Value 2», «CVC2» – «Card Validation Code 2») – three-digits identification code printed on the reverse side of the card and intended for identification of the cardholder when performing card transactions via the Internet (CVV2-code – for VISA cards, CVC2-code – for MasterCard cards);
- 32) IVR** (Interactive Voice Response) — a system of pre-recorded voice messages designed for routing of calls within the Bank using the information input by the Customer by means of the phone keys, utilizing tone dialing;
- 33) Push-notification** – the messages in RBSS on performance of the card transactions or of informational and advertising nature, containing alphanumeric text;
- 34) SMS-message** – a text message in a set format delivered by means of mobile communication from the Bank to the Customer/holder of an additional card or from the Customer/holder of an additional card to the Bank via the mobile communication provider;
- 35) 3D Secure/SecureCode password** – a secret password intended for identification of the cardholder when performing card transactions via the Internet, which is used as a heightened security level for cards. 3-D Secure technology allows to identify the cardholder when performing Internet-payments using an additional password which is known only to the cardholder;
- 36) Verified by Visa/MasterCard Secure Code** – authentication technology ensuring security of the card transactions performed by the cardholder via the Internet;

## **Addendum 2. to Payment Cards Issue and Maintenance Contract (with individual)**

### **Cashback/bonus service terms and conditions**

When performing cashless payments for goods/services using the card or the activity, including transactions via the Internet, the Bank returns Cashback and/or provides a bonus to the Bank Customer's account, except for the following transactions:

- payments for Bank services;
- transactions at casinos and betting terminals;
- transactions related to purchase of lottery tickets and bonds;
- transactions for which the funds have been subsequently refunded;



- all transactions related to the transfer of funds from the card to the accounts opened with the Bank or other banks;
- transactions related to replenishment of electronic wallets and payments for communication provider services;
- cashless payments to merchants by means of ATMs, RBSS or the Internet-resource of a communication provider;
- transactions related to payment for utilities (electric power, gas, water), public services, public postal services, tax payments, court expenses, including alimony (child support), fines, pledge and payment obligation payments, passenger transportation, bus routes and highway tolls.

Cashback for a multi-currency card shall accrue on the appropriate account in the currency of the performed card transaction. If the original currency of the card transaction is not KZT/USD/EUR/RUB/GBP, Cashback shall accrue in USD.

In case of the Customer returning the goods/rejecting the services and the subsequent refunding of monies, Cashback and/or bonus amount previously accrued by the Bank shall be deducted from a current or other bank account of the Customer with the Bank by any method not prohibited by the law of the Republic of Kazakhstan.

The Bank's Cashback or bonus payment terms may provide for the necessity of the cashless transactions for a certain amount and/or the Customer's expressed will (other formalities) and performance of the activity in order for him/her to be paid Cashback and/or bonus and/or fulfillment of other conditions established by the Bank, upon fulfillment thereof the Bank being obligated to make the payment and prior to (without) occurrence (fulfillment) thereof the Bank having no obligations to make such payment and the payment not being made by the Bank, respectively.

If the customer fails to express his/her will (or perform other formalities) regarding the payment of the Cashback and/or bonus amount, and/or fails to fulfill other conditions established by the Bank for using the accrued Cashback and/or bonuses, the accrued Cashback and/or bonus amount shall not be paid upon closure of all payment cards by the customer.

The Bank shall be entitled to suspend, restrict or unilaterally terminate accrual and/or payment of Cashback and/or bonuses without prior notice in the following cases:

- if the Bank has any reasons to believe that the Customer uses the service for the purpose of entrepreneurship;
- if the Customer violates the law of the Republic of Kazakhstan and/or the obligations accepted by the Customer under the Contract, including existence of any arrears under the Contract;
- if the Customer performs any fraudulent acts and/or misuses any privileges and/or incentives provided to the Customer within the framework of Cashback and/or bonus payment, and/or provides misleading or incorrect information to the partners.
- in other cases at the Bank's discretion.

Cashback and/or bonuses may be accrued by the Bank's partners in accordance with the terms of the separate agreements between the Bank and such entities.

Regarding separate card products, Cashback and/or bonuses from the Bank may not be available and may be accrued independently by the Bank's partners in accordance with the terms of the separate agreements between the Bank and such entities.

### **Addendum 3. to Payment Cards Issue and Maintenance Contract (with individual)**

#### **Special aspects of non-personalized card issue and maintenance**

Non-personalized card is characterized by absence of inscription of the last name and name of the cardholder; however, the cardholder data are still recorded in the internal system of the Bank, which allows to identify the cardholder using the number of the non-personalized card.

Non-personalized card displays only the expiration date, the card number and Bank and IPS logos; aside from that, it may display identifier of the non-personalized card.

Non-personalized card is issued by the Bank prior to the Customer applying to the Bank for issue of a card, which allows the Customer, after filing all the required documents specified by the internal documents of the Bank, to receive a fully functional card during the very first visit to the Bank.

In case of necessity of a new and/or early re-issue, the non-personalized card shall be re-issued in accordance with the Bank rates and replaced with a new non-personalized card or a personalized card, meaning that the last name and name shall be inscribed on the card surface.

**Addendum 4. to Payment Cards Issue and Maintenance  
Contract (with individual)**

**Special aspects of multi-currency card and transactions performance**

A special aspect of the multi-currency card is simultaneous opening of several accounts for one card, in the various currencies. The list of possible currencies for the multi-currency card shall be determined at the Bank's own discretion; at the same time, it is possible to open accounts in the following currencies: KZT, USD, EUR, RUB, GBP. Opening, maintenance and closure of the accounts shall be performed in compliance with the requirements of the law of the Republic of Kazakhstan, internal documents of the Bank and the terms of the Contract.

When performing a card transaction using the multi-currency card, the transaction amount shall be deducted from the accounts tied to the multi-currency card in the following order (depending on the list of currencies and opened accounts on the multi-currency card):

1) if the transaction currency is KZT – the amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from GBP account;

2) if the transaction currency is USD – the amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from GBP account;

3) if the transaction currency is EUR – the amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from GBP account;

4) if the transaction currency is RUB – the amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from GBP account;

5) if the transaction currency is GBP – the amount shall be deducted from GBP account, in case of insufficient funds on GBP account, the deficient amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from RUB account;

6) if the transaction currency is not KZT/USD/EUR/RUB/GBP – the amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from GBP account.

In case of insufficient funds on the accounts, the card transaction shall be denied. In case of insufficient funds on the accounts of the multi-currency card for execution of a financial document without authorization of the amount of money during processing of that financial document, the deficient amount shall be deducted at the expense of creation of an overdraft facility in the currency of that financial document (KZT, USD, EUR, RUB, GBP).

In the event of occurrence of an overdraft facility on the multi-currency card, the relevant outstanding amount shall be deducted without acceptance on a daily basis from all accounts with the Bank, up until repayment of the overdraft facility. Repayment of the allowed overdraft facility shall be

performed in the following order: first off, the allowed overdraft facility shall be deducted from the account where that overdraft facility has occurred, in case of insufficient funds on that account, the amount shall be deducted from KZT account, in case of insufficient funds on KZT account, the deficient amount shall be deducted from USD account, in case of insufficient funds on USD account, the deficient amount shall be deducted from EUR account, in case of insufficient funds on EUR account, the deficient amount shall be deducted from RUB account, in case of insufficient funds on RUB account, the deficient amount shall be deducted from GBP account. Additionally, the Customer shall independently be liable for any losses incurred due to the exchange rate adjustments occurred during repayment of the allowed overdraft facility. Replenishment of the multi-currency card with cash within the Bank network may be performed only in the following currencies: KZT, USD, EUR, RUB. Replenishment of the multi-currency card in GBP within the Bank network may be performed only in a cashless manner by means of conversion via RBSS, from any account in KZT, USD, EUR or RUB.

If the Customer rejects any goods, works or services purchased by means of the multi-currency card, where the card transaction has been performed in the following currencies: USD/EUR/RUB/GBP, etc., the money shall be refunded to an account in KZT, regardless of the card transaction currency.

Cash withdrawal from the multi-currency card within the Bank network shall be possible only in the following currencies: KZT, USD, EUR or RUB. Performance of debit transactions in GBP within the Bank network shall be possible only in cashless form.

## **Addendum 5. to Payment Cards Issue and Maintenance Contract (with individual)**

### **Special aspects of the (debit) card issue via RBSS/other remote access systems**

1. Issue of a payment card and opening of a bank account using the payment card, when independently initiated by the Customer via RBSS, shall be performed if the Customer has undergone the dynamic identification and authentication in a manner prescribed by the Bank. Bank Service Contract shall be executed in electronic form and confirmed by the Customer by entering a confirmation code received in the form of SMS-message to the Customer's mobile phone number specified during registration in RBSS.
2. The Customer may initiate issue of the card independently in RBSS by sending an online application for opening of a bank account and issue of a card and by other means of customer authentication and transaction conclusion provided by the law of the Republic of Kazakhstan.
3. Account opening and card issue via RBSS/other remote access systems shall be performed according to the procedure established by the Bank, taking into consideration the requirements of the law of the Republic of Kazakhstan.
4. By filling out and filing the Application via RBSS/other remote access systems, the Customer adheres to the Contract in its entirety, as well as to other documents regulating the mutual relations between the Parties and the banking services rendering procedure published on the official website of the Bank at [forte.kz](http://forte.kz).
5. The Bank shall be entitled to conduct identification of the Customer by using the means of biometric identification, taking into account the requirements of the law of the Republic of Kazakhstan.
6. Any orders/documents sent by the Customer to the Bank in electronic form via RBSS/other remote access systems, after the positive results of the authentication and identification of the Customer, shall be considered to be sent in the name of the Customer and shall be recognized as equal to the hard copy documents signed by the Customer's own hand.
7. The electronic banking services in RBSS shall be provided to the Customer on the basis of the electronic banking services contract concluded with the Customer in electronic form via RBSS.

8. When providing an electronic banking service via RBSS/other remote access system, the Bank shall retain the confirmation of dispatch and/or receipt of messages/documents serving as the grounds for rendering the account opening and card issue services to the Customer. The delivery of an electronic banking service by the Bank to the Customer shall serve as confirmation of receipt of an electronic document.

9. The electronic documents shall be kept in the same formant in which they have been formed, sent or received, maintaining their integrity and invariability and shall not require printing or other reflection of the content of such electronic documents on a paper medium for the purpose of safekeeping.

10. The Bank shall notify the Customers of any technical maintenance in RBSS/other remote access systems which may interrupt access and interfere with rendering of the electronic banking services, by posting the informational memo on the website forte.kz, specifying the end date of such maintenance.

11. The maximum period of rendering of the electronic banking services via RBSS/other remote access systems shall depend on the Customer undergoing all the procedures required to reliably identify the Customer.

12. In the event of any dispute, the Customer shall be entitled to contact the Call Center of the Bank by calling 8 8000 800 819 (free of charge call from the landline phones throughout Kazakhstan) or 7575 (free of charge call from the mobile phones throughout Kazakhstan), specifying the address, phone number, the nature of complaint and other information, or to forward a complaint/notice/appeal in a written form to the address specified herein. The Bank shall consider the Customer's appeal within 15 calendar days from the date of registration of such appeal.

#### **Addendum 6. to Payment Cards Issue and Maintenance Contract (with individual)**

##### **Special aspects of issue and maintenance of a virtual card**

A virtual card is issued to the User who possesses a bank account with the Bank in electronic form via RBSS/other remote access systems, without a physical medium, by way of the Bank presenting the payment card holder information on its details. Details of the virtual card are displayed on the screen in RBSS. A virtual card is issued in active state and, as a consequence, must not be activated.

Virtual card details reflect the following data:

- 1) virtual card number;
- 2) virtual card expiration date, CVV2/CVC2 code (when viewed by the Customer).

Virtual card period of validity is 5 (five) years from the date of issue.

A virtual card is issued as a primary card along with opening of a separate bank account.

Issue of an additional card for the virtual card is not available.

Transactions using the virtual card are performed:

- in RBSS;
- on the websites.

Performance of transactions not specified herein, transactions requiring further presentation of a physical card, as well as withdrawal of cash at the Bank's ATMs/cash desks is not allowed.

Virtual card replenishment is possible:

- 1) by means of a card-to-card transfer;
- 2) via Cash-in devices of the Bank.

In order to perform a transaction, the User should:

- 1) transfer funds to the virtual card;
- 2) while performing a purchase on a selected website, enter the virtual card number, CVV2/CVC2 code and expiration date;
- 3) specify the purchase amount which shall be withdrawn from the virtual card; the purchase shall be considered as paid for after entering 3D Secure (if the website supports 3D Secure technology).

The Bank issues and maintains a virtual card and opens a bank account in a manner provided by the law of the Republic of Kazakhstan, the contracts between the Bank and the payment systems participants, the Agreement and the Payment Cards Issue and Maintenance Contract (with individuals).

The Bank shall not be liable for any disputes between the Customer and a person/organization selling goods/services, arising from or in connection with the use of the virtual card in order to pay for the goods/services, as well as the issues of quality, quantity and term of delivery of the goods/services.

#### **Addendum 7. to Payment Cards Issue and Maintenance Contract (with individual)**

##### **Characteristics of issue and maintenance of “ForteCard for Welfare and Social Benefits”**

1. “ForteCard for Welfare and Social Benefits” payment card is intended for the individuals who receive welfare and social benefits from the state budget and (or) the State Social Insurance Fund via the State Corporation “Government for Citizens” non-profit joint stock company (hereinafter – SC Government for Citizens NP JSC) and the appropriate authorities and organization, according to the procedure established by the law of the Republic of Kazakhstan.
2. “ForteCard for Welfare and Social Benefits” payment card shall be issued as a primary card, accompanied by the opening of a special bank account. Only one payment card may be issued per customer;
3. Opening of the special bank account and issue of the “ForteCard for Welfare and Social Benefits” payment card may be performed by the Bank independently in case of crediting of funds in the form of social benefits to the Customer’s current account which is not a special bank account. The clause 3 shall be applicable to the period of quarantine and/or other restrictions due to the covid-19 pandemic in the Republic of Kazakhstan and to the related social benefits payable.
4. The additional “ForteCard for Welfare and Social Benefits” payment cards may not be issued.
5. The following transactions with “ForteCard for Welfare and Social Benefits” payment card shall not be allowed:
  - 5.1. cash withdrawal within the network of other Banks (ATMs, cash offices);
  - 5.2. transfer transactions to the payment cards of other Banks;
  - 5.3. transfer transactions from the payment card to a phone number via the mobile application;
  - 5.4. the payment card replenishment via the Cash-in devices of the Bank;
  - 5.5. any deposits to the payment card shall be prohibited, except for the following:
    - funds deposited in favor of the customer by the SC “Government for Citizens” NP JSC, the appropriate authorities and organizations making the welfare and social benefit payments to the citizenry, in accordance with the procedure established by the law of the Republic of Kazakhstan;
    - transfers of funds from the special current account opened with the Bank in the customer’s name.
6. In case of issue of the “ForteCard for Welfare and Social Benefits” payment card at the Bank branch, the Customer may choose between the issue of the payment card in electronic form and issue of a tangible payment card:
  - 1) If the customer chooses the issue of the payment card in electronic form, the card shall be issued to the customer without a tangible medium and the account details information shall be provided in RBSS.

The following data shall be reflected in the payment card details:

- a) payment card number;
- b) payment card expiration date;
- c) CVV2/CVC2 code (when viewed by the customer).

2) If the customer chooses to receive a tangible payment card, the payment card shall be issued to the customer on a tangible storage medium.

7. In case of issue of the “ForteCard for Welfare and Social Benefits” payment card via RBSS/other remote access system, the payment card shall be issued to the customer on a tangible medium.

### **Addendum 8. to Payment Cards Issue and Maintenance Contract (with individual)**

#### **Terms and conditions of binding a mobile phone number to the Customer’s payment card number and rendering the service of sending/receiving monetary transfers using a mobile phone number of the Customer/beneficiary**

These terms and conditions stipulate the procedure of binding a mobile phone number to the Customer’s payment card number (hereinafter – Binding), for the purpose of sending/receiving monetary transfers using a mobile phone number of the Customer/beneficiary as details by means of Alias Directory Service and Request to Pay Service provided by the international payment system (hereinafter – Service). By signing the Contract, the Customer hereby accepts and agrees with the following terms and conditions.

#### **Binging a payment card number to a mobile phone number of a Customer**

The Customer agrees that the Binding shall be performed by the Bank when the Customer issues a payment card by means of specifying a mobile phone number in the Application; in regards to the existing Customers, the Binding shall be performed within the framework of the Service launch at the Bank using the mobile phone number previously provided to the Bank. The Customer may create only one Binding using one payment card and one mobile phone number. When creating a new Binding using the same mobile phone number, in particular at another bank, the previous Binding shall be deleted.

The Customer may use the Service (Binding) to send or to receive monetary transfers, provided that the beneficiary/remitter also uses the Service.

Deletion of the Binding, replacement of a mobile phone number or performance of a repeated Binding to use the Service shall be performed on the grounds of an application by the Customer forwarded to the Bank in writing or in electronic form.

In case of use of the mobile Internet-banking by the Customer:

- deletion of the Binding shall be possible only via the mobile Internet-banking of the Bank;
- mobile phone number replacement shall require re-registration of the Customer in the mobile Internet-banking, as well as independent Binding of a new mobile phone number therein.

#### **Liability**

1. The international payment system (hereinafter – IPS) shall be responsible for operation of the Service.
2. The Bank shall not be liable for any possible issues related to the use of the Service or for inability of the Customer and/or beneficiary to use the Service.
3. The Bank shall be entitled, without preliminary consent of the Customer, to suspend the use of Service for performance of monetary transfers in the event of any breach of the terms of Contract by the Customer, as well as in other cases at the Bank’s own discretion.
4. The Bank shall not be liable for absence of Binding/correct Binding on the part of the beneficiary; the Customer shall independently make sure such Binding exists prior to performance of a transfer.
5. The Bank shall not be liable for any losses incurred by the Customer as the result of inability to perform a monetary transfer using the Service.
6. The Bank shall not be liable for any fees charged by the third parties, including the mobile service providers, for the services related to the use of a mobile device.
7. The Bank and IPS may, at their own discretion, establish the limits for performance of the monetary transfers (one-time/daily/monthly limit).
8. The Customer shall promptly inform the Bank on cessation of use, annulment or change of the mobile phone number for the purpose of suspension of the Service use and deletion of Binding by the Bank; otherwise, the Bank shall not be liable for any potential damages to the Customer or any other negative consequences.

### **Service Security**

Security of the information sent by IPS and/or kept by it or by other third parties due to the use of the Service is outside of the Bank's control.

The Bank shall not be liable for any breach of the security rules by IPS affecting any information gathered, saved or forwarded in connection with the use of the Service.

### **Gathering, Use and Transfer of the Information**

The Customer agrees that the Bank shall be entitled to gather, store, use and transfer to IPS the information on the Customer, including the Customer's personal data, required:

- to launch the Service at the Bank;
- for the Customer to send/receive monetary transfers using the Service;
- to provide the information on the Customer's transactions performed using the Service;
- to assist IPS in improving the quality of the Service.

## **Addendum 9. to Payment Cards Issue and Maintenance Contract (with individual)**

### **Special features of issue and maintenance of the "Forte Children's Card" payment card**

1. "Forte Children's Card" payment card is intended for minor individuals from 6 to 18 years of age for the purpose of performing age-appropriate petty daily transactions.
2. "Forte Children's Card" payment card is issued for a bank account opened in the name of a legal representative of a minor at the moment of submission by the legal representative of the application for issue of a payment card for a minor.
3. "Forte Children's Card" payment card may be applied for by an active customer – legal representative of a minor holding a payment card issued by the Bank, by means of applying via RBSS, in compliance with the security procedures, or by means of contacting a Bank branch. When applying for the payment card at the Bank branch, presence of the minor is not necessary.
4. By signing the application, the customer – legal representative of a minor grants his/her unconditional and irrevocable consent to the Bank receiving information regarding him/her and the minor (for whom the payment card shall be issued) from the state database (SDB) "Kinship Relations" or other SDB for the purpose of establishing kinship.
5. Upon the Bank's acceptance of the application from the customer – legal representative of the minor, a SMS-code shall be sent to the minor, to the mobile phone number specified in the application, for the purpose of confirmation of issue of the "Forte Children's Card" payment card.
6. Issue of additional "Forte Children's Card" payment cards shall not be performed.
7. When issuing a "Forte Children's Card" payment card via RBSS, a customer – legal representative of the minor may choose issue of the payment card in electronic form, or on a physical medium:

1) In case of selection of the payment card in electronic form, the payment card shall be issued by the Bank without a physical medium.

The following data shall be displayed in the payment card details in RBSS:

- a) payment card number;
- b) payment card expiration date;
- c) CVV2/CVC2 code (when viewed).

2) In case of selection of the payment card on a physical medium, the payment card shall be issued on a physical medium.



8. The Bank shall issue and maintain **“Forte Children’s Card”** payment card and open for a legal representative of the minor a bank account according to the procedure stipulated by the law of the Republic of Kazakhstan, contracts between the Bank and the payment systems participants, the Contract and the Agreement on issue and maintenance of the payment cards (with a natural person).
9. The Bank shall provide the holder of **“Forte Children’s Card”** payment card access to RBSS for the purpose of performing age-appropriate petty daily transactions within the limits established by the Bank / legal representative of the cardholder.
10. The limits and restrictions on the **“Forte Children’s Card”** payment card shall be established by the Bank and may be adjusted via RBSS by the customer – legal representative of the minor, within the limits set by the Bank.
11. The notifications provided for under the Agreement, including the ones regarding the transactions and other actions of the payment card holder, shall be forwarded to the payment card holder and the legal representative thereof via RBSS.
12. The legal representative shall be liable for any transaction performed by the holder of the **“Forte Children’s Card”** payment card.

#### **Addendum 10. to Payment Cards Issue and Maintenance Contract (with individual)**

##### **Terms of the Nomad Club scoring program**

These terms of the Nomad Club scoring program of Air Astana JSC (hereinafter – the Terms/Program) regulate scoring of points of Air Astana JSC Nomad Club (hereinafter – Nomad Club) by the Customers relegated to the Premier and Solo segments and holding Visa Infinite/Visa Signature/Visa Platinum payment cards, respectively, issued by the Bank (hereinafter – Visa Infinite/Visa Signature/Visa Platinum). By signing the Contract, the Customer accepts and agrees with these Terms and consents to disclosure of the information constituting a bank secret or other legally protected secret by the Bank to Air Astana JSC.

#### **1. Program participation procedure**

1. Any Customers relegated to the Premier and Solo segments, holding Visa Infinite/Visa Signature/Visa Platinum and having Nomad Club membership are eligible to participate in the Program.
2. In order to participate in the Program, a Customer has to convey their Nomad Club membership number to their Personal Manager. If a Customer is not a member of Nomad Club, the Customer shall have to independently register on the official website of Air Astana JSC.
3. The Customers may convey their Nomad Club membership number to their Personal Manager by any method convenient for them.
4. The date of acceptance of a Nomad Club membership number is the date of input of such number by the Personal Manager into the “Nomad Club Member” field in the informational system of the Bank.

#### **2. Procedure of Nomad Club points scoring by the participants of the Program**

5. For the customers assigned to the Premier segment, 1 Nomad Club point is scored per each KZT 1000 (or a foreign currency equivalent) spent by direct credit, including via the Internet, using Visa Infinite.

For the customers assigned to the Solo segment, 1 Nomad Club point is scored per each KZT 1500 (or a foreign currency equivalent) spent by direct credit, including via the Internet, using Visa Platinum/Visa Signature.

6. The number of points is calculated separately per each transaction. If the Customer has 2 or more Visa Infinite/Visa Signature/Visa Platinum cards, respectively, the points scoring is performed per each transaction per each Visa Infinite/Visa Signature/Visa Platinum card separately.
7. When calculating points, we take into account only transactions for which the Bank has received a financial document from an acquirer bank in confirmation of the transaction.
8. In case of cancelling of a transaction, Nomad Club points scored by this transaction shall be null and void. If at the moment of voiding of such points a Nomad Club member has insufficient points on his/her number, then his/her Nomad Club number will have negative balance.
9. The following transactions performed with Visa Infinite/Visa Signature/Visa Platinum do not participate in calculation of points:
  - 1) transactions related to payment for the Bank services;
  - 2) transactions in casinos or related to betting;
  - 3) transactions related to purchase of lottery tickets and bonds;
  - 4) transactions subject to subsequent refunds;
  - 5) any transactions related to transfer of funds from Visa Infinite/Visa Signature/Visa Platinum to the accounts opened with the Bank or with other second-tier banks;
  - 6) transactions related to replenishment of e-wallets or payments for the communications provider's services;
  - 7) cashless payments in favor of suppliers of goods/services via ATMs, RBSS or the Internet-resource of a communications provider;
  - 8) transactions related to payments for utilities (electricity, gas, water), state services, state postal services, tax payments, judicial expenses, including child support, fines, payments for pledges and payment obligations, passenger transportation, bus routes and the toll roads tolls.

#### **Addendum 11. to the Payment Cards Issue and Maintenance Contract (with Individual)**

#### **Terms of the RK airports CIP/VIP-lounges entries scoring program**

These terms of the RK airports CIP/VIP-lounges entries scoring program (hereinafter – the Program/Terms/Entries) regulate scoring of Entries for the Customers relegated to the Premier segment and holding Visa Infinite/Mastercard Black Edition **Diamond**/Mastercard World Elite payment cards issued by the Bank (hereinafter – Premium Card). By signing the Contract, the Customer accepts and agrees with the following Terms:

#### **1. Program participation procedure**

1. Any Customers relegated to the Premier segment and holding a Premium Card are eligible to participate in the Program.
2. Only a holder of a Premium Card may use an Entry at an airport, provided they have the physical payment card available.
3. **When a customer enters the VIP-lounge for international flights at the International Airport of Almaty, 2 (two) entries are deducted from the customer. When a customer enters CIP/VIP-lounges of other RK airports, 1 (one) entry is deducted from the customer's scored entries.**
4. By accession to this Contract, the Customer agrees with the Bank's right to withdraw funds for the used Entry from the Customer's bank account opened with the Bank by direct debiting as established by the law of the Republic of Kazakhstan, and/or to block the available Entries until the end of a calendar year in the event of breach of the clause 2 of this Addendum.
5. The Bank shall be entitled to unilaterally amend these Terms by notifying the Customer of that fact 10 (ten) calendar days prior to the effective date of such amendments, by posting such amendments (including the new version) at the customer service areas of the Bank branches and/or on the official Bank website at: premier.forte.kz.

#### **2. Procedure of accrual of entries for the participants of the Program**

6. For the customers assigned to the Premier segment, 1 entry is scored per each USD 2000 (or tenge equivalent) spent by direct credit (except for the transactions described in the clause 7 of this Addendum), including via the Internet, using the Premium Cards.
7. The number of Entries is calculated in aggregate per calendar month. The scoring takes place on the first business day of the next month. If the Customer has 2 or more Premium Cars, the Entries scoring is performed in aggregate for Premium Cards, except for “ForteCard Credit Against Pledged Money” product.
8. The maximum number of Entries under the Program shall be established according to the service package selected by the Customer by way of the Customer signing a Service Application-Questionnaire at the Premier-Banking Division of ForteBank JSC:
  - 7.1 Elite – up to 10 Entries to VIP and CIP lounges at RK airports;
  - 7.2 Prestige - up to 15 Entries to VIP and CIP lounges at RK airports;
  - 7.3 Diamond – up to 30 Entries to VIP and CIP lounges at RK airports;
  - 7.4 For the “ForteCard Credit Against Pledged Money” and “ForteCard Credit” product cardholders – up to 30 Entries to VIP and CIP lounges at RK airports.
- 8 When calculating Entries, we factor in only transactions for which the Bank has received a financial document from an acquirer bank in confirmation of the transaction.
- 9 The Entries shall accumulate from December 1<sup>st</sup> until November 30<sup>th</sup> of the next year and on January 15<sup>th</sup> all the Entries for the previous period shall become null. On January 15<sup>th</sup> of the next year, the Entries for December of the previous year shall be scored (if that date falls on a weekend, the scoring shall take place on the next following business day).
- 10 The following transactions performed using the Premium Cards do not participate in calculation of Entries:
  - 1) transactions related to payment for the Bank services;
  - 2) transactions in casinos or related to betting;
  - 3) transactions related to purchase of lottery tickets and bonds;
  - 4) transactions subject to subsequent refunds;
  - 5) any transactions related to transfer of funds from the Premium Cards to the accounts opened with the Bank or with other second-tier banks;
  - 6) transactions related to replenishment of e-wallets or payments for the communications provider services;
  - 7) cashless payments in favor of suppliers of goods/services via ATMs, RBSS or the Internet-resource of a communications provider;
  - 8) transactions related to payments for utilities (electricity, gas, water), state services, state postal services, tax payments, judicial expenses, including child support, fines, payments for pledges and payment obligations, passenger transportation, bus routes and the toll roads tolls.

### **3 Accrued entries transfer procedure**

- 1 The Premium Card holder shall be entitled to transfer the accrued free entries to VIP and CIP lounges at the RK airports to a family member covered by the common service package. At the same time, a family member of the Premium Card holder receiving the accrued free entries to VIP and CIP lounges at the RK airports shall be subject to the requirements specified herein.
- 2 The maximum number of free entries to VIP and CIP lounges at the RK airports which may be transferred by the Premium Card holders to their family members depends on their service package and may not exceed:
  - 2.1. 2 entries – under Elite package;
  - 2.2. 5 entries – under Prestige package;
  - 2.3. 7 entries – under Diamond package.
- 3 The total number of entries, taking into account the accrued, transferred and received entries, may not exceed the maximum number of entries specified in clause 7 hereof.

**Addendum 12. to the Payment Cards Issue  
and Maintenance Contract (with Individual)**

**“Simply” Payment Card Service Features**

1. By signing the Application, the Customer agrees that in certain cases the procedure and terms of service regarding “Simply” payment card may differ from the procedure and terms of service stipulated in this Contract, of which the Bank informs the Customer by way of the Bank branches and/or Call Center of the Bank and/or by way of posting the information on the official website of the Bank at forte.kz.
2. To the Customers who are subscribers of KaR-Tel LLP (TM Beeline) communications provider, with the agreement of such Customers, the Bank may provide in RBSS, provided the Bank has technical capacity to do so, a service allowing the Customer to use the funds deposited by the subscribers as an advance payment for the communication services and reflected on the personal account within KaR-Tel LLP (TM Beeline) communications provider’s system, by way of crediting them on the Customer’s account, in the event of lack of funds on the Customer’s account, in order to make a payment/transfer initiated by the Customer (hereinafter – Service). The terms of interaction between the Bank and KaR-Tel LLP (TM Beeline) for the purpose of providing the Service shall be determined by a separate agreement between the parties.
3. Hereby the Customer is being informed that the Service shall not be provided in case of any third-party claims against the account in accordance with the law of the Republic of Kazakhstan.
4. The Customer is informed that the Service for using funds deposited by a subscriber as an advance payment for the communication services reflected on the personal account of KaR-Tel LLP (TM Beeline) communications provider may be limited by type of payments, the list of allowable goods/works/services, by amount or by the number of transactions over a certain time period (business day, twenty-four hours, month, etc.), as well as should there be any suspicious transactions and/or risk of unauthorized access to the Customer’s funds. The Bank reserves the right to suspend rendering of the Service at its own discretion.
5. The Bank reserves the right to refuse to render the Service for using funds from a personal account of KaR-Tel LLP (TM Beeline) communications provider with no explanation, including in the event of any technical failures, requests by the appropriate public authorities or suspicious transactions.
6. The Bank shall not be liable for any delays in use or unavailability of the Service due to any reasons outside of the Bank’s control, including technical failures in the information systems on the side of KaR-Tel LLP (TM Beeline) communications provider, network issues or other force-majeure circumstances.
7. By agreeing to rendering of the Service, the Customer expresses his/her consent to the fact that the Bank, should any technical overdraft and/or any other Simply payment card indebtedness arise, shall be entitled to request from KaR-Tel LLP (TM Beeline) communications provider repayment of the Customer’s debt to the Bank using the funds held on the personal account of KaR-Tel LLP (TM Beeline) communications provider by way of crediting the required amount to the Customer’s account.