

to minutes to the meeting of the Management Board by absent voting No.543 dated 27 May 2022

(taking into account amendments to minutes to the meeting of the Management Board by absent voting No.552 dated 18 July 2025, to minutes to the meeting of the Management Board by absent voting No.519 dated 4 July 2025, to minutes to the meeting of the Management Board by absent voting No.149 dated 31 March 2026)

## **CURRENT BANK ACCOUNT ACCESSION AGREEMENT**

This is a standard form Agreement. The terms of this Agreement are defined in the standard form and can be accepted by the Customer only as by signing the application of the Customer for opening a bank account and for accession to current bank account agreement according to the form published on the Bank's website [www.halykbank.kz](http://www.halykbank.kz) (Application 1). The Agreement is an Accession Agreement concluded in accordance with applicable legislation of the Republic of Kazakhstan and internal documents of the Bank. Herewith, the Application 1 and the Agreement shall be considered only as a single document.

The Customer shall join the Agreement by signing Application 1. The signature of the Customer, its representative(s) on Application 1 shall mean that the Customer agrees with terms of the Agreement offered by the Bank, including the annexes to the Agreement, and accepts them solely by accession to the Agreement, available on: [www.halykbank.kz](http://www.halykbank.kz), as a whole.

If the Customer has a current account with the Bank under Application 1, the Customer is entitled to open a second and subsequent current accounts under the Agreement in which the current account(s) was/were previously opened, or in other currency based on the application as per the form in Annex 1 to the Agreement (Application 2). At the same time, the terms of the Agreement shall apply to the current account opened under Application 1, and each subsequent current account opened by the Customer under Application 2.

The services are provided under concluded Agreement, the transactions are made under opened current accounts, based on the Application 1 and Application 2.

This Agreement sets forth the rights, duties, responsibilities of the Parties and other legal relations between the Bank and the Customer, determines the conditions and procedure for opening, maintaining and closing current accounts by the Bank (except for savings accounts and current accounts in the card database, which record card transactions), payment services to the Customer, transactions made by the Customer, other banking services provided to the Customer by the Bank.

This Agreement shall be used for opening, maintaining and closing current bank accounts, providing payment services, making transactions, providing other services related to the maintenance of current bank accounts of Customers: legal entities that are residents of the Republic of Kazakhstan, their branches and representative offices, individual entrepreneurs, private notaries, private bailiffs, attorneys and professional mediators, legal entities that are non-residents of the Republic of Kazakhstan, including those operating in the Republic of Kazakhstan through branches and representative offices, foreign diplomatic and consular missions.

### **Clause 1. Glossary**

1.1. The terms used in the text of this Agreement shall have the meaning given to them in the table below, unless interpreted otherwise directly in the text of this Agreement.

<b>ADM</b>	automated depository machine with cash-in option by means of which the Customer's cash is accepted
<b>Smart Kiosk</b>	device for cash deposit/withdrawal operations to/from current account according to the barcode generated in Onlinebank or at the Bank outlet

<b>Bank</b>	Halyk Bank JSC, including its branches
<b>Statement</b>	The document duly executed and stamped by the Bank (hard copy or soft copy) on the Account status for certain period of time
<b>GDB</b>	Government Database - unified system of registration and storage of information on legal entities of the Republic of Kazakhstan, created for registration of business identification numbers, automated collection, storage and data processing
<b>Halyk Group</b>	Bank and its subsidiaries
<b>Current Legislation</b>	The legislation of the Republic of Kazakhstan as a set of regulatory legal acts adopted, in accordance with the established procedure
<b>Money</b>	The means of payment and savings, expressed in national or foreign currency
<b>Document with a sample signature</b>	The document containing information on the Customer's authorized representatives, with their sample signatures and seal impression (if any). The number of document copies is determined by the internal documents of the Bank. Notarial certification of the document with a sample signature and seal impression is determined by Current Legislation of the Republic of Kazakhstan and internal documents of the Bank
<b>Call Center</b>	Hotline service for customers – individuals and legal entities for handling their telephone enquiries (incoming calls)
<b>Customer</b>	A legal entity that is a resident of the Republic of Kazakhstan, its branches and representative offices, an individual entrepreneur, a private notary, a private bailiff, an attorney, a professional mediator, a legal entity that is a non-resident of the Republic of Kazakhstan, including those operating in the Republic of Kazakhstan through branches and representative offices, a foreign diplomatic and consular mission, which are the holders of the Account under the Agreement.
<b>Incorrect maintenance of the Account</b>	Cases arising in the Bank while servicing the Account and expressed in double crediting of the same amount to the Account, incorrect indication of an amount and currency in the automated systems of the Bank when crediting money to the Account, incorrect choice of operation code, incorrect change of exchange rates, failure to complete the transaction, accounting errors (incorrect reflection of balance sheet entries, unauthorized balance sheet entries)
<b>Unauthorized payment</b>	A payment made by a person who was not authorized to make the payment, a payment using forged payment instruments (payment order, payment request, etc.)
<b>Account number</b>	Individual Identification Code (IIC) assigned for accounting of the Customer's money in the Bank
<b>Operating day</b>	The period of time during which the Bank receives instructions to transfer money and orders to suspend or to revoke such instructions from customers and send them messages, related to the implementation of money transfers in their favor.
<b>Business days</b>	The days when banks in the Republic of Kazakhstan and/or the country of origin of the respective foreign currency are open for performance of transactions.

<b>Onlinebank Halyk</b>	The Bank's remote access system, which provides the Customer with the option of remotely managing their bank accounts opened with the Bank through the exchange of Electronic Documents, messages (instructions) between the Customer and the Bank via the Internet
<b>Party/Parties</b>	The Bank and the Customer, who have entered into the Agreement
<b>Account</b>	The Customer's bank account with the Bank in any currency, opened on the basis of the Agreement. In the text of this Agreement the term "Account" means both the current account opened according to Application 1, and current accounts opened according to Application 2. The Account shall not include savings accounts and current accounts in the card database. Depending on the context, the term "Account" in the Agreement may refer to both one and all current accounts opened under the Agreement.
<b>Tariffs</b>	The size of the Bank's fees, being charged for any banking services rendered by it, effective on the date of the relevant transaction/provision of respective service by the Bank.
<b>Authorized person</b>	The person authorized by the Customer/Bank, in accordance with Current Legislation and documents of the Customer/Bank and acting on behalf of the Customer, Bank or third parties, as provided for by the Agreement.
<b>Authorized body</b>	The state authority/official of the state authority, which has the right to suspend debit transactions on the current account, or seize money on the current account, or decide on temporary restriction of disposal of property, according to Current Legislation.

## **Clause 2. Subject Matter of the Agreement**

2.1. The Bank opens the Account based on the Application 1, duly executed and signed by the Customer, after receipt from the Customer of the Application 1 and all documents that must be submitted to the Bank, in accordance with Current Legislation and internal documents of the Bank. The Account shall be opened not later than the next Operating day, if the Customer has provided full package of documents.

The second and subsequent Accounts under the Agreement shall be opened after the Bank accepts Application 2 from the Customer no later than the next Operating day, if the Customer has provided full package of documents and the Bank has marked the applications. The Customer may also send an application for opening a second, additional account via Onlinebank Halyk.

The Bank also opens a current account for the Customer remotely via the Bank's web-resource or mobile application. The procedure of remote opening of current account is regulated by the Bank's internal rules and the Onlinebank Halyk Servicing Accession Agreement.

Notification on the Bank's participation in the obligatory deposit insurance system and other information on deposit insurance issues, including but not limited to, information on the deadlines and procedure for payment of the guarantee compensation including transfer of the unclaimed amount of compensation, shall be posted on the Bank's website [www.halykbank.kz](http://www.halykbank.kz).

After opening the Account, the Bank provides the Customer with Account Notification, which is an integral part of the Agreement. To execute the Account Notification, the Bank uses the notification form in Annex 2 hereto.

The Bank shall be entitled to open an Account for the Customer if the Customer has tax arrears or social payment arrears, provided that the Customer shall carry out debit transactions on the Account only after full repayment of tax arrears and social payment arrears on the day of application to the Bank to

open the Account. Until this condition is fulfilled, the Bank may block the Customer's Account, to which the Customer gives his/her unconditional consent.

2.2. Opening, maintaining and closing of Accounts, opened under Applications 1 and 2 by remote opening, provision of payment services thereunder, transactions, other banking services under the Agreement is made in accordance with the Agreement, without supplementary or new agreements.

2.3. The Bank shall have the right hereunder without any additional consent of the Customer to amend the list of documents required for opening and bank servicing of the Account, provision of payment services, executing transactions, if required by Current Legislation and/or the Bank's internal documents. If due to such changes it is required to provide additional documents by the Customer for bank servicing of the Account, the Customer shall hereby agree and shall undertake to provide them, in accordance with the list specified by the Bank.

2.4. If documents submitted by the Customer to the Bank are changed, or new data related to the Account are presented (including, but not limited to information about the Customer, Authorized persons, other similar information), the Customer shall immediately notify the Bank in writing, to such effect. These changes shall become effective for the Bank only after receipt of documents containing such changes and/or new documents from the Customer. At the same time, the information received by the Bank from the GBD according to subclause 11.3.19 of clause 11.3 of this Agreement shall be deemed valid without the Customer submitting documents on the change.

2.5. The Bank shall carry out the following transactions with respect to the Account and provide banking services, including payment services related to its maintenance:

- open accounts, based on the Customer's applications including remote opening;
- credit money received to the Account in favor of the Customer;
- perform Customer's instructions to transfer money from the Account in favor of third parties;
- perform third parties' instructions to withdraw money from the Account on the grounds as stipulated by Current Legislation;
- Accept the Customer's cash to the Account and disburse the Customer's cash from the Account;
- perform Customer's instructions to conduct conversion (exchange) transactions;
- provide information on the Account, money in the Account and transactions made, at the request of the Customer.

The Bank also provides other banking services to the Customer in cases stipulated by the Agreement, Current Legislation and customary business practices applicable to banking industry.

Transactions on the Account shall be made both in the national currency of the Republic of Kazakhstan and in foreign currencies.

2.6. The Bank provides services, performs transactions in accordance with the general terms of transactions established by the Bank, provided that the Customer pays for such services and transactions in accordance with current Tariffs and submits necessary documents to the Bank.

2.7. The Bank shall accrue interest on the credit balance on the Account at the rate established by the authorized body of the Bank, if the Customer opens an Account before 1 January 2019. If the Account is opened after the specified date, the interest is not charged on the balances<sup>1</sup>. The interest rate on the credit balance in the Account may be equal to 0%. The Bank shall notify the Customer on the established interest rate, which is different from 0%, change in the interest rate, in accordance with the procedure specified in the Agreement.

2.8. As part of this Agreement, the Bank shall open accounts for the Customer on the basis of Application 1 (specifying the Account maintenance mode), and when opening the second and subsequent accounts - Application 2, specifying therein the mode required by the Customer.

2.9. If the Bank provides other services to the Customer such as: opening a savings account, investment account, notary's deposit account, issuing guarantees, letters of credit, bank loans, securities transactions, then such services shall be provided on the basis of individual contracts and agreements.

2.10. The Customer shall hereby assure that with regard to personal data of the owners of personal data transferred and to be transferred in the future by Customer to the Bank and (or) to organizations that

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<sup>1</sup> In accordance with Article 751 of the Civil Code of the Republic of Kazakhstan

are part of the financial group Halyk Group (the Organizations) under the Agreement, addendum to the Agreement, and in other cases when, in accordance with Current Legislation and (or) internal documents of the Bank and (or) Organizations, the need to collect and process such personal data arises and that the Customer has in advance obtained the consent from the subjects of personal data to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank and (or) the Organization, the processing of personal data by the Bank and (or) Organizations.

2.11. If necessary, as determined by the Bank and (or) Organizations, the Customer shall provide the Bank and (or) Organizations with documentary confirmation of available consents collected by the Customer from owners of personal data for the collection and processing of personal data, for the transfer of personal data to a third party, including the Bank and (or) Organizations of personal data, and if it is impossible to document the availability of the consents, the Customer shall collect such consents, and then confirm to the Bank and (or) Organizations their receipt.

2.12. The Customer shall be liable for absence of consents to the collection and processing of personal data, to the transfer of personal data to a third party, including the Bank and (or) Organizations, to the processing the personal data by the Bank and (or) Organizations. If any measures are applied to the Bank and (or) Organizations for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Customer shall reimburse the Bank and (or) Organizations any costs and losses incurred by the Bank and (or) Organizations at the request of the Bank and (or) Organizations.

2.13. The Customer hereby assures that the Customer has in advance obtained consent from the owners of personal data to the Bank and Organizations to carry out cross-border transfer of their personal data, including under Article 16-3-1) of the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 “On Personal Data and Their Protection”:

at the request of the Bank and (or) Organizations, the Customer shall provide the Bank and (or) Organizations with documentary evidence of their availability;

The Customer shall be liable for the absence of such consents and, if any measures are taken against the Bank and (or) the Organizations for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Customer shall reimburse the Bank and (or) the Organizations for any costs and losses incurred by the Bank and (or) the Organizations at the request of the Bank and (or) the Organizations.

### **Clause 3. Procedure for Money Management on the Account**

3.1. The Bank shall make payments and money transfers in accordance with the instructions of the Customer and only within the balance of the Account. If there is no sufficient money on the Account to make a payment, money transfer, including the amount of the Bank’s commission fee, the Bank has the right to refuse to execute the instruction and to return the payment documents to the Customer without execution.

3.2. The Customer shall have the right to provide the Bank with instructions in any other form, unless otherwise provided for by Current Legislation, and on condition that provision of such instruction will contain all information necessary for due execution by the Bank of the Customer’s instruction and provided for by Current Legislation and by internal documents of the Bank. In this case, the Bank shall form the payment document according to the form required by Current Legislation, or used by the Bank using its own resources.

3.3. When the Customer makes payments through Onlinebank Halyk, the date of receipt of electronic payment document by the Bank is the date on which the document was signed by all signatories by an electronic digital signature according to the document signing policy of Onlinebank Halyk or when it was certified using one-time pad (OTP)-based authentication method.

3.4. The Bank shall block the Account if the Authorized Body's decision to suspend debit transactions on the Account, temporarily restrict administration of property is received. The Bank shall also block the amounts of money on the Account if the Authorized Body's decisions on the seizure of the Customer's money is received as well as in other cases stipulated by Current Legislation. The Account transactions shall be resumed on the basis of the relevant written notices of the Authorized Bodies on the cancellation/revocation of such decisions.

3.5. The Bank shall block the money credited to the Account, if the Account is maintained incorrectly. When the Account money is blocked whenever the Account is maintained incorrectly, the Bank may withdraw money from the Account, make adjustments and correction entries on the Account. The Bank shall notify the Customer of blocking the amount of money in the Account in case of incorrect maintenance of the Account on the day of blocking the amount of money in the Account, by the means provided in paragraph 17.5 of this Agreement (depending on what services the Customer has access to and how the notice to the Customer, in the opinion of the Bank, will be delivered in the shortest possible time). The period of blocking the amount of money on the Account may not exceed one Operating day from the detection of incorrect maintenance of the Account.

The Customer hereby expresses its unconditional and irrevocable consent to the blocking of the amount of money on the Account by the Bank, which was credited as a result of incorrect maintenance of the Account, and to corrective entries on the Account made by the Bank.

3.6. The money on the Account can be withdrawn only with written consent or prior consent of the Customer, except as otherwise expressly provided for in Current Legislation and the Agreement. If there is enough money to execute all submitted instructions, such instructions shall be executed in the order of their receipt, unless another priority is stipulated by Current Legislation. When the Customer's money is not enough for satisfying the next claim made to the Customer, the Bank shall accumulate the money coming in favor of the Customer, the amount of which is sufficient to satisfy such claim, except as otherwise provided for by Current Legislation.

3.7. The Customer shall agree that the Bank has the right to assign "inactive" status to the Account, regardless of the balance amount thereon, if no cash/non-cash debit transaction was performed on the Account within one year from the date of the last transaction. Starting next month from the date of assignment of "inactive" status to the Account, if money is available on the Account, the Bank shall have the right to, and the Customer shall unconditionally agree thereto, to withdraw money by direct debiting the Bank's commission fee due to the Bank for maintenance of inactive account, in accordance with the Tariffs, and the amount payable under the Agreement. The Customer shall be entitled to demand the balance on the inactive account.

The Bank has the right to close inactive account if there is no money on the Account for more than one year, as well as on other grounds stipulated by Current Legislation.

3.8. The Bank has the right to withdraw based on the payment order by direct debiting the Account:

- all amounts due to the Bank in the course of providing services, making transactions, other banking services to the Customer under the Agreement, including transaction fees in the maintenance of the Account, including maintenance fee for inactive account, the Bank's expenses incurred under the Agreement;

- the amount of money credited to the Account in case of incorrect maintenance of the Account during the period of blocking the money on the Account, **to other types of the Customer's debt to the Bank, including under other bank account agreements/other agreements concluded with the Bank;**

3.9. The Customer hereby expresses its unconditional and irrevocable consent to the withdrawal by the Bank on the basis of the payment order by direct debiting of the Account of all amounts due to the Bank for the provision of services, executing transactions, other banking services to the Customer under the Agreement, including service fees, transactions in the maintenance of the Account, including inactive account maintenance fee, costs incurred by the Bank under the Agreement, **for other types of the Customer's debt to the Bank, including under other bank account agreements/other agreements concluded with the Bank.** as well as the amounts of money credited to the Account when the Account is maintained incorrectly.

The Bank shall be entitled to send payment requests, including in case of closing the Accounts, to other banks, organizations performing certain types of banking operations, to claim the amounts of the Customer's debts to the Bank from the Customer's bank accounts opened with these financial organizations.

3.10. The Bank has the right to withdraw the amount of money from the Account without the Customer's consent in case of crediting to the Customer's account of an unauthorized payment and (or) transfer of money, money with signs of fraud (confirmed by a criminal prosecution authority), money by erroneous instructions, money received on the Account from the sender bank, intermediary bank, and to make refunds on erroneous instructions, refunds of money with signs of fraud (confirmed by a criminal

prosecution authority), unauthorized payment and/or transfer of money in accordance with the procedure established by the Agreement and/or Current Legislation.

3.11. The Customer shall provide the Bank with:

- a consent to partial disclosure to third parties of information about the banking secrecy of the Customer, namely, that it is a Customer of the Bank (disclosure is expressed also by indicating the Customer's account number (IIC);
- the right for the Bank to automatically fill in the Customer details in the payment documents when the Bank executes sender's instructions to transfer money to the Customer's bank account opened with the Bank.

#### **Clause 4. Cash Acceptance and Cash Withdrawal from the Account. Collection**

4.1. Cash transactions shall mean acceptance, recount, change, exchange, withdrawal, sorting, wrapping and storage by the Bank of banknotes and coins, circulating in national and foreign currencies.

The Bank's actions when accepting, recounting, issuing cash from the Customer/Authorized person of the Customer are determined by the Rules of cash transactions and operations of collection of banknotes, coins and valuables in second-tier banks, branches of non-resident banks of the Republic of Kazakhstan, the National Postal Operator and legal entities, whose exclusive business is collection of banknotes, coins and valuables approved by the Regulation of the Management Board of the National Bank of Kazakhstan No.231 dated 29 November 2019, and internal regulatory documents of the Bank, regulating the processes of cash servicing to customers. The Bank charges commission fee for the provided services, in accordance with the Bank Tariffs by direct debiting of the Account.

4.2. Cash is accepted:

- when cash is submitted to the operating cash desk of the Bank branch – on the basis of a cash receipt document filled out / signed by the Customer / Customer's Authorized Person(s), whose signatures are indicated in the signature and seal card, or on the basis of a power of attorney issued by the Customer. When an agent / distributor submits money to the Bank's cash desk without a power of attorney, the Customer hereby confirms the conclusion between the Customer and the agent / distributor of a corresponding agreement of cash contribution for the further distribution thereof to the Customer's bank account;
- when cash is submitted to the recounting office of the Bank branch - on the basis of the bag delivery list and the seal impressions used by the Customer to seal the bags provided to the Bank and the collection service beforehand (not less than within 3 (three) Business days);
- when cash is accepted via ADM based on the Customer details transmitted online;
- when cash is deposited via Smart Kiosk based on the generated bar code / QR code according to the request for replenishment of Smart Kiosk filled in/signed by the Customer / authorized person of the Customer in OnlineBank.

4.3 Cash is withdrawn from the Account through the Bank's cash offices within the balance of money on the Account, taking into account the Bank's commission fee:

- from accounts in national currency – based on a cash voucher issued in accordance with the requirements of the Bank and current legislation of the Republic of Kazakhstan;
- from accounts in foreign currency – according to applications for cash withdrawal in foreign currency.

Cash is withdrawn:

- through Smart Kiosk based on the generated bar code in Onlinebank<sup>2</sup>;
- through ATM using 'Cash by Code' service based on the generated SMS-code in Onlinebank or mobile application<sup>2</sup>.

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<sup>2</sup> The description of the procedure for receiving this service is specified in the Accession Agreement for Provision of Services in Onlinebank Halyk.

The Bank provides cash withdrawals within the limits established by Current Legislation and internal rules of the Bank.

For cash withdrawal from the current account, the Customer must provide documents confirming the basis for cash withdrawals in the amounts within the limits established by the Bank and Current Legislation.

The limit for cash withdrawal established by the Bank and for which the Customer provides supporting documents can be reviewed by the Bank independently.

By signing this Agreement, the Customer gives its consent to the transfer of information and/or documents to the state revenue body, including for the purposes of exchange of information and/or documents between the state revenue body and the National Bank of the Republic of Kazakhstan in accordance with Current Legislation.

If the amount of cash withdrawn from the Customer's Account during a calendar month exceeds withdrawal limit set by Current Legislation, the Bank shall send the documents confirming the purpose of cash withdrawal from the bank account to the state revenue authority, the consent to the transfer of information and (or) documents to the state revenue authority, including for the purposes of exchange of information and (or) documents between the state revenue authority and the National Bank of the Republic of Kazakhstan. The Bank shall issue cash, exceeding the maximum amount of withdrawal, after 3 (three) business days, if no information on existence or absence of grounds for refusal to issue cash to the Customer has been received from the state revenue authority within the specified period.

4.4. The Customer's money received at the recalculation desk before 04:00 p.m. shall be credited to the Account on the same day, and the money received after 04:00 p.m. shall be credited to the Account after the recalculation no later than the next Operating Day.

4.5. The Bank shall credit to the Account actually received money after their complete per banknote count and wrapping, less revealed surplus, shortage and banknotes accepted by the Bank for examination (tenge), collection (foreign currency).

4.6. For invalid and doubtful banknotes (tenge), the Bank additionally draws up the inventory act, indicating the name of the Customer, name of currency, denomination of banknotes (coins), their number and series, total amount, specific features leading to invalidity of banknotes. The withdrawn invalid and doubtful currency notes (tenge) are sent for examination to the branch of National Bank of Kazakhstan.

4.7. For the banknotes of foreign currency the degree of damages of which is relevant to those specified in clause 59, 60 of the Rules for Carrying out Exchange Transactions with Foreign Currency in Cash in the Republic of Kazakhstan approved by the Regulation of the Management Board of the National Bank of Kazakhstan No.49 dated 4 April 2019, the Bank additionally draws up the inventory act, indicating the name of a customer, name of a currency, number, denomination of banknotes (coins), their number and series, year of issue, total amount, specific features of damage. In this case, the Bank has the right to:

- 1) return the banknotes to the Customer with the copy of the inventory act;
- 2) accept damaged banknotes of foreign currency for collection, in accordance with Tariffs applicable in the Bank, wherefore the Customer may give consent, on a one-off basis at the moment of concluding the Agreement, by signing the application for acceptance for collection under the form of Annex 3 hereto.

4.8. For the repeated recount the Customer shall be charged a commission fee in the amount established by the Tariffs, which is calculated from the actual amount that has been repeatedly recounted.

4.9. In case of bulk cash withdrawal determined by the Bank in accordance with its internal documents, the Bank has the right to request the Customer to notify in writing the Bank thereof, one business day before the expected date of cash withdrawal (by e-mail, Onlinebank Halyk) or by telephone.

4.10. If possible, the Bank can render to the Customer the following additional services:

– acceptance of cash in the Bank's cash desk outside of the Customer's service area. The Bank shall accept the money from the Authorized persons on the basis of the powers of attorney issued by the Customer with crediting to the Account specified by the Customer in the application for remote servicing. In this case, the collected money is credited to the Account in accordance with the terms of clause 4.4 hereof;

- sending cash based on the request for delivery of change coin and a cash withdrawal order submitted by the Customer to the Bank via Onlinebank Halyk not later than one day prior to the day of cash disbursement;
- ADM-based cash acceptance (tenge) to the Account.

### **Clause 5. ADM-Based Cash Acceptance**

5.1. The Bank accepts cash from the Customer through ADM for crediting them to the Customer's bank account.

5.2. ADM is the property of the Bank and is installed, if the Bank has the opportunity, either on the Customer's premises (sales area, office, other) or the Bank outlets. In case of installation of ADM on the Customer's premises, an appropriate ADM lease/loan and installation agreement is concluded between the Bank and the Customer.

5.3. The Customer replenishes the Account through ADM by entering the BIN/IIN and the Customer's bank account number (IIC) on the ADM screen. The Customer is responsible for the correct indication of its BIN/IIN and IIC.

5.4. After the Customer deposits cash in the ADM cash acceptor, the money are automatically recounted with further crediting of the actually recounted amount to the Customer Account. Confirmation of the cash acceptance through ADM is a check voucher, printed after depositing cash by the Customer.

5.5. In cases where the transaction made through ADM is completed, but the check voucher is not issued, or if the transaction is not completed, and the reply on the printed check voucher is "transaction error", the Customer has the right to send a letter to the Bank for consideration of the dispute situation. Electronic documents kept by the Bank and the Customer related to the Customer's servicing through ADM, incl. those formed by means of ADM, are considered equivalent to the paper documents and can serve as evidence of the transaction.

5.6. The Bank shall consider the Customer's claims arising during provision of services through ADM, letters for consideration of a dispute situation in the manner and terms established by the internal documents of the Bank and the legislation of the Republic of Kazakhstan.

### **Clause 6. FX Transactions on the Account and Conversion**

6.1. Payments and transfers on the Account related to FX transactions shall be carried out with due regard to the requirements of Current Legislation, internal regulatory documents of the Bank.

6.2. The Customer shall assume the risk of opening and maintaining of the FX Account as well as purchase and sale of foreign currency, which may arise due to limits established by Current Legislation and/or laws of a foreign country in relation to foreign currency, including, but not limited to, maintenance of currency control or currency restrictions, and taxes and other obligatory payments, which can be applied to the Account money, or transactions with their use.

The Customer shall give his/her consent to the Bank to transfer information on currency payment and (or) transfer of money to currency control authorities and law enforcement authorities in case the currency payment and (or) transfer of money was aimed at withdrawal of money from the Republic of Kazakhstan, or related to evasion from fulfillment of requirements of currency legislation of the Republic of Kazakhstan.

The Customer shall give consent to the Bank executing the payment order where the currency of the payment does not match the currency of the bank account, by converting the payment amount specified in the payment order using the exchange rate established by the Bank and in effect on the date the payment is made.

6.3. Having opened the Account, the Customer confirms that it has been duly notified that when carrying out the money transfer transaction on the Account in foreign currency, the correspondent bank or intermediary bank, guided by the requirements of the legislation of the relevant foreign state, international treaties, other requirements, may:

- suspend the money transfer of the Customer for an indefinite period in order to obtain any necessary additional information about the transaction;

- refuse to complete the money transfer in foreign currency without specifying the reasons for such refusal, returning money to the Bank, incl. less a commission charged by the correspondent bank (s).

6.4. The conversion shall be carried out within the money balance of the Account on the basis of a duly executed instruction of the Customer. The Customer shall be entitled, at its own discretion, to authorize the Bank to convert the money from one currency to another both on the Account and involving the Account and other bank accounts opened with the Bank.

6.5. The Bank, in accordance with Current Legislation, shall provide conversion services at the commercial exchange rate set by the Bank on the day of service, transaction. The commercial rate of the conversion complies with the non-cash buying/selling rate, applicable in the Bank on the day of service. The commercial rate of the non-cash buying/selling rate can be changed by the Bank, at its own discretion, during the day, depending on the market situation.

6.6. All FX transactions shall be carried out in accordance with Current Legislation, the Bank's internal documents, including, but not limited to, the ban to settle in foreign currency between residents of the Republic of Kazakhstan (except for cases stipulated by Current Legislation).

6.7. If the amount on the Customer's currency account does not exceed the equivalent established by Current Legislation and if the Customer does not use it within 10 (ten) business days, the Bank shall be entitled to sell this currency within the terms and in the manner prescribed by Current Legislation.

6.8. The Bank shall be entitled to refuse to accept for servicing a currency contract and/or an additional agreement to a currency contract, to suspend and/or refuse to perform an operation under a currency contract and/or an additional agreement to a currency contract, to terminate business relations with the Customer and to refuse from the performance of this Agreement on any of the grounds stated below:

6.8.1. if the Bank has grounds to believe that the Customer's/Counterparty's operations are used for the purposes of legalization (laundering) of proceeds of crime or terrorism financing;

6.8.2. if there are grounds to believe that the Customer's/ transactions of the Customer's counterparty are subject to international economic sanctions or are aimed at evading international economic sanctions;

6.8.3. if the documents/information requested by the Bank have not been provided or have not been provided in full, do not meet the Bank's requirements for any reason, or if the Customer's order contradicts the requirements of the Current legislation;

6.8.4. the existence of sanctions against the Customer/Counterparty of the Customer, their affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g. USA<sup>3</sup>, EU<sup>4</sup>, Great Britain etc.) or international organization (including, but not limited to FATF<sup>5</sup>, UN<sup>6</sup> etc.), including in cases when conditions and business relations may entail the application of restrictions and (or) sanctions to the Bank.

6.9. The Customer confirms its awareness of the liability for violation of Current Legislation, regulating foreign exchange transactions, the obligation of the Bank to the extent of its functions as a currency control agent, the provision of information to the competent state authorities of the Republic of Kazakhstan, foreign tax authorities and foreign tax agents, in accordance with Current Legislation and international treaties, and notifications by the Bank to law enforcement bodies and competent state authorities about Customer's violation of Current Legislation.

6.10. The Customer shall agree that if the Bank receives a request from the foreign correspondent bank involved in the Customer transaction, the Bank may provide all the necessary information and explanations relating to the transaction and information about the participating parties, and if the Bank does not have the requested information, the Customer shall provide the Bank with such information, explanations or documents in full and in time determined by the Bank.

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<sup>3</sup> United States of America

<sup>4</sup> European Union

<sup>5</sup> FATF – Financial Action Task Force on Money Laundering. An intergovernmental organization that develops global standards in the field of combating money laundering and financing of terrorism (AML/CFT), as well as assesses the compliance of national AML/CFT systems with these standards.

<sup>6</sup> UN (United Nations) - an international organization established to maintain and strengthen international peace and security, and to promote cooperation between states.

6.11. The Customer agrees that the Bank shall not be liable for the payment returned by the correspondent bank and/or intermediary bank, which has been sent by the Customer under incorrect details in foreign currency to the Account, less commissions charged by correspondent banks.

6.12. If the Customer is a member of the Astana International Financial Center (AIFC), i.e. it is registered/accredited on its territory as a legal entity, then by acceding to this Agreement, the Customer agrees to the submission of reports on currency transactions conducted on behalf of the Customer, who is a member of the AIFC, by the Bank to the Astana Financial Services Authority, namely:

- information on payments and (or) money transfers on currency transactions carried out on behalf of the Customer;
- information on deals and transactions carried out by the Customer as the AIFC participant, including on behalf of Customer s, that affected the change in requirements for non-residents and obligations to them;
- information on transactions with securities and derivatives carried out by the Customer with nonresidents;
- information on income accrued and received from foreign exchange transactions of the Customer with financial instruments.

### **Clause 7. Terms of Account Maintenance in Special Modes**

At the Customer's request, the Bank may open the Account and provide services for the maintenance of the Account in a special mode. The maintenance services of the Accounts in special mode shall be provided/carried out under the terms hereunder and Current Legislation.

#### **7.1. Maintaining Transit Account:**

7.1.1. The Bank shall accept cash and shall credit non-cash money on the Account of the Customer /Customer's branch, the maintenance of which is carried out in transit mode, in order to accumulate money thereon, for its further transfer to the Customer's Account opened with the Bank, the details of which the Customer/Customer's branch indicates in the Application 2 based on which the Account has been opened;

7.1.2. The outgoing payments and transfers, cash withdrawals from the Transit Account are not available for the Customer;

7.1.3. The Bank shall transfer money from the Transit Account, with the frequency indicated by the Customer in the Application 2 based on which the Account has been opened;

7.1.4. The Bank shall not make, and the Customer shall not be entitled to demand other transactions on the Account, not covered by the clause 7.1.1 hereof.

#### **7.2. Maintaining the Account of a trade union/political party:**

7.2.1. The Bank shall block all the money credited to the Account of the trade union/political party until the source of their payment is identified;

7.2.2. The Bank shall release the blocked Account not later than the following Operating day from the date of crediting of money on the Account, or the Bank shall refuse to fulfill the payment order at the receipt of money, including foreign currency from non-residents, foreign states, public bodies, government agencies, religious groups and charitable organizations in favor of political parties and trade unions on the operations not related to the execution of the agreement (s), contract (s) for the supply of goods (works, services), except for the financing of trade unions from sources permitted by Current Legislation;

7.2.3. The Customer shall agree not to prevent withdrawal of money by the Bank, subject to refund to the sender of money, in the cases provided for by clause 7.2.2 hereof.

### **Clause 8. Payments and Money Transfers**

8.1. The Customer shall, at its own discretion, manage the money on the Account, in accordance with the procedure established by the Agreement and Current Legislation, using payment documents submitted to the Bank in soft or hard copy.

8.2. The Customer shall operate the Account by written instructions to the Bank by the persons included in the banking sample signatures and seal card or by signing in Onlinebank Halyk. Duly executed payment documents of the Customer for payment, money transfer from the Account shall be accepted and executed on the Operating day, subject to the availability of required amount on the Account for payment and (or) money transfer and the amount of fee/fees of the Bank for the service/services.

8.3. Any other means of providing instructions on the Account management shall be separately agreed between the Bank and the Customer in writing form, whereupon such instructions shall be accepted and performed by the Bank.

8.4. The Bank shall ensure fulfillment of the Customer's instruction on the day, when it is initiated by the Customer, except for the cases provided for by the Agreement and Current Legislation.

The Bank shall fulfill the instructions on money crediting on the Account during the Operating day on the day of receipt of the instruction, except the cases when the Customer as beneficiary should provide the necessary documents and information, as stipulated by Current Legislation on currency regulation.

The Bank shall fulfill the instructions presented by third parties by means of collection order, subject to fulfillment during indefinite time, with future value date, based on which the international payments and (or) money transfers are made, subject to fulfillment upon presentation of notification by the beneficiary on registration of civil transactions (obligations) of state institution, within the deadlines established by Current Legislation.

8.5. The Parties hereby agree that all and any instructions of the Customer on making payments and transfers, including but not limited on tax payment and other obligatory payments to the budget, shall be accepted only during the Operating day.

The instructions made by the Customer after the end of the Operating day shall be accepted by the Bank at the beginning of the next Operating day, and executed by the Bank on the next Operating day. The Customer assumes all risk and liability associated with the provision of instructions to the Bank on making payments and transfers, including, but not limited to the tax payment and other obligatory payments to the budget, after the end of the Operating day.

8.6. The transactions on crediting money to the Account shall be made within the Operating day, subject to compliance of such transactions with Current Legislation and submission of documents by the Customer, as provided for by Current Legislation.

8.7. The Bank shall have the right to refuse to execute the Customer's instruction:

- if the amount indicated in the payment document, and the amount of fee payable to the Bank, exceeds the Account balance;
- (under sanctions imposed in accordance with jurisdiction of any country (e.g. OFAC) or international organization (including, but not limited to FATF and UN), which apply to the Bank and Customer;
- if the Bank has reasons to believe that the transactions of the Customer/the Customer's counterparty fall under international economic sanctions or are aimed at the evasion of international economic sanctions;
- in case of suspicions, including in the course of studying the transactions made by the Customer that such transactions are carried out and used by the Customer for the purpose of legalization (laundering) of proceeds from crime, or financing of terrorism;
- on the grounds provided by the Law of the Republic of Kazakhstan "On Combating Legitimization (Laundering) of Proceeds of Crime, and Financing of Terrorism" (hereinafter, AML/CFT Law), in cases provided for by international treaties ratified by the Republic of Kazakhstan;
- if instructions and documents presented by the Customer contradict the requirements of Current Legislation and internal documents of the Bank;
- if unauthorized payment is detected, as well as when reasonable facts of unlawful receipt of money transferred in favor of the beneficiary are identified and confirmed;
- if the payment document contains forgery, corrections, additions and blots;
- in case of suspicion of fraudulent actions of the Customer in the process of payment;
- if the payment document is transferred with violation of the order of protective actions against unauthorized payments, money transfers between the Parties, in particular, signed on behalf of the Customer by a person who does not have the authority to do so;

- if the payment document does not contain all or some details provided for this type of payment document in accordance with Current Legislation and internal documents of the Bank;
- in case of non-compliance of IIC, IIN/BIN of the Customer, details indicated in the payment document, including in the payment document for taxes and other obligatory documents to the budget, social charges to the State Social Insurance Fund, charges and (or) contributions to the Social Medical Insurance Fund, obligatory pension contributions, obligatory professional pension contributions with information submitted to the state revenue authority;
- if the Customer fails to comply with the requirements to the procedure of drawing up and submission of the payment document established by Current Legislation, as well as the Agreement;
- in case of discrepancy between the amounts indicated in the payment document in figures and in words;
- if there are any resolutions and (or) orders of competent state authorities or officials to suspend debit transactions on the Customer's bank account, to impose temporary restrictions on disposal of property, unsecured acts on seizure of money held in the Customer's bank account, as well as instructions to be executed earlier, in accordance with the priority established by Current Legislation for satisfaction of claims from the money held in the Account, and to the extent otherwise stipulated by Current Legislation.
- if the documents were presented, which prove the disputes between the Customer's owners about the powers of persons whose signatures are included in the document with a sample signature or about the termination of the powers of such persons;
- on other grounds established by or arising from this Agreement, the legislation of the Republic of Kazakhstan.

The refusal of the Bank to execute payment document shall be made during the Operating day on the day of receipt of the instruction, indicating the reason for the refusal. The Bank sends to the Customer the notice of refusal to execute the payment document, except for the collection order, by email or via Onlinebank Halyk, orally or otherwise, as provided herein. The day of refusal to execute the payment document shall be deemed the date when such notice/message is sent.

In the event of a reasonable refusal, the Bank shall not be liable for losses and damages that the Customer incurs or may incur due to the refusal of the Bank to execute the instruction.

8.8. The Bank shall be entitled to suspend and/ or refuse the execution of the Customer's instructions on the grounds provided by the AML/CFT Law, the Law of the Republic of Kazakhstan "On Payments and Payment Systems" and other regulatory legal acts of the Republic of Kazakhstan.

8.9. When the Customer is a beneficiary, the Bank as the beneficiary bank, has the right to refuse to execute the payment document in the following cases:

- if the money sender does not comply with requirements to the procedure of drawing up and presentation of the payment document established by Current Legislation and internal documents of the Bank;
- if unauthorized payment is detected, as well as when reasonable facts of unlawful receipt of money transferred in favor of the beneficiary are identified and confirmed;
- in case of non-compliance of IIC, IIN/BIN with details of beneficiary;
- as provided by the Current foreign exchange control legislation.

The Bank as the beneficiary bank shall refuse to execute the instruction during the Operating day on which the instruction has been received, indicating the reason for refusal.

8.10. The Customer hereby represents and warrants that it assumes the entire risk and all liability related to the incorrect details in the payment documents, which relate to the identification of the Customer or the beneficiary, and error codes required under Current Legislation.

8.11. The Customer shall be obliged to provide the Bank, upon its request, with supporting documents for payment, money transfer.

8.12. The Customer may specify the value date in payment documents. The Bank shall execute Customer's instructions with value date on the value date specified by the Customer, during Operating days.

8.13. The Customer shall revoke the instruction accepted by the Bank and suspend execution of the instruction before it is fulfilled, in the manner and terms established by Current Legislation and internal procedures of the Bank.

8.14. The instructions for payments and money transfers as well as the orders for their revocation shall be submitted electronically pursuant to and according to the procedure provided for in relevant agreement governing the relationship between the Bank and the Customer within Onlinebank Halyk, which is concluded in connection with the availability of the Account at the Bank. The said agreement also regulates the procedure for the provision of additional services and services available in the system.

8.15. The Bank shall provide the information on the executed instructions, Account status, debit/credit turnovers in the form of a statement and a payment document, which are provided, at the discretion of the Bank, electronically (if the Customer uses services via the Onlinebank Halyk). The statement certified by an electronic stamp of the Bank is a sufficient evidence that transactions indicated therein were made and that the Customer has been notified of erroneous transactions, and failure to present prompt notification to the Bank thereof, is the risk and responsibility of the Customer.

8.16. The Customer must check all received correspondence from the Bank (statements and/or any other information) once as received. Moreover, the Customer must check correctness of instructions, orders of the Customer, which have been executed by the Bank. If the Customer finds any inaccuracy and/or incomplete execution, it must promptly notify the Bank to that end.

8.17. If a seal is lost or in case of its depreciation, rename/change of legal form of the Customer, the Bank shall provide services to the Customer under temporary sample signature card (without seal), based on application of the Customer and temporary sample signature card (without seal). The validity of temporary sample signature card (without seal) shall not exceed 30 (thirty) calendar days, for the period of seal production. After this period, the Bank terminates provision of services to the Customer until new banking sample signatures and seal card is submitted. The Customer shall bear full responsibility for risks associated with the risk of forgery of unstamped instructions on Account transactions.

8.18. If there are no written claims of the Customer within 10 (ten) business days from the beginning of each calendar year, indicating any disagreements between the Bank and the Customer on the amount of the closing balance as of 31 December of each calendar year on the Account this balance shall be deemed confirmed by the Customer.

### **Clause 9. Standing Order**

9.1. The Bank on behalf of the Customer, in the event of the Customer's need for regular payments and (or) money transfers in favor of a beneficiary, performs non-cash payments and (or) money transfers on behalf of the Customer, in accordance with the standing order submitted by the Customer.

9.2. The execution of a standing order is carried out by the Bank without additional payment documents submitted by the Customer to the Bank, in accordance with the terms of the standing order, when one or more beneficiaries submit supporting documents to the Bank.

When executing standing order, payments and (or) money transfers are made automatically.

9.3. Payments and (or) money transfers by standing order are made under bank details indicated in the standing order of one or several beneficiaries, upon the availability of sufficient amount on the Account for its execution.

### **Clause 10. Audio Servicing to the Customer**

10.1. The Bank shall provide the Customer with information on the Account status upon telephone request by memorable word specified by the Customer in Application 1, 2.

10.2. As part of this service, the Customer is entitled to request information on the Account balance, transactions for the period, unlock user of Onlinebank Halyk, other transactions, according to internal documents of the Bank.

10.3. The Customer shall be obliged, in order to avoid unauthorized use of the "memorable word" by unauthorized person, if "memorable word" is disclosed, to immediately notify in writing the Bank thereof, for blocking the audio servicing, or apply for change of the "memorable word" in writing in any form.

10.4. The Bank shall not be responsible for providing information using "memorable word" to persons who have received the unauthorized access thereto, without the participation of the Bank. The

Bank shall have the right not to accept the claims for releasing the information on the Account, if the Bank has not been timely notified on the disclosure of the "memorable word" to a third party.

10.5. The Customer shall have the right to disclose the "memorable word", at its own discretion, to any person who is authorized by it to request from the Bank the information stipulated herein, which the Bank will consider as the Customer's Authorized person with the right to receive information on the Account.

10.6. The Customer shall have the right to change the "memorable word", other than set out in the clause 10.3 hereof, by written application to the Bank.

### **Clause 11. Rights and Obligations of the Parties**

11.1. The Customer shall have the right to:

11.1.1. manage money on the Account, including give instruction to the Bank on making payments, money transfers, according to the procedure established by the Current Legislation and the Agreement;

11.1.2. independently select services, transactions under the Agreement, required for its business;

11.1.3. receive information on the Account status;

11.1.4. receive services, make transactions via the Authorized person;

11.1.5. claim for amount of the Account balance, which is inactive, in the absence of unfulfilled claims to the Account;

11.1.6. demand from the Bank the proper performance of its obligations under the Agreement;

11.1.7. exercise other rights provided for by the Agreement and the Current Legislation.

11.2. The Customer shall undertake:

11.2.1. to provide the Bank with required documents for opening of the Account and transactions thereon, according to the list provided by the Bank and provided by internal documents of the Bank and the Current Legislation, including the information on beneficial owners, tax residency, source of financing of the completed transactions;

11.2.2. to handle carefully the letterheads, data carriers placed at its disposal by the Bank. If the Customer becomes aware of such circumstances as, for example, loss, theft or misuse of these letterheads, data carriers, it shall be obliged to immediately notify in writing the Bank thereof;

11.2.3. to give instructions to the Bank for making transactions on the Account, executed subject to the requirements of the Current Legislation, internal documents of the Bank and terms of the Agreement;

11.2.4. to immediately notify the Bank in the manner and terms set out in the Agreement, in cases of:

- change of location, contact phone numbers, e-mail address and other information contained in the documents submitted to the Bank, loss, embezzlement of constituent documents;

- change in the name, corporate form, re-registration, reorganization and other changes, providing originals of the documents confirming such changes. Any changes become effective for the Bank only after receipt of the Customer notifications and the supporting documents by the Bank, except for those changes received by the Bank from the GDB;

- changes in other data contained in the constituent and other documents, not requiring re-registration of the Customer;

- changes in the leadership and their ID cards and ID card of the Customer;

- change of founders/participants, change of beneficial owners of the Customer;

- early termination of the Customer's Authorized persons powers, providing supporting documents;

11.2.5. to pay for the Bank's services under the Bank Tariffs, in accordance with the procedure specified in the Agreement, including by ensuring the amount on the Account, required for the fee payment;

11.2.6. within the terms specified by the Bank, to reimburse the Bank for commissions of other banks (including foreign), overheads, other expenses, if such are required for provision of services, making transactions by the Bank under the Agreement;

11.2.7. to learn about any amendments to the Agreement, Tariffs and to learn information provided by the Bank on the Agreement in divisions/branches of the Bank, on the website of the Bank: [www.halykbank.kz](http://www.halykbank.kz). If the Customer fails to submit to the Bank a statement of disagreement with the increased Bank Tariffs, it shall mean that the Customer agrees with the Bank Tariffs. If the Customer disagrees with the increased Bank Tariffs, the Customer is entitled to terminate the Agreement in the manner established by the terms of this Agreement;

11.2.8. in the case of deposit/credit of bulk sum (the amount is determined by the Bank and the Current legislation) to the Account, the Bank shall have the right to request, and the Customer is obliged to provide the Bank, within the prescribed period, with documents confirming the legality of the source of such money;

11.2.9. to check the correctness of the performed instructions by the Bank. In case of discrepancies, incorrect or incomplete performance of the instructions - immediately notify the Bank in writing thereof, by phone, by e-mail;

11.2.10. notify the Bank in writing, within 3 (three) Business days from the date of the court ruling on recognition of the Customer bankrupt and its liquidation with the initiation of bankruptcy procedures/decision to declare the Customer bankrupt and liquidate it without instituting the bankruptcy proceeding;

11.2.11 in its activities to comply with the requirements of international economic sanctions, international standards and anti-money laundering or anti-terrorism financing legislation;

11.2.12. not to make payments/transfers through the Bank in favor (directly or indirectly) of persons/organizations included in the sanctions lists, as well as not to make transactions/payments/transfers directly/indirectly prohibited by international economic sanctions;

11.2.13. not to act directly/indirectly in favor of partners/counterparties/customers (their founders, beneficial owners and affiliates) subject to international economic sanctions;

11.2.14. perform other duties established by the Agreement and the Current legislation.

11.3. The Bank shall have the right to:

11.3.1. refuse to establish business relations with the Customer if it is impossible to take measures for due diligence stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, as well as provided that there is a suspicion that the business relationship is used by the Customer for the purpose of legalizing (laundering) criminal proceeds or financing of terrorism;

11.3.2. require the Customer (his/her representative) to submit information and documents necessary to open an Account and provide services, to identify the Customer (his/her representative), to identify the beneficial owner, as well as to provide information on tax residency, type of activity and source of financing of transactions, source of financing of transactions and other information and documents stipulated by the Bank's internal documents and procedures on combating legalization (laundering) of proceeds of crime and other information and documents;

11.3.3. to refuse the Customer or suspend execution of debit transactions on the account in cases of:

- the Customer's failure to submit documents and information required by the Bank to perform its functions and/or submission of documents and information that do not meet the Bank's requirements;
- submission by the Customer to the Bank of inaccurate, incorrect, distorted, contradictory, incomplete information, including in case of suspicion that the Customer intentionally misleads the Bank and its employees;
- the Bank has grounds to believe that such transactions are made for the purposes of money laundering or terrorism financing of the Customer/Customer's counterparty fall under international economic sanctions or are aimed at evading international economic sanctions;
- the Bank receives decisions and/or orders of an authorized state body and/or official to suspend debit transactions on the Account;

11.3.4. block the Customer's Account until clarification upon detection:

- suspicious or fraudulent transactions;
- in the case of death of an individual entrepreneur and the refusal to close the account by his heirs;
- in the case of liquidation of the Customer or termination of the individual entrepreneur;

- 11.3.5. terminate the business relationship with the Customer by unilateral refusal to perform the Agreement in cases including, but not limited to:
- in the process of studying transactions there appears a suspicion that the business relationship is used by the Customer for the purpose of legalizing (laundering) criminal proceeds or financing of terrorism and/or in violation of/bypassing international economic sanctions;
  - repeated refusals to carry out debit transactions on a bank account or to suspend all operations on the bank accounts of the Customer;
  - sanctions have been imposed on the Customer and/or its affiliates, in accordance with the jurisdiction of any country (for example, the OFAC OFACCIIA, EC, Great Britain etc.) or an international organization (including but not limited to the FATF and the UN etc.);
  - the Bank has grounds to believe that the transactions of the Customer / Counterparty of the Customer fall under the effect of international economic sanctions or are aimed at evading international economic sanctions;
  - as stipulated by the Bank's internal regulatory documents and procedures aimed at anti-money laundering and combating the financing of terrorism;
  - for other grounds stipulated by the AML/CFT Law;
- 11.3.6. revoke any personal data consents given to the Bank, challenge their validity by anyone, invalidation of any of the personal data consents given to the Bank, inability to use personal data of the personal data owners given to the Bank (including due to their destruction, blocking, depersonalization, etc.), application of measures to the Bank for violation of personal data legislation;
- 11.3.7. in cases specified by the Current legislation, internal documents of the Bank, and/or the terms of this Agreement, refuse to establish business relations with the Customer;
- 11.3.8. suspend debit transactions on the Account, in cases established by the Current legislation and the Agreement;
- 11.3.9. refuse to execute payment document under which the Bank has received payment, transfer in favor of the Customer as a beneficiary, in the cases provided for by the Agreement;
- 11.3.10. amend the terms of the Agreement, Tariffs, in accordance with the terms of the Agreement;
- 11.3.11. refuse to execute instructions of the Customer in the cases provided for by the Agreement;
- 11.3.12. at its discretion, make changes to the list of documents required for opening of the Account and making transactions thereon, including, in cases expressly provided for by the Current legislation;
- 11.3.13. use services of third parties (e.g. correspondent bank). To execute the Customer's payment order, the Bank is entitled to send it for further execution to the intermediary bank) in the performance of its obligations and instructions of the Customer and provision of other services to the Customer, in accordance with the Agreement, including cases when the need to use the services of third parties is not directly established by the Current legislation;
- 11.3.14. send notices, information messages to the Customer by mail and/or e-mail, SMS-messages, if such service is provided to the Customer on the basis of the relevant agreement via Onlinebank Halyk system;
- 11.3.15. to refuse to close the Account to the Customer in case of outstanding claims to the Account, existence of valid loan agreements, guarantees (other agreements), except for cases of liquidation or, bankruptcy and reorganization of the Customer, as well as other cases stipulated by the Agreement;
- 11.3.16. close the Account in cases stipulated in the Agreement;
- 11.3.17. to notify the state revenue authority about opening/closing of the Account within the terms established by the Current legislation;
- 11.3.18. demand from the Customer proper fulfillment of obligations under the Agreement;
- 11.3.19. to receive information from the GDB services for data actualization and data update, including information on CCEA, without requesting supporting documents from the Customer;
- 11.3.20. independently make a decision to stop accepting cash from the Customer or other persons. The Bank notifies the Customer about it by placing information on the Bank's website at the following e-mail address: [www.halykbank.kz](http://www.halykbank.kz) and/or via Onlinebank Halyk; 15-1.

11.3.21. to debit the Customer's bank accounts opened with the Bank for the amounts of reimbursement of money received by the Customer as a result of fraudulent transactions, actions of the Customer, third parties when participating in promotions under the Bank's loyalty bonus programs. In case of insufficiency of money on the Customer's bank accounts opened with the Bank, the Bank shall be entitled to issue payment requests to the Customer's accounts opened with other banks, organizations performing certain types of banking operations;

11.3.22. exercise other rights provided for by the Agreement, including the right to withdraw from the Agreement, and the Current legislation.

11.4. The Bank shall undertake:

11.4.1. to provide services, make transactions on the Account, in accordance with the Current legislation, this Agreement and the Customer's instructions;

11.4.2. to credit the Account with money received in favor of the Customer within the terms established by the Agreement, the Current legislation;

11.4.3. to provide the Customer with information on Account status, in the manner provided for by the Agreement, Current legislation;

11.4.4. to inform the Customer on the amendments to the terms of the Agreement, Tariffs in the manner provided for by the Agreement;

11.4.5. to not disclose information constituting bank secret, except as otherwise expressly specified by the Current legislation, and cases of its disclosure to third parties by the Bank as provided for in the Agreement. Unless otherwise provided for in the Agreement, the Customer may give the Bank consent/consents to the disclosure of information that constitutes banking secrecy to other third parties on the basis of separate written consent. At the same time, the Bank shall not be liable if the information constituting banking secrecy has been disclosed to other persons, in particular, to the Bank subsidiaries, by the Customer itself, by the Customer's Authorized Person, or information constituting bank secrecy, or became known to other persons from other sources. The Customer hereby gives consent to the Bank to disclose information that constitutes Customer's banking secrecy, which the Bank legally possesses under the Agreement, to Organizations, collection agencies, auditors of the Bank. At the same time, the Customer certifies that this written consent to the Bank to disclose information constituting bank secrecy is provided to the Bank when signing Application 1 hereto;

11.4.6. to perform other duties established by the Agreement and the Current legislation.

## **Clause 12. Unauthorized Payments. Error Instructions. Protective Actions against Unauthorized Payments**

### **Section 1. Unauthorized Payments**

12.1. The Customer determines the correctness of the payment document executed by the Bank and, in case of execution of an unauthorized payment document, informs the Bank to this end during three Operating days after it has been revealed, but within the period of limitation, which is calculated from the moment of such payment.

12.2. Upon receipt of the notification from the Customer, the Bank takes measures that it deems necessary to identify the reasons, possible errors, the consequences of unauthorized payment. The Bank may take actions aimed at determining the fact that each Party has taken protective actions when initiating instructions, to ascertain whether each Party complies with the norms of the Current legislation, the terms of the Agreement.

If the Customer sent the payment document through Onlinebank Halyk, the settlement of issues on unauthorized payments is carried out taking into account the terms of the banking services agreement in Onlinebank Halyk.

12.3. If the Bank is not the beneficiary's bank, and in determining the fact of unauthorized payment, the Bank sends a notice to the beneficiary's bank of the refund of unauthorized payment. The form of notification is determined by the Bank independently.

12.4. In the event that the beneficiary's bank fails to return/is unable to return the money for unauthorized payment, as well as in cases where the Bank is promptly notified by the Customer of an unauthorized payment document and the Bank subsequently executes such payment document, the Bank

and the Customer shall settle the relationship among themselves by negotiation, in accordance with the Current legislation.

12.5. The terms of this section also apply to the instructions of the Customer to revoke a payment document or to suspend its execution.

12.6. The Bank shall be entitled to terminate consideration of the Customer's notification of unauthorized payment, if, when the Bank takes measures to identify the reasons, possible errors, consequences, it will be found that the payment was made by the Customer in compliance with the protective actions, the norms of the Current legislation, the terms of the Agreement..

12.7. The Bank shall not be liable if, while making payment, the order of protective actions was not followed by it, but the money was received by the beneficiary, in accordance with the Current legislation.

### **Section 2. Error Instructions**

12.8. The Customer determines the correctness of execution of the payment document and, in case of its erroneous execution, informs the Bank about the detected error within three Operating Days after discovery of the execution of the erroneous payment, but not later than three years from the date of execution of the erroneous instruction. In the message about the erroneous payment, the Customer specifies the details of the payment document and the erroneous details revealed by it. The Bank shall not be liable for the erroneously executed payment document, if the error is committed by the Customer.

The Customer hereby declares that it assumes the risk associated with the erroneously executed payment document by the Bank, if the error is committed by the Customer, its Authorized person.

12.9. If the Bank made an erroneous payment, it sends a notification to the beneficiary in favor of which the erroneous payment was made, or to the bank in which the beneficiary has opened bank account, about the need to return an erroneous payment, enclosing documents confirming the fact of the error payment.

### **Section 3. Protective Actions Against Unauthorized Payments**

12.10. When accepting Customer's instruction to revoke or suspend payment document as protective actions against unauthorized payments, the following elements of protective actions against unauthorized payments may be used, including but not limited to:

payment document is signed by the Customer's own hand, its Authorized person at personal attendance at the Bank. In the event of a discrepancy between the signature of the Customer, its Authorized person on the payment document signed by the Customer, Authorized person specified in the banking sample signatures and seal card, the Bank has the right to carry out signature identification procedures, and the Customer, its Authorized person shall undertake to indicate their full name (patronymic, if available) on the back of the banking sample signatures and seal card. At the same time, the Parties confirm that the visual conformity by the external features of the seal (if any) and the signatures on the payment document to the samples presented by the Customer in the banking sample signatures and seal card is considered to be a confirmation of their authentication;

payment document is signed by the Customer, its Authorized person by electronic digital signature;

dynamic identification of the Customer, its Authorized person, when the Bank provides payment service;

original ID-based verification of the identity of the Customer, its Authorized person, at their appearance in person;

other types of protection established by the Bank (follow-up control, verification, etc.).

The Bank ensures the security of the identification tools of the Customer, its Authorized person from third party access.

### **Clause 13. The Commission Fee of the Bank**

13.1. The Customer pays for the Bank's services, transactions made under the Agreement, including the execution by the Bank of third party instructions, in the form of commissions in amounts, in the currency provided for by the Tariffs.

The Tariffs are available in the branches/divisions of the Bank, on the website of the Bank: [www.halykbank.kz](http://www.halykbank.kz).

13.2. Prior provision of services, the Customer shall learn about the Tariffs in the branch/division of the Bank, on the Bank's website: [www.halykbank.kz](http://www.halykbank.kz). Also, the information on the commission charged by the Bank is announced to the Customer by the Bank employee, when it contacts the Bank due to receipt of the service.

13.3. Fee for provision of payment and (or) money transfer services, for execution of transaction shall be charged from the Account on the basis of the fact directly upon provision and provision of the service separately from the amount of payment and (or) money transfer, transaction, without deduction from the amount of payment or transfer, transaction. At that, the Bank's employee shall notify the Customer of the amount of the tariff. The commission fee shall be paid before the service is rendered.

The commissions may be charged by deducting them from the amount of payment and (or) money transfer, in the following cases:

- if it is stipulated in the agreement of the Customer's beneficiary concluded with the bank, organization that provides services for the beneficiary of the Customer, and that carries out certain types of banking operations;

- in the context of international payments and (or) money transfers, when the account of the Customer's beneficiary is opened in a financial institution beyond the territory of the Republic of Kazakhstan;

- in the context of international payments and (or) money transfers, when money proceeds to the Account from money senders' accounts in the financial organizations beyond the territory of the Republic of Kazakhstan.

The service fee for payment and (or) money transfer, transaction may be also paid by the Customer in cash, separately from the amount of payment and (or) transfer/transaction, in compliance with restrictions of the Current legislation.

13.4. In case of insufficient money on the Account to pay commission to the Bank, the amount of outstanding commission shall be placed in the card file until it is fully repaid. All debt in the card file are written off automatically when money is received on the Account.

#### **Clause 14. Liability of the Parties**

14.1. The Parties shall bear responsibility in accordance with the Current legislation.

14.2. The Bank shall be responsible for:

14.2.1. unjustified refusal to execute the Customer's payment document. In this case, the Bank shall reimburse the damage to the Customer in the amount of one monthly calculation index;

14.2.2. unauthorized or erroneous payment, transfer by the Bank's fault. In this case, the Bank shall reimburse the damage to the Customer, in the amount of the commission amount, which had been paid for service, transaction;

14.2.3. late execution of the Customer's payment document by the Bank's fault, the Bank shall reimburse the damage to the Customer, in the amount of one monthly calculation index;

14.2.4. late crediting the Account with money by the Bank's fault or for unjustified Bank's refusal to credit the Account with money, received from a third party – money sender, the Bank shall pay a fine to the Customer, in the amount of one monthly calculation index;

14.2.5. for disclosure of information, constituting the bank secrecy, save for the information explicitly provided for by the laws of the Republic of Kazakhstan, disclosure of information to third parties with the consent of the Customer.

To receive the amounts indicated in paragraph 14.2.1 - 14.2.4 hereof, the Customer should contact the Bank in writing. After consideration by the Bank of the Customer's application, the amount may be paid by crediting the Account indicated by the Customer, opened in the Bank.

The Bank shall not reimburse the lost profit to the Customer, in accordance with the Agreement.

14.3. The Bank shall not be responsible for:

14.3.1. failed or inappropriate fulfillment of obligations under the Agreement, arising due to unclear, incomplete or inaccurate instructions of the Customer or third parties, and for other reasons beyond the control of the Bank;

14.3.2. losses caused to the Customer as a result of the suspension of transactions on the Account and/or seizure of the money in the Account, made in accordance with the Current legislation, on the basis of decisions/actions of the Authorized bodies, and for damages caused to the Customer as a result of cash withdrawal from the Account by third parties, without consent of the Customer, based on the collection orders and/or payment requests-orders not requiring the Customer's accept;

14.3.3. the activities of third parties, which entailed violation of the parties' obligations under the Agreement, including the actions of the foreign correspondent bank in the process of payment in foreign currency. However, if the Customer incurs or be in a situation of potential and/or actual losses due to such actions of third parties, the Bank shall provide all possible assistance in resolving the situation and the exclusion of such losses;

14.3.4. in cases where the said documents without obvious signs of forgery have been submitted to the Bank by authorized and/or unauthorized persons. The Bank's employee shall only visually verify the Customer's signatures and seal affixed on the payment documents/revocations of payment documents.

14.4. The Customer shall be liable, inter alia, when its Authorized person acts on behalf of the Customer:

14.4.1. for providing the Bank with incomplete, unreliable information to receive services, make transactions under the Agreement;

14.4.2. for wrong details in payment documents;

14.4.3. in other cases provided for in the Contract and Current legislation.

14.5. Responsibility for reasonable cash withdrawal from the Account, without consent of the Customer under third party instructions (collection orders, payment requests) shall be borne by initiators, senders of such instructions (collectors). The Bank shall not consider the Customer's objections a priori against debiting the Account in these cases, without the consent of the Customer.

14.6. Responsibility for unreasonable suspension of the Account transactions, for temporary restriction on disposal of property, and seizure of money held in the Account, shall be borne by the Authorized body/person, who has presented a decision to suspend transactions on the Customer's Accounts, and/or temporary restriction on disposal of property, and (or) the seizure of money held in the Account/Accounts of the Customer.

### **Clause 15. Force Majeure**

15.1. The Parties shall not be responsible for failed or improper performance of the obligations under the Agreement, if such failure or improper performance is caused by force majeure.

15.2. For the purposes of this Agreement, the Parties shall mean by the acts of God (force-majeure), including, but not limited to: floods, fires, wars, insurrections, revolts, revolutions, riots, unrest, nationalizations, seizures for state needs, issuance of regulatory legal or other obligatory acts, unlawful actions of persons who are not employees, managers, Authorized persons of the Parties, as well as failures, critical errors in electronic systems/networks of central, national and other banks, other circumstances, which prevent banks from making payments.

15.3. If failed or improper performance of the obligations under the Agreement was caused by force majeure, the suffered Party must notify (in writing, by telephone, fax or other communication channels) the other Party on the occurrence of such circumstances within 5 (five) business days from the date of force majeure circumstances, describing the act of God, and take all possible actions to reduce losses or damages in respect of the other Party and restore its ability to meet its obligations under the Agreement. Failed or untimely notification deprives the Party of the right to refer to any act of God as a ground exempting from liability for failed or improper fulfillment of the obligations under the Agreement, except where such failed or untimely notification directly is caused by the relevant force majeure.

### **Clause 16. Validity.**

#### **Closure of the Account. Dissolution, Termination of the Agreement**

16.1. The Agreement shall enter into force from the date of acceptance by the Bank of the Application 1 and all necessary marks thereon.

16.2. The Agreement shall be valid indefinitely.

16.3. The Customer has the right to submit to the Bank an application/applications for closing one or several Accounts opened under the Agreement, in the absence of unfulfilled claims to such Accounts, encumbrances on the Account, without termination of the Agreement (when at least one Account remains unclosed). In this case, the Bank closes each Account without unfulfilled claims, encumbrances on the money on the Account, within 3 (three) business days from the date of receipt from the Customer of the application for closing the Account.

The Account(s) may not be closed if there are outstanding claims, encumbrances on the money in the Account(s), except in cases of reorganization, liquidation of the Customer, incl. de-registration as an individual entrepreneur with the registering authority.

16.4. The Bank has the right to close the Account or several Accounts without termination of the Agreement (when at least one Account remains opened) in the following cases:

16.4.1. lack of money on the Account for more than one year;

16.4.2. lack of money movements on the Account for more than one year;

16.4.3. lack of money movements on the Account/Accounts for over one year and available balance of money on the Account/Accounts. In this case, the Bank has the right to transfer the balance of money to the notary's deposit/ or to another bank account of the Customer opened with the Bank and close the Account(s) (for individual entrepreneurs to transfer money to the mandatory pension contributions account opened with the USPF).

16.5. The Bank shall notify the Customer ten (10) working days prior to the expected closing date of the Account by:

- sending text messages, push notifications to existing contacts;

- publication of the relevant notice on the Bank's website and in the media.

When information is published on the Bank's website, in the media or in text message notices, account numbers to be closed are masked by the Bank.

16.6. The Agreement is terminated:

16.6.1. when the Customer withdraws from the Agreement (waives the fulfillment of the Agreement);

16.6.2. by the Bank on their own, if it waives the fulfillment of the Agreement (unilateral repudiation), including in accordance with sub-clause 11.3.5 hereof;

16.6.3. as agreed by Parties;

16.6.4. in the event of termination of the Customer's activity due to liquidation, death of an individual entrepreneur;

16.6.5. in the cases provided for in the Current legislation.

16.7. The Customer has the right to withdraw from the Agreement provided that none of the Accounts opened under the Agreement have unfulfilled claims, encumbrances on the Accounts, by sending written notification to the Bank not later than 10 (ten) calendar days before the date of termination of the Agreement. Along with the notification, the Customer should submit to the Bank an application for closing all Accounts opened under the Agreement. The Bank shall close the Accounts, within 10 business days from the date of termination of the Agreement specified by the Customer in the written notification.

16.8. The account of a public institution financed from the state budget shall be closed on the basis of the authorization of the central authorized body for budget execution in case of withdrawal of the authorization or upon expiry of its validity.

16.9. The Agreement shall be terminated if the Customer - a legal entity - ceases to operate due to its liquidation or de-registration as an individual entrepreneur with the registering authority. The Bank shall close the Account(s) opened under the Agreement of such Customer on the basis of the information entered into the National Register of Business Identification Numbers of the legal entity or the de-registration as an individual entrepreneur with the registering authority.

16.10. The Bank shall notify on closing the Account to the state revenue authority within the period established by the Current legislation.

16.11. If the Bank refuses to perform the Agreement, the Bank also carries out other actions provided for by the Current legislation.

16.12. Upon termination of the Agreement, the Parties shall undertake to finalize all mutual settlements between them. In case the Bank transfers the balance of money from the Account on the terms of a notary's deposit and/or for an individual entrepreneur to an account for mandatory pension contributions opened with the Unified National Pension Fund or to accounts (current, savings) of an individual opened with the Bank in his/her name, the Bank's obligation to the Customer shall be deemed fulfilled.

### **Clause 17. Final Provisions**

17.1. This Agreement represents complete mutual understanding between the Parties and shall supersede all previous agreements and arrangements, written and oral, between the Parties concerning opening, maintenance and closing of the Customer's Account.

17.3. When the Bank introduces amendments to the Agreement, Tariffs for the services, transactions rendered/made under the Agreement, the Bank is obliged to inform the Customer of such amendments in accordance with the procedure established in this clause. The information is presented:

1) by placing on the Bank's website: [www.halykbank.kz](http://www.halykbank.kz), not later than 10 (ten) business days before the effective date of resolution adopted by the Bank's body, which has introduced the amendments:

amendments to the Agreement by posting the revised Agreement/Agreement, indicating the amendments therein,

amendments to the Tariffs by posting relevant revised Tariffs/Tariffs, indicating the amendments therein;

2) in respect of the interest rate for the credit balance on the Account by sending to the Customer a notice by one of the ways specified in clause 17.4 hereof, not later than 10 (ten) business days before the effective date of resolution on changed interested rate, adopted by the Bank's authorized body.

After such notification and in case the Customer does not agree with the amendments, the Customer should notify the Bank to this end, in writing and not later than the date of introduction of the amendments. The Customer also has the right to cancel the Agreement by sending the relevant written notice of termination of the Agreement to the Bank within the same period.

If the Customer fails to present the objections and/or written notice of termination of the Agreement due to the amendments to the Agreement and/or Tariffs and/or interest rate and/or on other grounds before the effective date of the amendments specified by the Bank, or if the Customer presents the objections after the date specified by the Bank, the Agreement, Tariffs, interest rate shall come into effect subject to changes and amendments.

17.4. When rendering services, performing transactions, for the relationship between the Customer and the Bank during the validity period of the Agreement, in addition to the payment documents, the Parties may send written notices to each other, including in cases directly provided for in the Agreement.

At the same time, the written notification sent by the Bank to the Customer, shall be deemed received by the Customer:

- when sent by courier - on the day of receipt and marked respectively;
- when sent by registered mail - on the 4 (fourth) calendar day after dispatch (according to the date of the document issued by the postal organization when it has been sent);
- when sent by email – on the day of emailing;
- when sent via Onlinebank Halyk – on the day of sending.

The written notification sent by the Customer to the Bank, shall be deemed received by the Bank:

- when sent by courier - on the day of receipt and marked respectively;
- when sent by registered mail - on the 4th (fourth) calendar day after dispatch (according to the date of the document issued by the postal organization at the time of its dispatch);
- when sent via Onlinebank Halyk – on the day of sending.

17.5. Any expenses incurred by the Bank as a result of its involvement into legal proceedings between the Customer and third parties, and any other costs of the Bank, which can be caused by relationship between the Bank and the Customer, not connected with receipt of the commission fee by the

Bank under the Tariffs, shall be charged from the Customer. The Bank invoices the Customer for the amount of incurred expenses. The Customer shall be obliged to make immediate payment of the invoice upon its receipt.

17.6. Claims of the Customer, arising during payment services, transactions, other services under the Agreement, the Bank shall consider in the order and within the time limits established by the Bank's internal documents and the Current legislation. If the Customer calls by phone, the Bank is entitled to record a telephone conversation with the Customer with its consent, notifying the Customer to this end at the beginning of the conversation.

If the Bank sends a complaint to the Customer, if the Customer receives a response from the Bank to its claim, if the answer does not satisfy the Customer, the Parties shall undertake to take the necessary measures to settle the situation through negotiations. The method and venue of negotiations are determined by mutual agreement of the Parties.

If the Parties do not reach an agreement during the negotiation process within 15 (fifteen) calendar days, each of the Parties has the right to address the dispute, disagreement to the court of the Republic of Kazakhstan for satisfaction of its claim. The Parties may extend the period specified in this clause, by mutual consent depending on the situation.

The law of the Republic of Kazakhstan shall be applicable to the claim, dispute considered in the court.

Mutual claims for the execution of concluded agreements and payment terms for them between the money sender and the beneficiary are considered directly by them, without the participation of the Bank.

17.7. All documents hereto shall be made in accordance with the terms of the Agreement, requirements of the Current legislation, in the state and/or Russian languages.

Annex 1  
to the Current Bank Account  
Accession Agreement

APPLICATION FOR OPENING (SECOND, SUBSEQUENT) CURRENT BANK ACCOUNT	
Customer's name	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>	
(full name, if available - abbreviated name, including foreign one)	
BIN/IIN	

*Please open a bank account in accordance with the Current legislation of the Republic of Kazakhstan, which is acknowledged and binding on us:*

Type of account	Account currency
<input type="checkbox"/> current	KZT <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> RUB <input type="checkbox"/>
<input type="checkbox"/> transit	KZT <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> RUB <input type="checkbox"/>
<input type="checkbox"/> other currency /account	

The maximum (limit) amount of the guarantee compensation on the account is<sup>7</sup>:

- in national currency not more than KZT 10 million
- in foreign currency not more than KZT 5 million

The guarantee compensation is paid based on the amount of the account balance, but not more than the maximum amount of the guarantee established by Article 18 of the Law of the Republic of Kazakhstan "On Compulsory Guaranteeing of Deposits Placed with Second-tier Banks of the Republic of Kazakhstan" as of the date of deprivation of the Bank's license.

Specify the account for debiting the commission

BIN/IIN	
Residency indicator	<input type="checkbox"/> Resident <input type="checkbox"/> Non-resident
Economic sector code	

By signing and filling in the present application and its annex, the Customer or the individual who signed and filled them in on behalf of the Customer, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and its Protection" ("the Law") provides the Bank with consent to collection and processing of its personal data on the following terms and conditions:

- 1) operator of the base containing personal data (the operator) - Halyk Bank JSC (short name), Halyk Bank of Kazakhstan Joint Stock Company (full name), BIN 940140000385;
- 2) surname, first name and patronymic (if any) of the Customer/representative of the Customer who signed the application as subject of personal data are indicated below in the application in accordance with the identity document;
- 3) the period during which the consent is valid - from the date of acceptance of this application by the operator and until the date of expiry of the period of storage of the application at the operator, established by the Current legislation/in accordance with the Current legislation;
- 4) the operator has the right to transfer my personal data specified in this consent to third parties - subsidiaries of the operator, third parties specified in the agreements that the Customer will conclude with the operator in connection with present application, state authorities of the Republic of Kazakhstan (to which the provision of personal data without the consent of the subject of personal data is not expressly provided for by the legislation), correspondent banks on the basis of their requests;
- 5) in the process of processing my personal data specified in this consent, the operator has the right to perform their trans-border transfer in accordance with Article 16-3 of the Law;
- 6) list of personal data related to me, collected by the operator:
  - surname, name, patronymic (if any in the identity document), including those contained in the digital identity document;
  - year, month, date and place of birth;
  - citizenship;

<sup>7</sup> This clause above applies to individual entrepreneurs, private notaries, private notary publics, private bailiffs, lawyers, professional mediators.

individual identification number;  
 data of the identity document;  
 gender;  
 biometric data;  
 information about the place of residence, legal address (place of registration);  
 postal and e-mail addresses, phone number;  
 a phot and video image;

7) I give my consent to the operator to receive information related to me from the state databases (the SDB) and non-state databases, including information that will be received in the future in the SDB and non-state databases.

The purposes of collecting and processing personal data are specified in the operator's internal documents.

We agree to notify JSC Halyk Bank immediately in writing of any changes to the data indicated herein.

*(back)*<sup>8</sup>

First signature (title)	_____ (full name, signature)
Second signature (title)	_____ (full name, signature) Stamp
Customer/ Customer's representative, who opens the account	_____ (full name, ID/passport/power of attorney details)
Date of completion:	_____20__

**MARKED BY THE BANK** (on the back)

(shall be endorsed after authorization in ABIS) Bank's Authorized person _____ (full name, signature)	Documents for opening of the account are verified: Performed by _____ (title, full name, signature) Director _____ (title, full name, signature)
--	--

\_\_\_\_\_

Annex  
to Customer Application Form (self-certification form for legal entities),  
to the Application for opening (second, subsequent current bank account)  
*(to be filled when opening  
transit accounts)*

1. Debit transit account opened in the Bank’s Branch Operations Division No.

\_\_\_\_\_

*(account number and branch name)*

- daily
- once a week
- other \_\_\_\_\_

to bank account No. \_\_\_\_\_, opened with \_\_\_\_\_

**Director**  
\_\_\_\_\_  
**(signature)**  
**Stamp**

**Chief Accountant**  
\_\_\_\_\_  
**(signature)**

2. Debit [transit] [savings] account, opened in the Bank’s Branch Operations Division No.

\_\_\_\_\_

*(account number and branch name)*

- daily
- once a week
- other \_\_\_\_\_

to bank account No. \_\_\_\_\_, opened with \_\_\_\_\_

\_\_\_\_\_

**Director**  
\_\_\_\_\_  
**(signature)**  
**Stamp**

**Chief Accountant**  
\_\_\_\_\_  
**(signature)**

3. Debit [transit] [savings] account, opened in the Bank’s Branch Operations Division No.

\_\_\_\_\_

*(account number and branch name)*

- daily
- once a week
- other \_\_\_\_\_

to bank account No. \_\_\_\_\_, opened with \_\_\_\_\_

**Director**  
\_\_\_\_\_  
**(signature)**  
**Stamp**

**Chief Accountant**  
\_\_\_\_\_  
**(signature)**



## Notification of Opening Bank Account

Dear customer,

JSC Halyk Bank \_\_\_\_\_ Oblast [Regional], [city] Branch expresses its gratitude for opening of the account in our Bank and informs you the details of the opened bank account:

<b>IIC: individual identification code</b> _____ (bank account number)	
<b>Type of account:</b>	
<input type="checkbox"/> <b>current in</b>	
<input type="checkbox"/> KZT <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> RUB _____	<input type="checkbox"/> other currency
<input type="checkbox"/> <b>transit in</b>	
<input type="checkbox"/> KZT <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> RUB _____	<input type="checkbox"/> other currency
<input type="checkbox"/> <b>other currency in</b> _____	
<input type="checkbox"/> KZT <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> RUB _____	<input type="checkbox"/> other currency

**Bank name: Halyk Bank JSC**  
**Bank's BIC: HSBKKZKX**

Location of the Bank Branch: \_\_\_\_\_  
tel.: \_\_\_\_\_, fax: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Full name, telephone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Full name, telephone

For any questions, please contact the Head Office in Almaty  
Address: 40, Al-Farabi Ave., Medeu district, A26M3K5, Almaty;

Call center:

8 (727) 259-07-77 (for Almaty) 8 8000 8000 59 (toll free across Kazakhstan),

e-mail: halykbank@halykbank.kz

**Application for Collection**

\_\_\_\_\_

Halyk Bank JSC

dated \_\_\_\_\_,  
(*legal entity's full name*)

incorporated in accordance with the legislation of the Republic of Kazakhstan and acting under license  
\_\_\_\_\_ (*date and number of the license*),

issued by the National Bank of Kazakhstan, represented by

\_\_\_\_\_ (*title and full name of the authorized person*)

acting by virtue of

\_\_\_\_\_ (*authorizing document details*)

residing at \_\_\_\_\_  
(*home address*)

Identity document \_\_\_\_\_  
(*N, series, issuing date, issuer*)

I ask you to accept for collection the banknotes found in the recalculation of the amounts in foreign currency delivered by me under the Agreement in the currency, quantity, face value, series, number, year of issue and the total amount set forth in the inventory act compiled in pursuance with sub-clause 2) clause 4.7 hereof.

I have read the conditions of accepting the currency for collection and agree to pay commission fee to the Bank as per the Bank's tariffs.

I have no complaints against Halyk Bank JSC, if the issuing bank (foreign bank) refuses to exchange banknotes delivered for collection and withdraws them from circulation.

**Bank:****Customer:**

\_\_\_\_\_ /

Stamp

\_\_\_\_\_ /

Stamp