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 Rules on the general conditions for conducting banking operations of "Industrial and Commercial Bank of China in Almaty" JSC

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"Approved" Board of Directors of "Industrial and Commercial Bank of China in Almaty"JSC Protocol No.11 dated December 28, 2023 "Agreed" Strategic Planning and Risk Management Committee of "Industrial and Commercial Bank of China in Almaty"JSC Protocol No.13-2023 dated November 30, 2023 "Agreed" Management Board of "Industrial and Commercial Bank of China in Almaty" JSC Protocol No.34 dated November 28, 2023

Rules on the general conditions for conducting banking operations of "Industrial and Commercial Bank of China in Almaty" JSC



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1. General Provisions

- 1. The "Industrial and Commercial Bank of China in Almaty" JSC was established in 1993 and is the first subsidiary Chinese bank to be represented in the Republic of Kazakhstan and the Central Asian region, controlled by its sole shareholder the largest Chinese banking conglomerate Industrial and Commercial Bank of China Limited (ICBC) Beijing, People's Republic of China.
- 2. The Bank operates in accordance with the applicable laws of the Republic of Kazakhstan on the basis of the License for banking and other operations carried out by banks in national and foreign currencies No. 1.1.37 dated February 03, 2020, issued by the National Bank of the Republic of Kazakhstan (hereinafter the License).
- 3. These Rules on the general conditions for conducting banking operations of "Industrial and Commercial Bank of China in Almaty" JSC (hereinafter the Rules) are developed in accordance with the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", other regulatory legal acts of the Republic of Kazakhstan, Charter and internal regulatory documents of the Bank.
- 4. These Rules are public information and are not subject to commercial or banking secrets. The Bank places these Rules on the Bank's website www.icbcalmaty.kz and provides them for review upon the first request of the Client.
- 5. The Rules establish the general standard conditions for conducting operations by the Bank, except for operations carried out on the interbank market.
- 6. The specific conditions for conducting operations by the Bank for various types of banking operations and banking products and services are established by internal regulatory documents of the Bank, as well as specific agreements concluded with clients.
- 7. The Bank provides its Clients with various products and services within the framework of the Bank's products and tariff cards approved by the authorized body of the Bank.
- 8. The Bank has the right to refuse to establish business relations with any individual and legal entity, to suspend, or to refuse to conduct a Client's operation, if such a refusal or suspension is due to one (or several) of the following circumstances:
- 1) the effect of international economic sanctions against countries, individuals and legal entities listed on the OFAC (Office of Foreign Assets Control) list, the UN Security Council, as well as sanctions imposed by the European Union and the intergovernmental organization FATF (Financial Action Task Force).
- 2) the requirements of the Legislation of the Republic of Kazakhstan, including the requirements of the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds from crime and the financing of terrorism, the Client's country of residence or its counterparty
- 3) the requirements of internal regulatory documents of the Bank.
- 9. In this case, the Bank shall not be liable for any losses incurred by the Client caused by the refusal of the Bank or the correspondent bank of the Bank participating in the transaction to execute or terminate the execution or suspend the payment instructions

of the Client in connection with the implementation of the legislation of the Republic of Kazakhstan and international standards on combating legalization (laundering) proceeds of crime and the financing of terrorism.

- 10. In accordance with the requirements of the United States of America Law on Tax Control of Accounts in Foreign Financial Institutions (The Foreign Account Tax Compliance, hereinafter - FATCA), the Bank is a financial institution subject to the requirements and sanctions established by FATCA.
- 11. In accordance with the requirements of the FATCA, as well as the laws of the Republic of Kazakhstan and international ratified treaties of the Republic of Kazakhstan, from the moment of registration on the website of the Tax Service of the United States of America under the status of "RDC FFI" (Registered Deemed-Compliant Financial Institution), the Bank has an obligation to carry out the identification procedure with the purpose of determining the attitude of the Client to the taxpayer of the United States of America.
- 12. The Bank carries out identification procedures within the framework of the due diligence of the Clients (their representatives, beneficial owners) by filling out the Know Your Client questionnaires, which also includes FATCA questionnaires for shareholders (participants) individuals / beneficial owners of a legal entity:
- 1) before establishing business relations with the Client;
- 2) when carrying out operations with money and (or) other property;
- 3) if there is reason to doubt the reliability of previously obtained data about the Client (his representatives), the beneficial owner.
- 4) with new changes arising from the previously indicated information in the "Know Your Client" questionnaires.
- 5) as part of the periodic update of the "Know Your Client" questionnaire within the time period established by the Bank's internal regulatory documents.
- 13. The Bank identifies counterparty banks, as well as financial organizations for their accession in order to fulfill the requirements of the FATCA, in establishing business relations by collecting, recording and analyzing information provided by the counterparty bank and financial organizations.
- 14. If the Client fails to provide the documents required by the Bank as part of the due diligence procedures, which include FATCA questionnaires, as well as in cases of incomplete / improper filling out, the Bank has the right to refuse to establish business relations with the Client or terminate business relations with the Client / bank -contractor in cases established by internal regulatory documents of the Bank and the legislation of the Republic of Kazakhstan.
- 15. For the purposes of this Regulation, the following terms and definitions are used:
- 1) Letter of credit a form of documentary settlements that stipulates the bank's obligation, made at the request and in accordance with the instructions of the Client or at its sole discretion, to make payment to the specified beneficiary or his order, or to accept and pay for bills of exchange issued by the beneficiary, or negotiation against the duly executed letters of credit documents by the deadline if all the conditions of the letter of credit are met;
- 2) Applicant / Principal means the party (legal entity) at the request of which a Letter of Credit / Bank Guarantee is issued;
- 3) Bank "Industrial and Commercial Bank of China in Almaty" JSC

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- 4) **Issuing Bank** a bank issuing a letter of credit at the request of the Applicant or on its own behalf, or a bank that has issued a guarantee or Counter-guarantee on the basis of an application by the Applicant / instructing party and has assumed a financial obligation to fulfill the guarantee or counter-guarantee in accordance with its terms, includes a party acting at its own expense;
- 5) **Guarantor Bank** a bank that has issued a guarantee or Counter-guarantee on the basis of an application by the Applicant / instructing party and has assumed a financial obligation to fulfill a guarantee or counter-guarantee in accordance with its terms, includes a party acting at its own expense;
- 6) **Counter-guarantor bank** a bank that issued a Counter-guarantee in favor of a guarantor or another counter-guarantor, which has assumed a financial obligation to fulfill the Counter-guarantee in accordance with its terms;
- 7) **Bank guarantee** a written irrevocable obligation of the issuing Bank to pay in the amount of the guarantee against the provision by the Beneficiary of a demand for payment in accordance with the terms of the guarantee;
- 8) **Banking product** a result of banking activity, acting as a new product that enters the banking market for sale to Clients.
- 9) **Beneficiary** a person in whose favor a guarantee / letter of credit is issued, the escrow account is opened;
- 10) **Deposit** money received by the Bank from the Client on the basis of a bank deposit agreement concluded between the Bank and the Client, providing for the payment by the Bank of interest on them in the amount and manner stipulated by the bank deposit agreement, and return of the deposit on the conditions and in the manner provided for the deposit this type of legislation and contract;
- 11) **Documentary collection** collection of either financial documents accompanied by commercial documents (invoices, transport and insurance documents, etc.) or collection of only commercial documents, in which the Bank, as an intermediary, receives documents from the seller and transfers them to the buyer against:
- a) **payment** the collecting bank issues transport documents only against payment of the amount specified in the collection order (Documents against Payment D / P documents against payment);
- b) **acceptance** shipping documents are sent through the seller's bank to the buyer's bank with an order to issue these documents only against accepting the payment of the amount specified in the collection order. To receive the documents, the buyer draws up a written obligation to pay the amount indicated in the collection order (Document against Acceptance D / A documents against acceptance).
- 12) **Borrower** a legal entity that has concluded / intends to conclude a loan agreement and assumes obligations to repay a loan product, including interest and other payments on a loan product;
- 13) **Client** banks and organizations engaged in certain types of banking operations, legal entities, individuals, individuals engaged in entrepreneurial activities and other persons who are residents and non-residents of the Republic of Kazakhstan;
- 14) **Counter-guarantee** a guarantee issued by the Bank as a counter-guarantor to the other party to ensure that the other party issues a guarantee or Counter-guarantee, and which provides for payment upon presentation of an appropriate counter-guarantee claim;

- 15) **Credit** a bank loan in cash provided by the Bank to the Client on the terms of urgency, payment, repayment and security (if necessary) within its amount, in accordance with the terms of the Credit Agreement / Bank Loan Agreement;
- **16)** Credit line the bank's obligation to lend to the Borrower on terms that allow the borrower to determine the time of obtaining a bank loan himself, but within the amount and time determined by the agreement on the provision (opening) of a credit line;
- 17) Loan Agreement / Bank Loan Agreement an agreement / agreement on the provision of financing / agreement on the provision (opening) of a credit line in conjunction with all additional agreements, amendments, additions and annexes to it, regulating the relationship between the Borrower and the Bank and the general terms of financing;
- 18) **Credit product** loans, credit lines, bank guarantees (including counter-guarantees) and letters of credit, as well as other banking products (financial instruments), upon the provision of which the Bank assumes credit risk to the Client in the course of banking operations;
- 19) **Operating time** a certain period of time of the Operating day, established by the authorized body of the Bank, during which the Bank accepts instructions, orders to suspend the execution of instructions or revoke such instructions, as well as instructions and / or documents on other operations of the Bank. Operating time for various types of operations / services provided by the Bank may vary. Information about the Operating time is indicated in the Bank's Tariffs and is brought to the attention of the Client by posting relevant information on the Bank's official website or in accordance with these Rules and / or current legislation;
- 20) **Operational day** the period of the working day established by the authorized body of the Bank (which may be unilaterally changed by the Bank from time to time) during which the Bank accepts (within the operating time) and processes instructions, orders to suspend execution of instructions or recall such instructions, as well as other operations of the Bank. The Bank has the right, but is not obligated to notify the Client about a change in the Operating Day;
- 21) **Tariffs** a system of rates and tariffs that determine the amount of payment for the banking services provided to the Client (standard in percentage and / or money terms or individual tariffs), determined and approved in the manner prescribed by law;
- 22) Authorized body the Agency of the the Republic of Kazakhstan for Regulation and Development of Financial Market;
- 23) Authorized body of the Bank the body of the Bank, which is endowed with the appropriate authority, making decisions within its competence (for example, the Credit Committee, the Management Board of the Bank, the Board of Directors of the Bank, etc.).

2. General conditions for conducting Deposits and Bank Accounts

- 16. The Bank opens and maintains the following bank accounts:
- 1) current accounts of legal entities and individuals;
- 2) savings accounts (Deposits) of legal entities and individuals;

- 3) current and savings accounts of legal entities in the escrow account mode;
- 4) correspondent accounts of banks and individual organizations engaged in certain types of banking operations.
- 17. Opening and maintaining bank accounts of legal entities and individuals is carried out on the basis of standard forms of documents approved by the Bank (standard conditions of a bank account agreement and an application for opening an account).
- 18. To open an account, the Client provides the Bank with a package of documents stipulated by the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank.
- 19. In cases directly established by the legislation of the Republic of Kazakhstan, the Bank shall notify the tax authorities of the opening and closing of the account.
- 20. Bank accounts of legal entities and individuals at the option of the Client can be opened in national currency (tenge), Chinese yuan, US dollars and other currencies, if this is provided for by internal documents of the Bank.
- 21. The number of bank accounts opened by legal entities and individuals at the Bank is not limited.
- 22. Savings accounts are intended for placement of deposits on them. Deposits of the Bank is a complex of products that provides corporate Clients with the opportunity to save or accumulate money in the Bank in their own name or in favor of a third party on certain conditions that depend on the needs of the Client in their savings, accumulation and income in the form of interest on deposits.
- 23. Deposits are divided into demand deposits, term and conditional.
- 24. Deposit products are divided into the following main groups:
- 1) products offered to legal entities and individuals who have temporarily available funds for placement on deposits in the bank;
- 2) products offered to Clients whose activities in the territory of the Republic of Kazakhstan involve the placement of special deposits in order to comply with the laws of the Republic of Kazakhstan;
- 3) products offered to legal entities for placing deposits before they meet or fulfill the conditions specified in the Escrow Account Agreement.
- 25. When accepting a deposit, a bank deposit agreement is concluded between the Bank and the Client, which reflects all the conditions for accepting and issuing a deposit.
- 26. When accepting a deposit in the escrow account mode, an escrow account agreement is concluded between the Bank, the Client and the Beneficiary, which reflects all the conditions for accepting and issuing a deposit.
- 27. The amount and term of the deposit stipulated by the bank deposit agreement may not exceed the maximum amount and term of the deposit established by the Bank for the respective type of deposit
- 28. Remuneration for deposits of legal entities is taxed at the source of payment in the manner and at the rates established by the tax legislation of the Republic of Kazakhstan effective on the date of payment of the Remuneration.
- 29. A deposit may be claimed at any time during the period of validity of a bank deposit agreement by terminating a bank deposit agreement on the conditions and in the manner specified in the agreement, except escrow account agreement.
- 30. The procedure and conditions for the payment of interest on deposits are established when concluding bank deposit agreements on individual terms proposed by the Bank.

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31. The specific conditions for deposits are approved by the authorized body of the Bank, depending on the type and currency of the deposit, the frequency of payment of the interest, the period of its placement and other parameters for products, within the conditions approved by the Board of Directors on the maximum amounts and terms of deposits, as well as on the maximum values of interest rates on deposits (except for interbank deposits).

The authorized body of the Bank has the right to delegate its powers to establish/change of individual interest rates and other conditions for deposits of legal entities (except for legal entities associated with the Bank by special relations) within the limits in accordance with Appendix No. 1 to these Rules, to the responsible department of the Bank represented by its director in accordance with the internal documents of the Bank.

When establishing of individual interest rates, market conditions, the requirements of prudential standards, the Bank's liquidity and the possible profitability of placing financial resources, as well as the requirements of Article 40 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" are taken into account.

- 32. Interest rates (nominal and annual effective) on deposits of individuals and legal entities are indicated in the bank deposit agreement.
- 33. The Bank performs currency conversion on the basis of a duly completed application submitted by the Client through the Internet Banking System, in hard copy at the Bank's exchange rate in effect at the time the application or application is submitted to the Bank, unless other conditions are agreed between the Parties.
- 34. The Bank has the right to provide the Client with an individual exchange rate for a foreign exchange transaction, agreed in advance by telephone and other communication channels (Bloomberg, Eikon messenger, e-mail, etc.). To establish an individual exchange rate, the Client, prior to submitting an application, must contact the Bank by phone recording the negotiations by the Parties, or other communication channels, agree on the essential conditions of a currency exchange transaction (amount, currency, individual exchange rate, terms) (application).
- 35. The Client is obliged to submit to the Bank a properly executed application indicating the conditions of the application agreed with the Bank by the end of the bank's operating day. The parties undertake to comply with the terms of each application after its approval through the communication channels specified in clause 33 of the Rules. The Client and the Bank agree and confirm that the recording of telephone conversations and / or a printout from other means of communication can be used as evidence in the event of disputes or disagreements on the concluded transaction.

3. General conditions for conducting Credit Products Transactions

36. The Bank provides loans (credits) / credit lines to Clients - legal entities on the terms of urgency, repayment and payment in accordance with the requirements of the Bank's internal credit policy approved by the authorized bodies of the Bank.

- 37. When considering the Client's application for a loan (credit) / opening of credit line and when concluding an agreement on the provision of financing, the Bank requires the Client to receive a package of documents stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
- 38. A prerequisite for concluding an agreement on the provision of financing is the written consent of the Borrower to provide the Bank with information about it and the transaction (credit transaction) to the database of credit bureaus, as well as information related to the fulfillment by the parties of their obligations.
- 39. General requirements for collateral are established by the Bank's collateral policy. The decision on the acceptability of the accepted security for the Bank in each specific case is taken by the authorized body of the Bank.
- 40. The Bank offers the following loan products for Borrowers legal entities, both in national and foreign currencies (at the same time, the main types of foreign currencies for lending purposes are tenge, US dollar, Chinese yuan, but not limited to) with a fixed or floating interest rate for a period of up to 1 year (short-term) and over 1 year (long-term) for:
- 1) working capital;
- 2) investment and capital expenditure (CAPEX), such as construction, the purchase of fixed assets, etc., including those related to business expansion and the development of new directions (including syndicated lending);
- 3) trade finance products import / standby letters of credit, confirmation / discounting of letters of credit, guarantees / counter-guarantees, etc.;
- 4) factoring operations;
- 5) purchase of debt securities;
- 6) other purposes in accordance with the crdit policy;
- 41. The Bank is also entitled to sell property pledged by the Borrowers in the manner prescribed by the legislation of the Republic of Kazakhstan.
- 42. For the use of loans (credits) a fee is charged. Specific interest rates (nominal and annual effective interest rates AEIR) are established in Bank Credit line agreements or loan agreements or loan application by decision of the authorized bodies of the Bank, depending on the currency, amount and term of the loan, type of collateral, status of a Borrower, credit rating (if any) and the credit history of the Client and others factors in accordance with lending conditions, within the conditions approved by the Board of Directors on the maximum amounts and terms of loans granted, as well as on the maximum values of interest rates I loans (excluding interbank loans).
- 43. For the services associated with the provision of loans (credits) / credit lines, the Bank may also establish and charge other payments (commissions), which are taken into account, inter alia, when calculating AEIR (if such payments (commissions) are subject to accounting when calculating AEIR) and indicated in Bank loan agreements.
- 44. The Bank provides financing in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Bank's internal requirements on the basis of analysis of the requested information, after obtaining approval of the Bank's Authorized body and approval of acceptable documentation, provided that there are no negative changes in the financial position of the Borrower or its shareholders or



subsidiaries, as well as other factors determined by the Bank's internal regulatory documents.

4. Conditions of payment of interest on Deposits and Loans

- 45. For the calculation of interest on deposits of legal entities and individuals, a conditional year equal to 365 calendar days is accepted. In this case, the actual term of the deposit in the savings account is taken into account, taking into account additional contributions and withdrawal of their parts (if such is allowed by the terms of the contract and / or took place).
- 46. When setting the interest rate on deposits, the Bank may use both a fixed and a floating interest rate.
- 47. Payment of interest on a deposit can be made depending on the conditions of the deposit on a one-time basis (upon return of the deposit) or at a certain frequency (monthly, quarterly, annually, etc.) by crediting to the depositor's current account opened with the Bank or another bank (in depending on the terms of the contract), by crediting to a savings account as a contribution (capitalization).
- 48. During the term of the deposit, the interest rate on it may be changed by the Bank:
- in case of early demand for a deposit or part thereof to the rate established by the Bank's Tariffs for early demand deposits of the corresponding type (in terms of time, currency) at the date of such demand. In this case, unless otherwise provided by the bank deposit agreement, the interest on the deposit at such a changed interest rate is recalculated for the entire period of the deposit;
- 2) when prolonging the validity of a bank deposit agreement at the rate established by the Bank's Tariffs for deposits of the appropriate type (by term, currency) at the date of such extension (if provided by the terms of the product or agreement);
- 3) upon changing the conditions, the value of which determines the amount of interest established for the deposit, at the rate determined on the basis of the new value of such conditions and the conditions of the bank deposit agreement.
- 49. Terms of payment of interest on Deposits:
- 1) on demand deposits: interest is paid once a year based on 365 calendar days a year withholding tax at the source of payments (where applicable);
- 2) on term deposits: interest is paid at the expiration of the deposit for the actual deposit period at the rate of 365 calendar days a year withholding tax at the source (where applicable);
- 3) on conditional deposits: interest is paid in accordance with the terms of a bank deposit agreement / escrow-account agreement at the rate of 365 calendar days a year withholding tax at the source (where applicable).
- 50. **Compensation for using a loan** is calculated based on the number of days in a year equal to 360 calendar days for loans in US dollars and 365 calendar days for loans in national currency, based on the actual number of days of using the loan amount.
- 51. The procedure and conditions for the payment of remuneration may differ from those specified in this paragraph of the Rules when concluding contracts on individual terms, as well as within the framework of non-standard products offered by the Bank.

In such cases, the procedure and conditions for the payment of remuneration are determined by the agreements to be received.

- 52. When setting interest rates on loans, the Bank is guided by the cost of borrowed resources, the level of rates on the credit market, the size of the base rate of the National Bank of the Republic of Kazakhstan, SOFR rates, financial market conditions and other significant pricing factors. When calculating the interest spread on floating interest rates, the Bank takes into account the costs associated with issuing a loan, including administrative expenses, the rate of minimum reserve requirements, the costs of creating special provisions (reserves), the costs of paying taxes and other obligatory payments to the budget, and expected profitability to receive.
- 53. Terms of payment of interest on the Loans:
- interest on loans is accrued on a daily basis and calculated on the basis of a year of 360 calendar days for the Loans in US dollars and 365 calendar days for the Loans in national currency, and the actual number of days passed;
- 2) during the whole period until the loan (or any part of it) remains outstanding, loan interest is paid on the last business day of each calendar month, starting from the date of loan granting, and if the repayment date is earlier, then on that repayment date. Any changes or deviations from these standard conditions for payment of interest are negotiated individually in each Bank loan agreement between the Borrower and the Bank.

5. Limit amounts and terms of accepted Deposits and granted Loans

- 54. The maximum loan/ credit line amount for one Borrower is determined by the Bank in accordance with the legislation of the Republic of Kazakhstan, normative legal acts of the National Bank of the Republic of Kazakhstan on normative values of prudential ratios, on the maximum risk per borrower, on the risk management and internal control system in second-tier banks, internal regulatory documents of the Bank .
- 55. The maximum deposit amount is determined by the Bank depending on the term and currency of the deposit, other terms of the transaction and in accordance with the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank.
- 56. The maximum amounts and terms of accepted Deposits and granted Loans / credit line are indicated in Appendix No. 1 and No. 2 to these Rules.
- 57. By decision of the authorized body of the Bank, within its competence, the Client (categories of the client, subject to the criteria / conditions approved by the authorized body of the Bank), individual amounts and terms (tariff applicable to a specific client / group of clients) may be set within the limit amounts and terms approved by the Board of Directors of the Bank in accordance with Appendix No. 1 and No. 2 to these Rules.

The authorized body of the Bank has the right to delegate its powers to establish/change the individual terms (amount, tenor and others) for deposits of legal entities (except for legal entities associated with the Bank by special relations),

within the limits in accordance with Appendix No. 1 to these Rules, to the responsible department of the Bank represented by its director in accordance with the internal documents of the Bank.

When establishing individual terms, market conditions, the requirements of prudential standards, the Bank's liquidity and the possible profitability of placing financial resources, as well as the requirements of Article 40 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" are taken into account.

6. Limit rates for interest on Deposits and Loans

- 58. The Bank does not provide Loans at an interest rate below the interest rate of attracted funding (deposits, loans and other liabilities).
- 59. The upper limit of the Loan interest rate is determined by market conditions, as well as the risks underlying the proposed loan terms, loan currency and assessment of the financial condition of the Borrower and other factors stipulated by the Bank's internal regulatory documents.
- 60. The lower limit of the Loan interest rate is calculated taking into account the Bank's expenses on raising funds and ensuring the functioning of the Bank, including possible operating expenses of the Bank.
- 61. The Bank sets maximum limits on interest rates on deposits based on a decision of the Board of Directors of Kazakhstan Deposit Guarantee Fund JSC on maximum recommended interest rates on deposits in national and foreign currencies.
- 62. The Bank establishes the limit value of the AEIR for bank loans, taking into account the requirements of the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated 12.24.2012 No. 377 (the limit value of the AEIR is 56% for unsecured loans and 40% for secured loans).
- 63. Interest rates on Credits and Deposits are set within the limits of the minimum and maximum values approved by the Board of Directors specified in Appendix No. 1 and No. 2 to these Rules.
- 64. By decision of the authorized body of the Bank, within its competence, the Client (categories of the client, subject to the criteria / conditions approved by the authorized body of the Bank), individual interest rates (tariff applicable to a specific client / group of clients) may be set within the limit interest rates approved the Board of Directors of the Bank, in accordance with Appendix No. 1 and No. 2 to these Rules.

The authorized body of the Bank has the right to delegate its powers to establish/change of individual interest rates for deposits of legal entities (except for legal entities associated with the Bank by special relations) within the limits specified in Appendix No. 1 to these Rules, to the responsible department of the Bank represented by its director in accordance with the internal documents of the Bank.

When establishing individual interest rates, market conditions, the requirements of prudential standards, the Bank's liquidity and the possible profitability of placing financial resources, as well as the requirements of Article 40 of the Law of the

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Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" are taken into account.

7. General conditions for conducting operations under Bank guarantees and documentary Letters of credit

- 65. The Bank provides services for the issuance, servicing, advising of Letters of Credit and Bank Guarantees, including import and export transactions of Clients.
- 66. Issue, maintenance and advising of letters of credit, as well as Bank guarantees are carried out in tenge and foreign currency.
- 67. The Bank performs operations on letters of credit and Bank guarantees in accordance with the unified rules published by the International Chamber of Commerce, France, Paris, the current legislation of the Republic of Kazakhstan, internal regulatory documents of the Bank and on the basis of the concluded contract (s) containing the terms of the letter of credit or guarantee service.
- 68. For services related to operations with documentary Letters of Credit and Bank Guarantees, the Bank charges fees to the Client in accordance with the Bank's current Tariffs or specified in the relevant agreements.
- 69. The Bank provides the following types of banking operations under Letters of Credit:
- 1) Letter of credit issuance issuing a letter of credit at the request of the applicant or on his own behalf;
- 2) confirmation of the Letter of Credit acceptance by the bank of an additional obligation, in addition to the obligation of the Issuing Bank, to fulfill the payment obligation under the letter of credit or negotiate a duly executed presentation;
- Letter of credit advising the beneficiary is officially notified of the opening in his favor of a letter of credit received from the issuing bank servicing the counterparty (Applicant);
- 4) change in the terms of the Letter of Credit a change in the amount, terms, and / or other conditions of the letter of credit;
- 5) verification of documents under a Letter of Credit the process of checking documents against which payment is made under a letter of credit for their proper execution and compliance in accordance with the terms of the letter of credit;
- 6) payment under the Letter of Credit conducting a payment operation in favor of the Beneficiary;
- 7) cancellation (cancellation) of a letter of credit termination of the Bank's obligations under the issued letter of credit in connection with its full development, expiration or receipt of the Beneficiary's consent for cancellation before the expiration date.
- 8) processing and sending documents the process of processing documents and their further transfer to the Client or sending to the issuing Bank on the basis of acceptance.
- 9) advising clients on issues related to documentary letters of credit and bank guarantees and the provision of other related services.
- 70. Letters of credit are divided into:
- 1) Import Letters of Credit;
- 2) Export Letters of Credit;

- 3) Standby Letters of Credit.
- 71. By the degree of security, Letters of Credit are divided into:
- 1) covered Letters of Credit issued under cash collateral;
- 2) uncovered Letters of Credit issued under a loan agreement.
- 72. Bank guarantees are divided into:
- 1) tender guarantees;
- 2) advance payment guarantee;
- 3) payment guarantees (under the contract);
- 4) guarantees of fulfillment of obligations (post-tender, under contract, in favor of the customs authorities);
- 5) counter guarantees;
- 6) and other types of Bank guarantees.
- 73. According to the degree of security, guarantees are divided into:
- 1) covered guarantees issued against cash security;
- 2) unsecured guarantees issued under the counter-security of a foreign or other bank, other loan agreement or without security.
- 74. The Bank provides the following types of banking operations for guarantees:
- 1) guarantee issuance the Bank assumes obligations on behalf of the Client (Principal) or on behalf of another bank, including a foreign bank (counter-guarantor) under the conditions specified in the guarantee obligation;
- 2) guarantee advising transferring to the Beneficiary the received guarantee from the bank servicing the counterparty (Principal);
- change in the conditions of the guarantee a change in the amount, terms, conditions for the occurrence of obligations under the guarantee and other conditions of the guarantee obligation;
- making payments under the guarantee according to the submitted requirements making payments by the Bank at its own expense in favor of the beneficiary on the basis of his demand or application of the Principal, with subsequent repayment of receivables by the Principal;
- 5) cancellation (write-off) of a guarantee termination of the Bank's obligations under the issued guarantee in connection with the expiration of the period specified in it, the onset of the conditions specified in the text of the guarantee, or the provision of the original guarantee and other cases in accordance with the legislation of the Republic of Kazakhstan.
- 6) other services.
- 75. Bank guarantees and letters of credit are provided in favor and on behalf of residents and non-residents of the Republic of Kazakhstan in national and (or) foreign currency.
- 76. To receive Bank guarantees and letters of credit, the Client provides a package of documents approved by the Bank's internal regulatory documents.

8. General conditions for conducting transactions on payment cards

77. The Bank issues and maintains registered and unnamed payment cards of the China Union Pay system with maintaining an account in the national currency tenge.

- 78. This card allows Clients to perform the following types of operations:
- 1) card replenishment;
- 2) cash withdrawal through the Bank's cash desk, ATMs of other banks;
- 3) transfers not related to entrepreneurial activity;
- 4) payment for goods and services.
- 79. The card can be used both in Kazakhstan, China and in other countries if the logo of the China Union Pay system is available on the ATM / POS terminal.
- 80. The list of documents for issuing a card is provided in accordance with the Bank's internal regulatory documents.
- 81. Procedures carried out by the Bank on these cards:
- 1) card issuance;
- 2) card issue;
- 3) payment of money to an account tied to a card;
- 4) cash withdrawal through an ATM;
- 5) card replacement in case of damage;
- 6) lock and unlock the card;
- 7) replacement of a lost card;
- 8) card closure without account closure;
- 9) card closure with account closure;
- 10) reset, password change, resetting the password counter on the card;
- 11) SMS notification of transactions
- 82. The commission on operations with payment cards is charged in accordance with the approved tariffs of the Bank.

9. General conditions for conducting operations in the Internet banking system

- 83. The Bank provides Clients with remote banking services, with the possibility of making cashless payments and managing their bank accounts in remote access mode and in real time using the Internet banking system.
- 84. Connection to the service through Internet banking is made after the Client has contacted the Bank with a statement about connecting to the service. The information specified in the application must be valid on the date of application with the Bank.
- 85. Using the Internet banking system, Bank Clients can:
- 1) make payments in national currency;
- 2) make payments in foreign currency;
- 3) keep an archive of payment documents transmitted to the Bank, Bank statements;
- 4) track the current state of accounts and account balances online;
- 5) exchange information with the Bank in a secure manner.
- 6) convert online.
- 86. Account number, username, password are used to determine the Client's identification number. The use of the above identifiers in electronic transactions serves as legal proof of the use of the Bank's Internet banking services.

- 87. Payment orders via Internet banking should be carried out only from accounts intended for this transaction. Clients are required to strictly comply with all relevant laws and regulations related to payment transactions.
- 88. The fee for issuing the token necessary to receive services through the Internet banking system is charged from the Client in accordance with the approved tariffs of the Bank. The Client is required to use it during the validity period. If the token expires, the token is damaged or blocked, etc., the Client must promptly inform about it, apply for a new token.
- 89. When changing the information about the Client provided during registration, or refusing the Internet banking service, the Client should contact the Bank by filling out the relevant documents in the form of the Bank.
- 90. The Bank shall suspend or terminate the provision of the Internet Banking service to the Client in the event of:
- 1) violation by the Client of the procedure and conditions for obtaining electronic banking services provided for in the agreement;
- 2) malfunctions of technical means that ensure the provision of electronic banking services;
- 3) on other grounds provided for by the laws on banks and banking, on payments and payment systems, on AML, the Civil Code of the Republic of Kazakhstan (Special Part) dated December 27, 1994 and the agreement.
- 91. After updating the functions and rules for conducting operations in Internet banking, the Bank informs the Clients about this by posting information on the official website or by amending the guidelines for using Internet banking.
- 92. Settlement of disputes arising from the use of the Internet banking service is carried out in accordance with the current legislation of the Republic of Kazakhstan, the contract for the use of Internet banking and these Rules.

10. General conditions for other banking and other operations

93. In addition to the above operations, the Bank is entitled to carry out other banking operations in accordance with the License, the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank:

1) Bank operations:

- a) cash operations: receiving and issuing cash, including exchanging, exchanging, counting, sorting, packing and storing it;
- b) transfer operations: execution of orders of individuals and legal entities on payments and money transfers;
- c) accounting operations: accounting (discount) of bills and other debt obligations of individuals and legal entities;
- d) organization of exchange operations with foreign currency, including the organization of exchange operations with cash foreign currency;
- e) acceptance for collection of payment documents (with the exception of bills);

2) other operations provided for by banking legislation:

- a) leasing activities;
- b) issue of own securities (excluding shares);

- c) factoring operations: acquisition of rights to demand payment from the buyer of goods (works, services) with the adoption of the risk of non-payment;
- d) forfeiting operations (forfeiting): payment of a debt obligation of a buyer of goods (work, services) by purchasing a bill of exchange without turnover to the seller.
- 94. The specific conditions for the Bank to carry out the operations specified in this chapter are established in the internal documents of the Bank, as well as specific agreements concluded with the Clients.

11. Requirements for collateral accepted by the Bank

95. The requirements for collateral accepted by the Bank are governed by the Bank's collateral policy.

12. Limit values of rates and tariffs for banking operations

- 96. For operations, the Bank charges fees and commissions from Clients in accordance with the Bank's current tariffs, which are set by the Bank independently in accordance with the Bank's tariff policy, taking into account the norms and restrictions of the law within the Limits (lower and upper limits) of rates and tariffs for banking operations specified in Appendix No. 3, No. 4 and No. 5 to these Rules.
- 97. The Bank independently sets rates and tariffs for banking operations, taking into account the restrictions established by the laws of the Republic of Kazakhstan, and is approved by the Board of Directors of the Bank.
- 98. By decision of the authorized body of the Bank, within its competence to the client (categories of the client, subject to the criteria / conditions approved by the authorized body of the bank), individual tariffs (the tariff applicable to a specific client / group of clients) may be set within the limit rates and tariffs approved Board of Directors of the Bank.

The authorized body of the Bank has the right to delegate its powers to establish and cancellation of individual tariffs for legal entities (except for legal entities associated with the Bank by special relations) within the limit rates and tariffs approved by Board of Directors of the Bank, to the supervising official person of the responsible division of the Bank in accordance with the internal documents of the Bank.

When establishing individual tariffs, the profitability of the client (current or potential), the use by the client of the various products and services of the Bank, its affiliation with the Bank's current clients, as well as the requirements of Article 40 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" are taken into account.

- 99. Information on rates and tariffs for banking and other services is available on the Bank's website www.icbcalmaty.kz, as well as in the operating room of the Bank.
- 100. Placed rates and tariffs for banking and other services maintain an up-to-date mode with information on the date of changes to existing rates and tariffs, numbers of the internal document and the body that adopted these changes.

- 101. Any notifications of changes in the Bank's tariffs are considered to be written and received by the Client, if such notifications of changes in tariffs are posted on the Bank's website, unless otherwise provided by the contract.
- 102.A client who has applied to the Bank for a service guarantees payment for the Bank's services, as well as compensation for all expenses incurred by the Bank in connection with the execution of the instructions / instructions of the Client, in the amounts and on the conditions stipulated by the Bank's tariffs effective on the date the Bank provides services and other contracts. Payment for services is made either by bank transfer by bank details, or through the Bank's cash desk in cash, or by direct debiting of the Client's bank accounts with the Bank in accordance with these Rules.

13. Deadlines for deciding on the provision of banking services

- 103. The Bank sets deadlines for considering the Application (if necessary, submitting an Application) and deciding on the provision of banking services for each type of banking service (Appendix No. 3, No. 4 and No. 5 to these Rules), provided that the Client provides a full package of documents provided for by the Legislation and Bank internal documents.
- 104.In cases where the Bank requires additional verification of documents and information submitted by the Client, confirmation of information or approval by third parties or other officials and entities, as well as if the Client requests non-standard banking services that require additional time to study submitted documents, internal coordination and approval by the authorized bodies of the Bank, as well as the preparation of the necessary preliminary documents, the Bank is entitled to set a longer time period for consideration of the application and decision-making on the provision of banking services, in accordance with Appendix No. 3, No. 4 and No. 5 to these Rules, which is notified to the Client in writing.

14. The procedure for considering complaints from client arising in the process of providing banking services

- 105. Clients' appeals are considered in the manner prescribed by the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank.
- 106. The Bank carries out work with the following requests of Clients:
- 1) written letters received on purpose, by post, to e-mail and the Internet resource of the Bank;
- 2) verbal requests received by phone with the consent of the Client when there is a recording of the conversation and when the Client directly visited the Bank.
- 107. An appeal may be made through a representative of an individual or legal entity. Registration of the representative office is carried out in the manner prescribed by the civil legislation of the Republic of Kazakhstan.
- 108. In case of receiving an appeal addressed to the Bank's official or responsible person, whose competence does not include resolving the issues raised in the circulation, no later than three working days from the day of its receipt, the Bank informs the Client about the need to contact the relevant entity in writing.

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- 109.Applications received via the Bank's Internet resource, telephone and other communication channels (Bloomberg, Eikon messenger, e-mail and others) are registered in the manner prescribed by the Bank's internal documents. Recording of telephone conversations with the client is made with his consent upon notification of this at the beginning of the conversation. The client's continuation of a telephone call after notification of the recording of the telephone conversation means the client's consent to such recording, as well as consent that the recording of the telephone conversation can be used as evidence in court proceedings, disputes and / or to resolve any disagreements between the Bank and the Client.
- 110. Appeals received by the Bank orally (by phone or during a personal visit by the Client) are considered immediately and, if there is such a possibility, then an answer to the client's oral appeal is provided immediately. If the oral appeal cannot be resolved immediately, it is set forth by the Client in writing and work is carried out with him as a written appeal. The Bank informs the Client about the necessary procedures for receiving an answer and the terms for considering such requests.
- 111. The Client's appeal, for the consideration of which is not required to receive information from other entities, their officials or to check on the spot, is considered within fifteen calendar days from the date of receipt by the Bank.
- 112. The Client's appeal, for consideration of which it is required to obtain information from other entities, their officials or to check on the spot, is examined and a decision is made within thirty calendar days from the date of receipt by the Bank.
- 113. If necessary, additional study or verification, the review period is extended by no more than thirty calendar days, as reported to the Client within three calendar days from the date of extension of the review period.
- 114. A written response to the Client about the results of the consideration of the appeal is given in the state language or the language of the appeal and contains reasonable and motivated arguments for each request made by the Client, request, petition, recommendation and other question with reference to the relevant requirements of the legislation of the Republic of Kazakhstan, internal documents of the bank, agreements having attitude to the issue under consideration, as well as the actual circumstances of the issue under consideration, with an explanation of his right to appeal against the decision eniya.
- 115. A response to a written request received by post or purposely delivered to the Client shall be made by registered mail with a notification to the address indicated in the Client's address or by hand in handwritten receipt when the Client arrives at the Bank, as noted in the registration journal written appeals.
- 116. Bank officials conduct personal meetings with individuals and legal entities at least once a month in accordance with the reception schedule approved by the Chairman of the Bank's Management Board.
- 117. Reception is held at the place of work on the days and hours set and communicated to the Clients.
- 118. If the appeal cannot be resolved by the Bank official at the time of reception, it is set forth by the Client in writing and work is carried out with him as a written appeal.
- 119.In case of questions, Clients can contact the Bank in the following ways:
- 1) through Bank call center:
- For general issues 8 (727) 2377085

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Credit products 8 (727) 35-74-327, 8 (727) 23-77-093 Internet banking and payment cards 8 (727) 23-77 080 Operational services for legal entities 8 (727) 23-77-083 Operational services for individuals 8 (727) 23-77-073 (071) Treasury operations 8 (727) 23-77-059

- 2) written appeal.
- 120. Additionally, Bank Clients can leave feedback and suggestions in the Complaints and Suggestions Book located in the Operating Room of the Bank.

15. Rights and obligations of the Bank and its Client, their responsibility

§1. Rights and obligations of the Client

- 121. The client has the right:
- 1) receive from the Bank information specified by these Rules, as well as information related to the fulfillment of its obligations in the manner prescribed by the relevant agreement (agreement) and the legislation of the Republic of Kazakhstan;
- 2) require the Bank to provide information on possible risks associated with the implementation of a banking operation.
- 122. The Client enjoys other rights stipulated by the legislation of the Republic of Kazakhstan and the agreements concluded between the Bank and the Client.
- 123.Client is required to:
- 1) comply with the terms of the contract concluded with the Bank and bears other obligations stipulated by the legislation of the Republic of Kazakhstan;
- 2) within the deadlines established by the Bank, provide information at the request of the Bank in accordance with the legislation on AML / CFT.

§2. Rights and obligations of the Bank

- 124. The Bank has the right, subject to the requirements of the legislation of the Republic of Kazakhstan:
- 1) independently set interest rates, as well as tariffs (commission fees) for the provision of banking services, taking into account the restrictions established by the laws of the Republic of Kazakhstan;
- 2) independently determine the internal procedures for banking operations;
- 3) independently determine the list of documents required from the client for banking operations;
- 4) withdraw money from Client accounts without their consent if there are documents confirming the falsification of payment documents, as well as when the fact of their transfer being erroneous is established;
- 5) refuse to provide banking services on the grounds provided for by the laws of the Republic of Kazakhstan and / or internal documents of the Bank.
- 6) on the grounds provided for by the legislative acts of the Republic of Kazakhstan, refuse to provide services to Clients performing transactions, including payments and



money transfers, which may adversely affect the Bank's activities, including operations related to the values created and recorded in a decentralized information system using cryptography means and (or) computer calculations that are not financial instruments or financial instruments in accordance with the civil legislation of the Republic of Kazakhstan bubbled assets, and do not contain the right to claim to anyone;

- 7) the Bank is entitled to take any actions that are not contrary to law to protect its own rights and interests that are infringed or violated as a result of non-fulfillment or improper fulfillment by the Client of obligations under agreements (agreements), without the need for prior notification of the Client. At the same time, the Client pays for all related expenses of the Bank, including without limitation administrative, legal and legal expenses.
- 125. The Bank enjoys other rights provided for by the legislation of the Republic of Kazakhstan and the agreements concluded between the Bank and the Client.
- 126.The bank is obliged:
- 1) to inform Clients about operations carried out by the Bank;
- 2) to guarantee secrecy in the operations and accounts of its Clients, with the exception of cases provided for by the laws of the Republic of Kazakhstan;
- 3) comply with the terms of contracts concluded with Clients.
- 127. The Bank has other obligations stipulated by the legislation of the Republic of Kazakhstan.

§3. Responsibility of the Client and the Bank

- 128. The Client and the Bank are liable in accordance with the legislation of the Republic of Kazakhstan and the agreements concluded between the Bank and the Client.
- 129. The client is also responsible for the accuracy of the information and documents provided to receive banking services.
- 130. In case of non-fulfillment and / or improper fulfillment of obligations under the agreement between the Bank and the Client, the guilty party shall compensate the other party for the losses incurred, unless otherwise provided by the agreement.
- 131.Contracts between the Bank and the Client are concluded on the basis of standard forms approved by the Bank.
- 132.Changes to the agreements concluded between the Bank and the Client are made only by agreement of the parties, unless otherwise provided by the terms of the relevant agreement, the requirements of the legislation of the Republic of Kazakhstan.
- 133. The Bank and the Client are obliged to comply with the terms of the concluded agreements and fulfill the obligations assigned to them by their terms. For failure to perform or improper performance of obligations stipulated by the agreements, the Bank and the Client shall be liable under the laws of the Republic of Kazakhstan and the terms of the relevant agreements.
- 134. The contracts may provide for conditions that exclude or limit the liability of the parties, for example, force majeure circumstances (force majeure), lack of fault,

16. Regulation on working with clients

- 135. The procedure for considering applications for the provision of banking services for each type of banking operation is regulated by the Bank's internal regulatory documents.
- 136. When the Client applies to the Bank in order to obtain banking services, the Bank employee, upon request of the Client, provides him with these Rules approved by the Board of Directors of the Bank for review.
- 137. When providing banking services, the Bank:
- 1) Prior to the provision of any banking service or product to the Client, the Bank shall carry out the mandatory verification procedures of the Client in accordance with the Bank's internal regulatory documents and the requirements of the Republic of Kazakhstan AML / CFT legislation
- 2) Prior to concluding an agreement on the provision of banking services, it provides the Client with:
- a) information on rates and tariffs, the timing of decisions on the application for the provision of banking services (if necessary, the application);
- b) information on the conditions for the provision of banking services and a list of necessary documents for concluding an agreement on the provision of banking services;
- c) information on the responsibility and possible risks of the Client in case of failure to fulfill obligations under an agreement on the provision of banking services;
- d) consultation on issues arising from the Client;
- e) at the request of the Client a draft of the relevant agreement on the provision of banking services;
- f) information on the provision of banking services subject to the receipt of an additional financial service and on other agreements that will be concluded by the client in connection with the receipt of an additional financial service, including information on the presence of additional costs;
- 3) within the established time period, considers an application for the provision of banking services (if necessary, submit an application);
- 4) prior to signing the agreement on the provision of banking services, provides the Client with the necessary time to familiarize himself with its terms;
- 5) informs the Client about his right of appeal to the Bank, to the banking ombudsman, in case of disputes regarding the received banking service to the Bank, the Authorized body or the court.
- 6) informs the client about his right to appeal in the event of controversial situations regarding the banking service received to the bank, to the banking ombudsman (for mortgage loans), to an authorized body or to the court. For these purposes, the client is provided with information about the location, postal, email addresses and Internet resources of the bank, the banking ombudsman and the authorized body; For these purposes, the Client is provided with:

Bank Contact Information:



"Industrial and Commercial Bank of China in Almaty" JSC

Legal address: 050046, Almaty, Abay Ave. / corner of Turgut Ozal street, No. 150/230, 846, block 7.

Phones: 8 (727) 2-377-085; Fax: 8 (727) 2-377-070

E-mail: office@kz.icbc.com.cn; Web site: www.icbcalmaty.kz

Contact information of the banking ombudsman:

Actual address: Republic of Kazakhstan, A05H8F4, Almaty, N. Nazarbaev Ave., 175, of. 302 (corner of Kurmangazy street) Phones: +7 (727) 261-22-16, +7 (727) 983-30-16, +7 (708) 983-30-16 E-mail: office@bank-ombudsman.kz Website: www.bank-ombudsman.kz Skype: bank omb

Contact information of the authorized body:

Agency of the Republic of Kazakhstan for regulation and development of the financial market;

Address: Almaty city, Koktem-3 microdistrict, building 21 Call-center phone +7 727 237 1000, 1459 (from a landline number)

General dialing phone + 7727 237 1111

Office phone +7 727 237 1241 Office fax +7 727 244 0282 E-mail: by the online at the web-site of Agency

Website: www.gov.kz/memleket/entities/ardfm/activities/population?lang=ru

- 7) upon request, informs the Client about the sources of placement of financial statements and other information of the Bank;
- 8) ensures confidentiality of information provided by the Client;
- 138. If the bank offers the client an additional financial service for a fee, the bank, before concluding a bank loan agreement, obtains the client's consent to provide him with such a service, including the conclusion of other agreements related to receiving an additional financial service and draws up a corresponding application for the provision of an additional financial service.

The application for the provision of additional financial services shall contain information on:

- a) the content of the additional financial service(s), the cost of the additional financial service(s) offered by the bank and (or) a third party for a fee, and the client's ability to agree or refuse to provide such additional service(s) to him/her for a fee;
- b) the ability of the client to agree or refuse to include additional costs arising from the provision of additional financial services directly related to obtaining and servicing a bank loan in the amount of a bank loan, or to pay them independently.

17. Final provisions

- 139. These Rules shall enter into force upon their approval by the Board of Directors of the Bank.
- 140. From the date of approval of these Rules, the "Rules on the General conditions for conducting banking operations of "Industrial and Commercial Bank of China in Almaty" JSC, as approved by the Board of Directors (Minutes No. 6 dated August 8, 2023), have become invalid.
- 141. The compliance and internal control Department and the Legal Department, according to the internal distribution of legislation monitoring, are responsible for the timely provision of amendments and additions to the legislation of the Republic of Kazakhstan and regulatory acts of the regulator to the attention of interested divisions / bodies of the Bank
- 142.The business owner of the Rules is the Compliance and internal control Department. Responsibility for non-fulfillment and/or improper execution of the Rules entrusted to heads of structural departments of the Bank.
- 143. The business owner of the document is responsible for initiating of orders to the responsible departments owners of business process to insert of amendments to the Rules in accordance with the updated requirements of the regulatory legal acts of the regulator and the legislation of the Republic of Kazakhstan.
- 144.Issues not regulated by these Rules shall be resolved in accordance with the legislation of the Republic of Kazakhstan and / or internal documents of the Bank.
- 145.If there are contradictions of these Rules to the requirements of the legislation of the Republic of Kazakhstan, as well as to the extent not regulated by these Rules, the Bank shall be guided by the current legislation of the Republic of Kazakhstan.
- 146.In the event of a conflict between the provisions of these Rules / internal documents of the Bank and the terms of concluded agreements, priority is given to the terms of concluded agreements.