AGREEMENT, ISSUANCE, USE AND REDEMPTION ELECTRONIC MONEY JSC "NURBANK" (PUBLIC OFFER)

This Offer contains the terms and conditions for the conclusion of the Agreement for the Issuance, Use and Redemption of Electronic Money of Nurbank JSC within the framework of the electronic money system "OSON wallet KZ" (hereinafter referred to as the "Offer" and/or the "Agreement").

The performance of the actions specified in this Offer is a confirmation of the consent of an individual to conclude the Agreement on the terms, in the manner and to the extent set forth in this Offer.

The text of the Offer set out below is an official public offer of Nurbank JSC addressed to individuals to conclude the Agreement in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan. The Agreement is considered concluded and becomes effective from the moment an individual performs the actions provided for in this Offer and means the full and unconditional acceptance by an individual of all the terms of this Offer without any exceptions or restrictions on the terms of accession.

Terms and definitions:

Subscriber Number – a mobile phone number assigned to the Client by the mobile operator at the time of conclusion of the contract for the provision of cellular communication services between the Client and the mobile operator, which allows to unambiguously identify the Client in the accounting system of the mobile operator. The terms of the agreement on the provision of cellular communication services shall provide for the possibility of the Client to receive and process voice calls using the Subscriber number, as well as receiving and sending SMS messages.

Authorization shall mean the process of analysis and comparison of the Authentication Data entered by the Client, the results of which determine whether the Customer has the right to access the services of the System. Authorization shall be carried out by the System Operator using the System Operator's software and hardware.

Agent is a member of the System that purchases E-Money from the Bank and Customers for its subsequent sale to individuals on the basis of an agreement concluded with the Operator acting on behalf of the Bank.

Acceptance of the Offer is the acceptance by an individual of the terms of the Offer and the conclusion of the Agreement in the manner and to the extent set forth in the Offer.

Authentication Data shall mean the Client's unique name (user/login), password and/or PIN code used to access the System from the Internet and/or through the Terminal and/or through the mobile application and perform transactions within the Balance of the Client's E-Wallet. Authentication data shall be assigned to the Client at the time of the Client's registration in the System.

E-Wallet Balance – the amount of the Bank's obligations to the Customer, within which the Customer has the right to submit a claim to the Bank to make Payments using E-Money in favour of the Payee. The E-Wallet balance is formed at the expense of the money previously deposited by the Customer in favour of the Bank for the purpose of purchasing E-Money.

Bank – Nurbank JSC, which issues and redeems Electronic Money and undertakes to ensure settlements on Payments made by Customers using them within the framework of the electronic money system "OSON wallet KZ", in connection with the Bank's membership in the System. The Bank is the issuer of Electronic Money.

Issuance of electronic money – an operation providing for the issuance of electronic money by the Bank to individuals – Customers and/or Agents by exchanging for an amount of money equal in their nominal value.

Money is a monetary unit – tenge, which is a legal tender that must be accepted at face value throughout the territory of the Republic of Kazakhstan, payments using which are made in the form of cash and non-cash payments.

Agreement shall mean the text of this Offer with Appendices and Addenda, which are an integral part of this Offer.

Use of Electronic Money – transfer of Electronic Money within the System by its owner – Client/Agent to another Participant of the System for the purpose of making payments under civil law transactions and/or other operations related to the transfer of ownership of Electronic Money.

Client/User – an individual who has full legal capacity in accordance with the current legislation of the Republic of Kazakhstan, who has performed implicative actions aimed at concluding the Agreement by accepting the Offer, who has submitted a request to the Bank to issue E-Money and has access to the E-Wallet for its use in order to replenish the Balance of the Client's E-Wallet and/or make Payments using E-Money and/or redemption of Electronic Money, as well as having purchased Electronic Money from the Agent and thereby having the right of claim to the Bank to make Payments using them in the manner provided for by this Offer.

Implicative actions are the actions of a person expressing his consent/will to conclude the Agreement. Implicative actions necessary to conclude the Agreement on the terms of this Offer are established by the Offer.

Unauthorized issuance of Electronic Money is an operation providing for the issuance of electronic money to individuals by crediting Electronic Money to electronic wallets not by the Bank, but by another (third party) who has gained access to the System, for example, an attempt to forge the issuance of electronic money (without the knowledge of the Bank and without the Bank receiving money from Customers for the purchase of electronic money), all kinds of fraud or disruption of the functioning of the System.

Merchant is a legal entity and/or an individual entrepreneur who, under the terms of an agreement concluded with the Bank, accepts Electronic Money from Customers in exchange for goods/services received/provided, and who has the right to claim money against the Bank in the amount of the accepted payment. The Merchant is also the Recipient of payment under the terms of this Offer.

Personal data is information related to a specific or determined on the basis of a Client, recorded by the Bank on electronic, paper and (or) other tangible media, namely: Surname, Name and Patronymic (unless otherwise follows from the law or national custom) of the Client, details of his identity document, subscriber number, IIN, number of the Electronic wallet, as well as any other information that relates to a particular Client.

Payment is the performance by the Client of any of the following types of transactions:

- payment of the nominal value of the Electronic Money to the Bank/Agent at the time of its acquisition;
- presentation of Electronic Money for redemption by the Bank for the purpose of receiving money and/or exchanging it for non-cash money with its subsequent transfer in favor of the Payment Recipient;
- making payments for goods/services received/rendered using Electronic Money.

Electronic Money System Operator/System Operator/Operator – OSON payments LLP, a payment organization that ensures the functioning of the OSON wallet KZ electronic money system, including the collection, processing and transmission of information generated during transactions using electronic money, as well as determines the rules for the functioning of the electronic money system in accordance with the agreement concluded with the Bank - issuer (issuers) of electronic money;

Payee – a legal entity, individual entrepreneur and/or individual Client who has full right and legal capacity in accordance with the current legislation of the Republic of Kazakhstan, in favor of which the Client/Agent/Merchant makes a Payment using Electronic Money.

Rules – the Rules of the Electronic Money System "OSON wallet KZ", the internal rules of the System Operator, which describe the processes and procedure for the implementation/provision of the Service by the Bank to the Client in accordance with this Offer.

Redemption of electronic money is an operation carried out by the Issuing Bank on exchange of Electronic Money issued by it, presented to the Bank or subject to redemption in cases provided for by the legislation of the Republic of Kazakhstan, for an amount of money equal in its nominal value.

Order to make Payments using Electronic Money – a document in electronic form containing the Client's instruction to transfer Electronic Money to the Recipient of payment, the amount of the monetary claim and details of the document that is the basis for the receipt of money by the Recipient of payment, transmitted

using technical means through electronic communication channels, drawn up in accordance with the norms established by the legislation of the Republic of Kazakhstan.

Electronic Money System/System – the electronic money system "OSON wallet KZ", which is a set of software and hardware, documentation and organizational and technical measures that ensure the implementation of payments and other operations using Electronic Money through the interaction of the Electronic Money System Operator with the Bank and (or) electronic money holders;

Parties to the Agreement (Parties) – the Operator acting on behalf of the Bank and the Customer.

Tariffs of the Bank are commissions for the issuance and redemption of Electronic Money (including other fees for additional services) charged by the Bank in the amount posted on the Bank's website.

Terminal means software and hardware complexes of various types, including pos terminals (specialized Point Of Sale cash registers), stationary equipment, mobile handheld devices, portable terminals and cash registers, as well as a settlement web server for authorization of Transactions on the Internet (payment gateway).

Payment Acceptance Point shall mean subdivisions of the Bank and/or the Agent and/or the Merchant that accept payments with the participation of an authorized representative of the Bank and/or the Agent and/or the Merchant.

Service – a service provided by the Operator within the framework of this Offer to the Client, consisting in the organization and implementation of the issue, sale by the Agent to the Client, purchase from the Client, use and redemption of Electronic Money when making Payments. In terms of the sale of Electronic Money to the Owners of Electronic Money and the Purchase of Electronic Money from the Users, the Service on behalf of the Bank is provided by the Agents.

System Participants – Parties to the Agreement (Client and Bank/Operator), as well as other persons directly involved in the process of making Payments using Electronic Money, who, in accordance with the concluded agreement, have the right or obligation to transfer, accept, use, purchase or sell Electronic Money within the framework of the Electronic Money System "OSON wallet KZ".

Electronic receipt for the issuance of electronic money (electronic receipt) is an electronic document generated automatically in the form established by Appendix 1 to this Offer, placed in the interface of the Client's E-wallet when issuing E-Money, containing the mandatory details established by the legislation of the Republic of Kazakhstan, the content of which can also be found on the Operator's Internet resource.

Electronic Money is an unconditional and irrevocable monetary obligation of the Bank to the Client, stored in electronic form and used as a means of payment and payment of related expenses when making settlements in the System. Electronic Money issued under the Agreement is carried out by the Bank. Electronic Money issued under the Agreement can be used by the Client only when making Payments in favor of the Payment Recipient and paying related expenses.

Electronic Wallet "OSON wallet KZ"/Electronic Wallet is the Client's/Agent's account in the System, which provides, by means of a set of software and hardware (including, but not limited to: web-interface, mobile applications and applications for tablet computers, etc.), storage of the Client's/Agent's Electronic Money and/or access to:

- the Client to Electronic Money for the purpose of making Payments using them. The procedure for registering the Client's E-Wallet is determined by this offer. The Customer has the right to register no more than one E-wallet per Subscriber number at a time;
- Agent to E-Money in order to take actions to purchase E-Money from the Bank, redeem it, as well as sell E-Money to Users.

Identification is a procedure provided for by the Terms and Conditions, which consists in establishing the identity of the Client, in order to unambiguously confirm his rights to receive the Service in the personal presence of the Client and presentation of an identity document, or by remote identification based on information from available sources received from the operational center of the interbank money transfer system, or by simplified identification.

Internet resource of the Bank is an Internet resource located on the Internet at the e-mail address: www.nurbank.kz.

Operator's website — Internet is a resource located on the Internet at the e-mail address: www.oson.kz.

1. Subject of the Agreement

- 1.1. The subject of the Agreement concluded by the Client by joining this Offer through the performance of implicative actions provided for by this Offer is the provision of the Service by the Operator on behalf of the Bank to the Client under this Agreement.
- 1.2. In order for the Operator to properly provide the Service under the Agreement, the Client shall replenish the Balance of the E-Wallet in the maximum amount not exceeding the restrictions established by the legislation of the Republic of Kazakhstan and the Rules.
- 1.3. The result of the provision of the Service to the Client under this Offer will be:
- 1.3.1. issuance of Electronic Money by the Bank, and/or
- 1.3.2. the use of Electronic Money by the Client (performance of transactions), including restrictions on the use of Electronic Money;
- 1.3.3. redemption of Electronic Money by exchanging the Electronic Money issued by the Bank for an amount of money equal to its nominal value.

If the Customer fails to make Payments using E-Money during the term of the Agreement, the result of the Service provided to the Customer will be the issuance by the Bank/sale of E-Money by the Operator in favour of the Customer and its reflection on the E-Wallet Balance (minus the commission due to the Bank for the provision of services related to the issuance of E-Money in accordance with the Bank's Tariffs or due to the Operator for accepting cash through the terminal (in the case of collection thereof), in the amount of money deposited by the Customer in favor of the Operator acting on behalf of the Bank.

2. Procedure for the provision of Services. Procedure for Using Electronic Money

- 2.1. The Customer shall deposit money in favor of the Bank/Agent for the purpose of purchasing E-Money and replenishing the E-Wallet Balance in an amount not exceeding the limits established by the legislation of the Republic of Kazakhstan and the Rules by depositing money:
 - a) through the Agent's Terminal;
 - b) through the Payment Acceptance Point;
 - c) disposal of the Balance of another e-wallet;
- e) payment by bank card.

Confirmation of receipt by the Bank/Operator of the money deposited by the Client for the purchase of E-Money in accordance with this clause of the Agreement shall be the appearance/receipt by the Client of an electronic receipt in the interface of the Client's E-Wallet. In this case, E-Money shall be deemed to be issued by the Bank/sold by the Agent from the moment of reflection of information on the available amount of E-Money in the Client's E-Wallet. The provisions of this clause do not apply to cases of unauthorized issuance of electronic money.

- 2.2. From the moment of conclusion of the Agreement on the terms of this Offer and the Client's payment of money in favor of the Bank/Agent in accordance with clause 2.1. of this Offer, and receipt of E-Money by the Client, the Bank assumes an unconditional and irrevocable monetary obligation to repay the E-Money issued by it in accordance with its nominal value in tenge in accordance with the terms of the Agreement, as well as to provide the Service to the Client. For the proper provision of the Service, the Bank undertakes to issue (and the Agent to sell) and reflect on the Balance of the E-Wallet E-Money in the amount of the amount of money previously deposited by the Client, minus the commission due to the Bank/Agent in accordance with the Bank's Tariffs (if any), but not more than the amount established in clause 2.1. of this Offer. At the same time, the Agent has the right to charge a commission fee for making a payment (hereinafter referred to as the Agent's Commission). The terms and procedure for concluding this agreement are determined by the Agent independently.
- 2.3. The Client's rights of claim arising from the moment of conclusion of this Agreement may not be transferred by the Client to third parties.
- 2.4. The service provided by the Operator/Bank to the Customer includes the following:
- 2.4.1. Acquisition of E-Money after registration by the Client in the E-Wallet System under the terms of this Offer is carried out by the Client by depositing money in favor of the Bank/Agent in any of the ways provided for by the Agreement in the amount equivalent to the nominal value of the purchased E-Money (minus the Bank's/Agent's commission (if any)). In this case, the Client acquires E-Money from the Agent by debiting E-Money from the Agent's E-Wallet Balance (in the amount equivalent to the amount of cash deposited by the Client) and transferring it to the Balance of the Client's E-Wallet;
- 2.4.2. The use of Electronic Money is carried out by the Client by:
- exchange of Electronic Money between the System Members within the System or transfer of Electronic Money by the Client to another System Participant, in compliance with the requirements for the identification of participants in such transactions;

- transfer of Electronic Money by the Client to another Participant of the System as payment under a civil transaction, where Electronic Money acts as a means of Payment, in compliance with the requirements for identification of participants in such transactions;
- 2.4.3. E-Money shall be redeemed only to the identified Customer by wire transfer by the Bank to the Customer's bank account specified by the Customer in the electronic application for E-Money redemption.
- 2.5. The use of Electronic Money takes place in one of the following ways:
- 2.5.1. At any time during the term of the Agreement concluded on the terms of this Offer, the Customer shall submit to the Operator an Order to make Payments using Electronic Money, thereby giving the Operator/Bank an order to perform the following operations:
- 2.5.1.1. Payment of the commission due to the Bank for the provision of services related to the issuance/sale, use and redemption of Electronic Money in accordance with the Bank's Tariffs posted on the Bank's Internet resource (if any).
- 2.5.1.2. Making a Payment in favor of the Payment Recipient, in accordance with the details specified by the Client (clause 3.1.5. of this Offer).
- 2.5.1.3. The total amount of claims submitted by the Client to the Bank (clauses 2.5.1.1. and 2.5.1.2. of this Offer) may not exceed the available balance of the E-wallet Balance.
- 2.5.1.4. The Customer shall be responsible for the correctness of the information specified in the Order on Making Payments using Electronic Money and shall not be entitled to file any claims against the Bank in connection with improper performance by the Bank of its obligations under the Agreement, in case of indication of erroneous data in the Order on Making Payments using Electronic Money.
- 2.5.1.5. An order to make Payments using Electronic Money shall be drawn up and sent by the Client through the interface of the E-wallet using the Operator's software and hardware.
- 2.5.1.6. When the Customer makes a Payment using E-Money, the Bank's obligations to the Customer are considered to be fulfilled in full from the moment the E-Money is debited from the Customer's E-Wallet Balance in favor of the Payee.
- 2.5.1.7. Confirmation of the Customer's Payment using E-Money is the appearance/receipt of an electronic receipt by the Customer in the interface of the Customer's E-Wallet. The terms of this clause do not apply to cases of unauthorized issuance of Electronic Money.
- 2.5.1.8. In order to perform transactions of transfer to another individual, redemption of E-Money by the Agent or redemption, an individual must undergo the identification procedure in accordance with the Rules.
- 2.5.2. At any time during the term of the Agreement concluded on the terms of this Offer, the Client shall make Payments using the Bank's E-Money in favor of the Payee by transferring E-Money to the Payee or his legal representative (in accordance with the concluded agreement).
- 2.6. At any time during the term of the Agreement concluded on the terms of this Offer, the Client may submit an application for the redemption of Electronic Money in compliance with clause 2.4.3. Contracts for:
- 2.6.1. Repayment of Electronic Money with the payment of money to the Client's bank account shall be carried out on the following terms and in the manner of: (i) the Application shall be filled out by the Client in electronic form and processed by the Bank within 3 (three) business days from the date of filling out and sending the Application to the Bank through the interface of the personal account; (ii) a fee shall be paid for the processing of the Application for non-cash withdrawal with transfer to the Client's bank account in accordance with the Bank's Tariffs, which shall be deducted from the amount presented for repayment; (iii) the repayment of E-Money upon application shall be made within 3 (three) business days from the date of its processing by the Bank; (iiii) The customer must be identified.
- 2.6.2 The Bank's obligations to the Client to redeem Electronic Money shall be deemed to have been fulfilled in full from the moment the relevant amount of money to be transferred to the Client is credited to the Client's bank account in accordance with the details provided by the Client in accordance with the requirements specified in clause 2. 3.1.5. of this Offer.
- 2.7. Tariffs for the issuance and redemption of electronic funds may be changed by the Bank in the following order: information on changes in tariffs is posted on the Internet resource of the Operator and the Bank 10 (ten) calendar days before the entry into force of the relevant changes by placing an announcement on the Operator's Internet resource and the Bank's Internet resource. Failure by the Client to submit a written notice of disagreement with the change in tariffs for payment services before they come into force means the Client's consent to the change in tariffs and the change in tariffs is considered agreed by the Parties. No other written confirmation of the Client's consent is required. The Operator and the Bank are not responsible for the Client's lack of awareness of changes in these tariffs.
- 2.8. The Bank shall have the right to terminate the issuance of Electronic Money and carry out its compulsory redemption. Termination of the issue of E-Money and its compulsory repayment shall be carried out by the Bank in accordance with the procedure established by the Rules and the legislation of the Republic of Kazakhstan.

- 2.9. Confirmation of the Payment made by the Client using E-Money is the appearance/receipt by the Client of an electronic receipt in the interface of the Client's E-Wallet.
- 2.10. If the E-Wallet Balance is positive at the time of expiration of the Agreement, the Customer's unclaimed E-Wallet Balance shall be debited to the Operator's income.
- 2.11. During the term of the Agreement, the Operator shall take all necessary measures for the security and protection of information and documents exchanged in the System or available to the Parties in connection with the use of the System. The procedure for protective actions against unauthorized payments in the System is regulated by the Rules.
- 2.12. The System has the following restrictions for Customers on the amounts of transactions with E-Money, according to which the amount of a one-time (one) transaction with E-Money should not exceed:
- 2.12.1. for an unidentified owner of Electronic Money an amount equal to fifty times the amount of the monthly calculation index established for the relevant financial year by the Law on the Republican Budget, including transactions for the purchase of Electronic Money from the Bank and the Agent;
- 2.12.2. for a simplified identified owner of E-Money an amount equal to one hundred times the amount of the monthly calculation index established for the relevant financial year by the Law on the Republican Budget, except for transactions for the purchase of E-Money from the Bank and the Agent. The maximum amount of purchase of E-Money is unlimited;
- 2.12.3. for the identified owner of E-Money without restrictions, including transactions for the purchase of E-Money from the Bank and the Agent.
- 2.13. The maximum amount of E-Money stored in one E-Wallet of the Client shall not exceed the amount of:
- 2.13.1. for an unidentified Client, an amount equal to one hundred times the amount of the monthly calculation index established for the relevant financial year by the Law on the Republican Budget.
- 2.13.2. for a simplified identified Client, an amount equal to three hundred times the amount of the monthly calculation index established for the relevant financial year by the Law on the Republican Budget.
 - 2.13.3. for an identified owner of Electronic Money without restrictions.
- 2.14. The maximum amount of payments and (other) transactions using E-Money from the E-Wallet during the working day (total amount):
- 2.14.1. for an unidentified Client, an amount equal to one hundred times the amount of the monthly calculation index established for the relevant financial year by the law on the republican budget.
- 2.14.2. for a simplified identified Client, an amount equal to three hundred times the amount of the monthly calculation index established for the relevant financial year by the Law on the Republican Budget. In this case, the transaction is allowed to the E-wallet of an identified client or a simplified identified owner of E-Money.
 - 2.14.3. for the identified owner of the Electronic Money without restrictions.
- 2.15. Redemption of Electronic Money:
 - 2.15.1. for an unidentified Client prohibited.
 - 2.15.2. for a simplified identified and identified Client without restrictions.

3. Rights and Obligations of the Parties

3.1. Rights and obligations of the Client:

- 3.1.1. The Client has the right to perform implicative actions established in clause 7.2. of this Offer, accept the terms of the Offer and conclude the Agreement in the manner and to the extent set forth in the Offer.
- 3.1.2. The Customer shall not be entitled to transfer to a third party the rights of claim against the Bank arising in connection with the purchase of E-Money and replenishment of the E-Wallet Balance, except as provided for by the legislation of the Republic of Kazakhstan.
- 3.1.3. The Client is obliged to timely and fully familiarize himself with the terms of this Offer, as well as with amendments and additions to the Agreement made by the Bank in the manner prescribed by Article 7 "Procedure for Conclusion, Amendment and Termination of the Agreement" of this Offer.
- 3.1.4. The Client confirms that he/she is not limited in legal capacity, is not under guardianship, trusteeship, as well as patronage, for health reasons can independently exercise and protect his/her rights and perform duties, does not suffer from diseases that prevent him from understanding the essence of the Agreement and the circumstances of its conclusion.
- 3.1.5. The Client shall be personally responsible for the accuracy of the information about: (i) the Payee in whose favor the Payment is made using Electronic Money; (ii) payment details identifying the purpose of the Payment (such as the subscriber's mobile number, number and date of the agreement between the Client and the Payment Recipient, other details, depending on what information is to be provided at the time of payment); (iii) the amount of the Payment; In case of inaccuracy of the specified information, the Bank is not responsible for the improper fulfillment of the Client's obligations to the Recipient of payment.
- 3.1.6. In case of detection of money erroneously credited to the Customer's E-Wallet/bank account, as well as the fact of loss, theft and unauthorized use of the E-Wallet, loss of control of access to the E-

Money or its unauthorized use, in case of loss of the electronic medium providing access to the E-Wallet, and/or illegal use of the E-Wallet by third parties, immediately notify the Operator thereof by sending corresponding message to the e-mail address: info@oson.com.

- 3.1.7. The Client has the right to apply to the Bank at any time during the term of the Agreement for the redemption of E-Money, in accordance with the terms of clause 2.5.3 of this Offer.
- 3.1.8. The Client has the right to file a material claim against the person who has carried out the unauthorized issuance of electronic money.
- 3.1.9. The Client has the right to request a report from the Operator containing information about all transactions performed on his E-wallet. Such a report shall be provided in the form of an extract in accordance with Appendix 2 to this Offer within 3 (three) business days from the date of sending the request to the Operator in the interface of the Client's electronic wallet.
- 3.1.10. The Client undertakes not to carry out illegal financial transactions, illegal trade, money laundering operations, any other transactions that violate the legislation of the Republic of Kazakhstan through the System, through the Agent.

3.2. Rights and obligations of the Bank and the Operator:

- 3.2.1. The Bank is obliged to assume obligations to provide the Service under the Agreement from the moment the Client performs the actions provided for in clause 2.2. of this Offer.
- 3.2.2. The Bank is obliged to issue and redeem E-Money in the manner and on the terms specified in subcl. 2.4., 2.5. of this Offer. In this regard, the Bank authorizes the Operator/Agent, on the basis of the agreement concluded between them, to sell E-Money to Customers on behalf of the Bank, as well as to purchase E-Money from Customers for the purpose of its further sale to other Customers.
- 3.2.3. The Bank shall be obliged to fulfill the Client's requirements specified in clause 2.5 of this Offer within 3 (Three) banking days from the date of their submission, provided that the following conditions are met: a) the Client's claims are made in an amount equal to the Amount of the monetary claim; b) the claims are made by the Client within the term of the Agreement.
- 3.2.4. In case of non-compliance with any of the conditions established by clause 3.2.3. of this Offer, the Bank has the right to refuse to satisfy the Client's claims stated in accordance with clause 2.5. of this Offer.
- 3.2.5. When carrying out operations by the Bank related to the issuance of Electronic Money and making Payments using it, the Bank shall be guided by the current legislation of the Republic of Kazakhstan, and internal documents of the Bank/System.
- 3.2.6. The Bank has the right to charge the Customer a commission for the provision of Services in accordance with the Tariffs established by the Bank (if any).
- 3.2.7. The Bank shall bear obligations to the Customer related to the issuance of E-Money, as well as assume an unconditional and irrevocable monetary obligation to repay the E-Money issued by it in accordance with its nominal value in tenge. The terms of this clause shall not apply in cases of unauthorized issuance of electronic money. At the same time, the Agent bears obligations to the Client related to the sale of Electronic Money. The Agent's obligations to the Client are considered to be fulfilled in full from the moment of debiting the Electronic Money from the Agent's E-Wallet in favor of the Client in the amount of cash deposited by the Client in accordance with clause 2.1. Offer.
- 3.2.8. If it is impossible to make a Payment in favor of the Payee for reasons beyond the control of the Operator, including if the Client provides incorrect information (clause 3.1.5. of this Offer), the Bank informs the Operator, and the Operator notifies the Client by posting the relevant information in the personal account, in the relevant section of the web interface of the Client's E-wallet.
- 3.2.9. The Operator is obliged to provide the Client with information about the name and location of the Issuing Bank and the Operator and its registration number; on the terms of use of Electronic Money; on the amount and procedure for charging a commission fee by the Bank; on the methods of filing claims and the procedure for their consideration, including information for communication with the Bank or the Operator, as well as to post on the Internet resource of the System the full text of this Offer and other reference and information materials regarding the provision of the Service by the Bank to the Client (if any).
- 3.2.10. The Bank has the right to make changes and additions to this Offer in the manner prescribed by Article 7 "Procedure for Conclusion, Amendment and Termination of the Agreement" of this Offer.
- 3.2.11. The Bank/Operator shall ensure the confidentiality of any information received by the Bank from the Client as part of the implementation of the Agreement.
- 3.2.12. The Bank/Operator shall have the right to disclose information on the owners/details of E-Wallets and the amounts of E-Money reflected in the E-Purse Balances, as well as information on transactions made using E-Money, on the grounds and within the limits established by the legislation of the Republic of Kazakhstan.
- 3.2.13. The Bank/Operator has the right to block the Customer's Payments using E-Money (E-Wallet blocking) in the following cases:
- a) receipt of a notification from the Client, including in case of loss, theft or unauthorized use of the e-wallet;

- b) the Client's failure to fulfill its obligations under this Offer;
- c) the Client makes Payments in violation of the established requirements and conditions for the use of Electronic Money;
- d) seizure of the Client's Electronic Money by authorized bodies on the grounds provided for by the legislative acts of the Republic of Kazakhstan;
- e) in cases provided for by the Law of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Illegally Obtained Income and Financing of Terrorism".

The procedure and terms for blocking the Client's e-wallet are specified in the Rules.

- 3.2.14. The Bank has the right to refuse to provide the Service under this Agreement, in the manner and on the terms regulated by the legislation of the Republic of Kazakhstan and the Rules, to stop the issuance of Electronic Money in case of its unauthorized issuance, notifying the Client of this fact 3 (Three) business days in advance, by publishing an announcement on the Internet resource of the Bank/Operator. At the same time, all issued Electronic Money (unauthorized) after the expiration of the specified period will not be accepted by the Bank for redemption of Electronic Money.
- 3.2.15. The Operator undertakes to fully comply with the requirements of the legislation of the Republic of Kazakhstan when processing the Client's personal data.
- 3.2.16. The Operator has the right to transfer the User's Personal Data to the Agent and other System Participants in order to provide the Service under this Offer in the manner and to the extent provided for by the terms of the concluded agreements. At the same time, the Bank is responsible for the confidentiality and non-disclosure of the data transferred by the System Participants

4. Liability of the Parties

- 4.1. In case of non-fulfillment and/or improper fulfillment of their obligations under the Agreement, the Parties shall be liable in accordance with the terms of this Offer and the current legislation of the Republic of Kazakhstan.
- 4.2. For causing damage, including in case of unjustified refusal to execute or improper execution of the Customer's instruction to issue and redeem E-Money, the Bank shall compensate the Customer for the damage under the terms of the Agreement. The maximum amount of the Bank's liability under the Agreement shall not exceed 2 (two) monthly calculation indices established by the legislation of the Republic of Kazakhstan as of the date of compensation for damage. The damage shall be compensated at the written request of the Client, if there is indisputable evidence submitted to the Bank about the damage caused to the Client.
- 4.3. The Bank shall not be liable for non-fulfillment and/or improper fulfillment of obligations under the Agreement, if such non-fulfillment and/or improper fulfillment occurred through the fault of the Client and/or other Participants of the system.
- 4.4. The Bank shall not be liable for improper performance of obligations under the Agreement, if such improper performance is related to the Customer's indication of erroneous data in the Order for Making Payments using Electronic Money.
- 4.5. The Bank shall not be responsible for the quality, completeness, as well as other consumer properties of goods (works, services) paid by the Client using and redeeming Electronic Money, as well as for the performance by the Recipient of the Payment of obligations to the Client, the Payment for which was made by the latter using Electronic Money.
- 4.6. The Bank shall not be liable for the Client's failure to comply with the requirements of this Offer and the Rules regarding the execution of Payments.
- 4.7. The Bank shall not be liable for improper fulfillment by the Client of the latter's obligations to the Payee, in case of inaccuracy of the information provided by the Client (clause 3.1.5. of this Offer).
- 4.8. The Bank shall not be liable for any losses incurred by the Client due to the fact that the Client has not read and/or untimely familiarized himself with the terms of this Offer and/or amendments and additions made by the Bank to the Agreement in the manner prescribed by Article 7 "Procedure for Conclusion, Amendment and Termination of the Agreement" of this Offer.
- 4.9. The Bank shall not be liable to the Client for unauthorized issuance of electronic money, subject to clause 3.2.14. of this Offer.

5. Anti-corruption conditions

- 5.1. In the performance of their obligations under this Agreement, the Parties and/or their employees shall not pay, offer to pay and shall not allow the payment of money or valuables, directly or indirectly, to any persons to influence the actions or decisions of these persons in order to obtain any undue advantages or other improper purposes.
- 5.2. In the performance of their obligations under this Agreement, the Parties and/or their employees shall not perform actions qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of this Agreement, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan on combating corruption.

- 5.3. Each Party shall refuse to stimulate the other Party/employee of the Party in any way, including by providing money, gifts, gratuitous performance of work (services) to them and in other ways not specified in this clause, which make the Party/employee of the Party in a certain dependence and aimed at ensuring that the Party/employee of the Party performs any actions in favor of the Party stimulating him.
- 5.4. In the event that a Party suspects that a violation of any anti-corruption conditions or commercial bribery has occurred or may occur, the relevant Party undertakes to notify the other Party in writing within five working days. Upon written notice, the relevant Party shall have the right to suspend the performance of its obligations under this Agreement until confirmation is received that the breach has not occurred or will not occur. This confirmation must be sent within 5 (five) business days from the date of sending the written notice.
- 5.5. The Parties to this Agreement recognize the need to carry out procedures to prevent corruption and monitor their observance. At the same time, the Parties shall ensure the implementation of procedures for conducting inspections in order to prevent the risks of involvement of the Parties in corrupt activities and compliance by the employees of the Parties with the requirements of clauses 5.1-5.5 of the Agreement.

6. Additional Terms

- 6.1. The relationship between the Parties within the framework of the Agreement shall be governed by the current legislation of the Republic of Kazakhstan, internal documents of the Bank, the Operator, the Rules, the Agreement, as well as additions and amendments thereto.
- 6.2. The Operator, authorized by the Bank in accordance with the agreement concluded between them, accepts for consideration the requests of Customers/holders of Electronic Money on the use of Electronic Money and provides explanations based on the results of the consideration.
- 6.3. All disputes and disagreements arising between the Parties and other Participants of the system, including the regulation of issues related to unauthorized Services, shall be resolved through negotiations. In case of failure to reach an agreement, the procedure for resolving disputes arising when making Payments using Electronic Money shall be carried out by judicial authorities in accordance with the legislation of the Republic of Kazakhstan at the location of the Bank or its branch.
- 6.4. The Operator provides protection against unauthorized access to the Customer's E-Wallets.
- 6.4.1. When generating and transmitting electronic messages, the Client complies with the procedure for protective actions against unauthorized payments established by the Offer and the Rules.
- 6.4.2. In the event of a threat of unauthorized access to the e-wallet or theft of E-money from it, the Customer may independently block the e-wallet through his personal account in the System, or contact the Operator by phone number specified on the Operator's Internet resource, or with a written request to block the e-wallet at the address specified on the Operator's Internet resource.
- 6.4.3. In case of detection of the fact of unauthorized use of E-Money, the Client shall notify the Operator thereof by sending a corresponding message to the e-mail address: info@oson.com.

Upon receipt of a message from the Client in case of unauthorized use of E-Money, the Operator shall ensure the blocking of the Customer's E-Wallet.

- 6.5. The Operator shall provide the Client with all necessary public information by posting it on the Operator's Internet resource, as well as consider issues and claims related to Payments using Electronic Money.
- 6.6. By entering into the Agreement on the terms of this Offer, the Client agrees to the Bank/Operator for the processing of his personal data by the Bank/Operator, namely, to perform, inter alia, the following actions: collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including cross-border transfer), depersonalization, blocking, destruction, for the purpose of concluding agreements with the Bank, execution of concluded agreements, as well as for the purpose of fulfilling requirements of regulatory acts on combating money laundering. These actions can be performed using automation tools. The Customer shall also give his/her consent to the transfer by the Bank/Operator of his/her personal data and data on transactions made using Electronic Money to third parties in order to carry out the actions provided for in this clause if there is a duly concluded agreement between the Bank/Operator and such third parties.

At the same time, the Bank/Operator undertakes to ensure the confidentiality and security of the Client's personal data and security during their processing for the purposes and in connection with the execution of the Agreement in accordance with the requirements of the legislation of the Republic of Kazakhstan on the protection of personal data and undertakes to store these personal data no longer than required by the purposes of their processing, and to destroy them upon achievement of the purposes of processing or in case of loss of the need to achieve them, taking into account the requirements of the legislation of the Republic of Kazakhstan, comply with other requirements of the legislation of the Republic of Kazakhstan on the protection of personal data within the framework of the Contract. Personal data means: last name, first name, patronymic, date and place of birth, address of registration/residence, IIN, email, photo image, phone number, identity card data (date of issue, etc.), place of work, which are stored for the purpose of identification, as well as any other information that relates to a specific subject of personal data (individual). Consent to the collection and processing of personal data is used by the Parties to achieve specific, predetermined and

legitimate goals under the Agreement and full performance of obligations under the Agreement and is valid for the duration of this Agreement and one year from the date of termination/termination of the Agreement. 6.7. The Bank/Operator undertakes to fully comply with the requirements of the legislation of the Republic of Kazakhstan when processing the Client's personal data.

- 6.8. By entering into the Agreement on the terms of this Offer, the Client confirms that he is familiar with the terms of this Offer and the Public Offer on the use of the "OSON wallet KZ" system and accepts them without any exceptions or restrictions on the terms of accession.
- 6.9. By entering into the Agreement, the Client confirms that at the time of conclusion of the Agreement on the terms of this Offer, he has been provided with all the necessary information, including: the name and location of the issuer of electronic money and the System operator, as well as its registration number; the terms of use of electronic money, the procedure for carrying out transactions with electronic money and the risks arising from the use of electronic money; the amount the types and procedure for charging by the issuer of E-Money and (or) the operator of the Remuneration System (if any) when issuing, using and redeeming E-Money; on the methods of filing claims and the procedure for their consideration, including information for communication with the issuer of Electronic Money or the operator of the Electronic Money System.
- 6.10. By entering into the Agreement on the terms and conditions of this Offer, the Client shall provide the Bank and the Operator with his/her consent to the disclosure by the Bank/Operator of information about the Client, the amounts of E-Money belonging to the Client and the transactions made with the use of the Client's E-Money related to bank secrecy. This information may be provided at the discretion of the Bank to auditors, consultants, collectors and other third parties for the performance of the Agreement and the performance of the Bank's activities, subject to the signing of an agreement with these third parties on non-disclosure of confidential information. Such consent is not required for the provision by the Bank/Operator of the information specified in this paragraph to the persons/authorized bodies provided for by the legislation of the Republic of Kazakhstan.
- 6.11. Annexes 1, 2, 3 and 4 and the Rules are an integral part of this Offer. The current version of the Rules is posted on the Internet resource of the System.

7. Procedure for Conclusion, Amendment and Termination of the Agreement

- 7.1. Performance by the Client of the actions provided for in clause 7.2. of this Offer, is considered to be the full and unconditional acceptance by the Client of all the terms of this Offer without exception and the conclusion of an Agreement between the Client and the Bank on the terms of this Offer.
- 7.2. The Agreement is considered to be concluded on the terms of this Offer (clause 7.1. of this Offer) from the moment the Client performs the actions specified in clause 2.1. of this Offer. Confirmation of the fact of depositing money is the payment document received by the Client at the time of depositing money.
- 7.3. The Agreement shall enter into force on the date of the Client's performance of the actions described in clause 7.2. of this Offer, and is valid for 11 months from the date of the Client's last Payment through the E-wallet.
- 7.4. The Client agrees that the Bank has the right to unilaterally at any time, without additional written notice to the Client, to make changes or additions to the Agreement and its Appendices, including the procedure and conditions for replenishing the E-Wallet Balance, as well as the procedure for carrying out transactions, restrictions on the amounts and types of transactions. The said amendments or additions to the Agreement shall come into force in 10 (ten) business days after the date of publication of the new version of these amendments on the Bank's website. The Client independently monitors changes in the version of the Agreement, including appendices thereto, by viewing the Operator's Internet resource. In case of disagreement with the amendments and (or) additions made by the Bank to the Agreement, the Customer has the right to terminate the Agreement by submitting a written application for termination of the Agreement on the Operator's Internet resource.
- 7.5. This Agreement may be terminated with the Client in terms of the relationship between the Bank and the Client unilaterally by the Bank on any reason determined by the Bank personally, with the provision of a written notice to the Operator at least 3 (three) days before the expected date of termination of the Agreement. Despite this, the relationship with such a Client continues to be valid between the Client and the Operator if there are relevant agreements with other issuers.
- 7.6. If one or more provisions of the Agreement are or become invalid due to amendments to the current legislation of the Republic of Kazakhstan, this is not a basis for suspension of the remaining provisions of the Agreement. Invalid provisions shall be replaced by legally permissible provisions that are close in meaning to the ones being replaced.
- 7.7. The Agreement is considered automatically terminated upon the expiration of the Agreement, in accordance with clause 7.3. of this Offer.
- 7.8. The Client may terminate the Agreement concluded by joining this Offer at any time by contacting the Operator by sending a corresponding message to the e-mail address: <u>info@oson.com</u> in this case, the Client must first use/repay the balance of the Electronic Money on his E-wallet.

8. Registration of the Client in the System

- 8.1. In order to receive the Service, the Client undertakes to register the Client's account in the System. Registration of the Client's account in the System can be made via the Internet on the Internet resource of the System and/or through a mobile application. To register the Client's account in the System, the Client is obliged to have a Subscriber number on the basis of a valid agreement on the provision of cellular communication services with a mobile operator.
- 8.2. Registration of the Client's account in the System is carried out in the following order:
- 8.2.1. For registration via the Internet the resource of the System:
- a) enter the e-mail address of the Internet resource of the System in the address bar of the Internet browser: www.oson.kz;
- b) enter the Subscriber number in the registration form; the Subscriber number specified by the Client during registration will be used as the Client's name (login) when using the System;
- c) after receiving an SMS message containing the Authentication Data, enter such data in the registration form.
- 8.2.2. To register through the OSON mobile application, the Client must:
 - a) install the "OSON" mobile application;
- b) enter the Subscriber number in the registration form; the Subscriber number specified by the Client during registration will be used as the Client's name (login) when using the System;
- c) after receiving an SMS message containing the Authentication Data, enter such data in the registration form.
- 8.2.3. Registration will be considered completed after the Client correctly enters the Authentication Data received by him in an SMS message (in accordance with clause 8.2.1. of this Offer).
- 8.2.4. By registering the Client's account in the System, the Client accepts the terms and conditions of the Public Offer on the use of the "OSON wallet KZ" system.
- 8.2.5. Based on the results of the actions provided for in subparagraphs 8.2.1, 8.2.2. and 8.2.3. of this Offer, the Client is assigned an E-Wallet. The Client can receive the Service only after the latter performs actions aimed at replenishing the Balance of the E-wallet (in accordance with clause 2.1. of this Offer).
- 8.3. From the moment the Client performs all the above actions to register the Client's E-Wallet, as well as to replenish the Balance of the Client's E-Wallet, the Client has the right to use the System and receive the Service in full, in the manner and on the terms contained in this Offer, the Rules and on the Operator's Internet resource.
- 8.4. Access to the E-Wallet and performance of any transactions by the Customer using the E-Wallet is possible only after entering the Customer's Authentication Data, which certifies the Customer's rights to E-Money and transactions using E-Money.
- 8.5. An individual who has registered through the Operator's Internet resource receives the status of an unidentified user in the System.
- 8.6. In order to obtain the status of an identified user, an individual must undergo the Identification procedure with the Operator or another person authorized to do so in accordance with the procedure specified in the Rules. Before contacting the Operator or Agent, an individual must specify his personal data through his personal account in the System in the "Settings" section.

9. Name, location and bank details of the Bank

Nurbank JSC Republic of Kazakhstan, Almaty, Abay Ave., 10 "V" БИК NURSKZKX БИН 930940000164 KBE 14 ИИК KZ61125KZT1001300296

Annex 1 to the Contract of Release, Use and Redemption of Electronic Money (Public Offer)

The quiz on the issue of electronic money (electronic receipt)

Nurbank JSC БИК NURSKZKX БИН 930940000164

Date and time (KZ) 2020-06-04 13:03:58

Serial number of the receipt 3850543788

Amount of money accepted (KZ) 100.0 KZT

Amount of electronic money issued

(KZT) 100.0 KZT

Fee Amount (KZT) 00.0

Opcode: 3850543788

Identification

e-wallet code 77017664416

Annex 2 to the Contract of Release, Use and Redemption of Electronic Money (Public Offer)

Issuing bank: Nurbank JSC Operator: OSON payments LLP

Extract on transactions made using Electronic Money of Nurbank JSC

Date and time of the transaction	Provider's name and payer's comment	Deposit amount	Write-off amount
1			
2			
3			

Annex 3 to the Contract of Release, Use and Redemption of Electronic Money (Public Offer)

Sales receipt on the transaction made using electronic money

Nurbank JSC БИК NURSKZKX БИН 930940000164

Date and time (KZ) 2020-10-08 13:00:19.0

Serial number of the check 3432765237

Amount to be credited (KZT) 100.0 KZT

Fee Amount (KZT) 0.0 KZT

Opcode: 532355435353

Provider Name K-Cell

Account number 7017654321

Wallet number 7011234567

Annex 4 to the Contract of Release, Use and Redemption of Electronic Money (Public Offer)

The quiz, received by the Client at the time of depositing money

Nurbank JSC БИК NURSKZKX БИН 930940000164				
Date and time (KZ)	2020-10-08 13:00:19.0			
Serial number Receipt	3432765237			
Listed (KZT)	100.0 KZT			
Opcode:	532355435353			
Operator	Replenishment of			
Account number	7017654321			
Identification e-wallet code	7011234567			
Support				
telephone: +7	7 701 081 91 95			
email:				
