

BONUS CLUB RULES FOR INDIVIDUALS

Definitions, Terms and Concepts

Unless otherwise explicitly stated in the text of these Rules, the terms and concepts used herein shall have the following meanings:

1) **promo** – the terms and conditions for the provision of bonuses or cashback by the Bank to customers for a certain period in order to increase customer loyalty to the Bank and solve the Bank's business tasks;

2) **Bank** – Halyk Bank JSC, an organizer of the Bonus Club that determines the Bonus Club Operation Rules and together with participants concludes a project participation agreement acting as an issuer, and assumes obligations to record and coordinate bonuses, communicate with customers, provide advertising support of the Enterprise, etc.

3) **bonus** – the customer's funds received from the Enterprise or from the Bank as a result of the provision of a Deferred Discount. 1 (one) bonus is equal to 1 (one) tenge. Bonuses are not money.

4) **Bonus Club** is a product of the Bank that unites Enterprises and allows servicing cardholders of the Bank on the terms and conditions set forth in these Rules.

5) **bonus account** – an account which is not customer's bank account, and which is opened by the Bank for each customer at the time of the Card issue and on which the Bank keeps records and transactions on bonuses: awarding, spending, recovery, debiting and active balance.

6) **mutual exchange of bonuses** - exchange of bonuses initiated by the customer who has bonuses for the bonuses of the Enterprise or in the opposite direction, through the loyalty program of the Enterprise or the Bank;

7) **purchase return** – a non-cash transaction initiated by the customer to return previously purchased goods using a card, which is accompanied by the return of money to the customer's bank account from the current account of the Enterprise;

8) **reward** – a deferred discount and/or coupon;

9) **restoration of bonuses** – an operation initiated by the Bank in accordance with the Rules, which is performed in the event of a return of a purchase paid with bonuses in full or in part. This operation generates a decrease in money on the Partner's account and crediting of bonuses to the customer's bonus account;

10) **campaign** – a condition for providing rewards by the Enterprise;

11) **card** – a payment card issued by the Bank, which allows the customer to purchase goods/services in a non-cash manner and perform other operations.

12) **cashback** – return of cash, the amount credited from the Bank's funds within the promos to the current account in the card base, when the customer makes non-cash payments. Cashback is not credited to non-customers of the Bank. Cashback is credited in the currency of the current account in the card base;

13) **customer** – an individual, who is a cardholder, and who has entered into an accession agreement with the Bank for the issue and maintenance of a payment card, a user of Halyk app and/or served by the Bank on any product or service;

14) **coupon** – a message printed on a receipt for the customer, which is either for informational purposes or indicates the possibility of the customer to get from the Enterprise any free goods and/or services determined and provided by the Enterprise independently. The coupon is provided when making a purchase using the card at the expense of the customer. The Enterprise independently, without the participation of the Bank, shall consider the customers' claims regarding the coupons (including, but not limited to, provision and replacement of the goods and/or services provided under the coupon). If, following the provision (or non-provision) by the Enterprise of the coupon (as well as goods and/or services thereunder), the customer incurs losses, the Enterprise undertakes to compensate the Bank for such losses in an indisputable manner and in full. The Enterprise shall prepare the coupon text in agreement with the Bank.

15) **Partner's personal profile** – a service for the Enterprise to obtain information on current loyalty programs and terms and conditions, access to statements and analytical reports on the Bonus Club, apply for connection to loyalty programs/temporary campaigns/change conditions for loyalty programs, and exchange messages with the Bank;

16) **bonuses awarding** – crediting of bonuses to customer's bonus account in accordance with these Rules, the terms and conditions of the Bank's promos or campaigns of the Partners, including the terms and conditions of Annex 1 to the Supplementary Agreement to the Acquiring Accession Agreement

or in accordance with Annex 1 to the Supplementary Agreement to then Internet Acquiring Accession Agreement “On Procedure for Servicing Bank customers within Loyalty Program”, as a result of a purchase made by a customer with the Partner;

17) **deferred discount** – money (percentage of the transaction amount) withheld by the Bank from the amount to be transferred to the current account of the Enterprise in payment for goods/services paid with the card at the expense of the customer;

18) **equipment** – a POS terminal, electronic terminal, QR code, Halyk Pos mobile app, and other equipment installed with the Enterprise, through which an operation is performed by reading information from a microprocessor on the card;

19) **loyalty program** – an operating program of the Bank and/or the Enterprise, within which the Bank and/or the Merchant provides bonuses/cashback to the Bank customers, aimed at increasing customer loyalty, increasing the number of regular customers and attracting new ones;

20) **Partner** – a Enterprise that has concluded with the Bank the Supplementary Agreement to the Enterprise Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement “On Procedure for Servicing Bank Customers within Loyalty Program”, including a Enterprise or an international company that have concluded with the Bank the agreement on mutual cooperation within the loyalty program (hereinafter the “loyalty program agreements”). The current list of the Bonus Club Partners is posted on the website halykbank.kz;

21) **purchase** – a non-cash transaction initiated by the customer using the card to pay for Enterprise’s goods, works and services, which is accompanied by debiting of money from the current account in the customer’s card database and transfer thereof to the current account of the Enterprise;

22) **service supplier** - a legal entity, individual entrepreneur, peasant farm, private bailiff, private notary, lawyer, professional mediator, in favor of which a payment is made by an individual, with which the Bank concluded a relevant accession agreement on provision of services for acceptance and transfer of payments;

23) **Rules** – the Rules of the Bonus Club for individuals posted on the Bank’s website <http://halykbank.kz>, which determine the procedure for awarding, spending, writing off and recovering Bonuses, including on the basis of marketing campaigns performed by the Bank and the Partner;

24) **Enterprise** – a legal entity or an individual engaged in entrepreneurial activity with no corporate status, and accepting cards for making a cashless payment to pay for goods and/or services and works provided thereby;

25) **Data Factory program** - a strategic project aimed at increasing the Bank's fee income, within the framework of which point promotions are launched for customers with increased bonuses. Participants of the Data Factory program are customers who received SMS or PUSH notification, including link to the promotion description;

26) **bonus write-off** – an operation initiated by the Bank in accordance with the Rules, which is formed as a result of a purchase transaction paid with bonuses, in full or in part. This operation generates a decrease in bonuses on the customer’s bonus account and crediting money to the Partner’s account;

27) **customer funds** – funds on the current account in the card base of the customer (excluding bonuses);

28) **Partner/Enterprise current account** – a bank current account opened by the Bank, specified in the agreement concluded between the Bank and the Partner/Enterprise for mutual settlements with customers and the Bank under transactions provided for by the legislation of the Republic of Kazakhstan, including crediting and debiting money in the form of a deferred discount;

28) **transaction** – an operation performed through the card to purchase goods/services or to obtain information on the current account in the cardholder’s card base, which results in debiting or crediting of the current account in the cardholder’s card base;

29) **bonus spending** - a transaction resulting in payment for goods/services using bonuses via the equipment in the network of the Enterprise or Service Provider in Halyk app. As a result of this transaction the amount of bonuses on the bonus account is reduced and money is credited to the Partner's or Service Provider's account;

30) Halyk app - an electronic system controlled by the Bank for sending instructions by the customer to conduct card and other transactions via bank kiosks, computer networks, telephone and/or mobile communication networks, used for making payments and money transfers as well as for conducting other transactions on terms and conditions and in accordance with procedure determined by the Bank.

31) **MCC code (MCC, Enterprise Category Code)** – the code of the type of activity of the point of sale. It is a four-digit number and is used in the bank card industry to classify goods/services provided by the Enterprise by the type of their activity;

32) **RRN (Reference number)** – 12-digit unique transaction *number* in the card system, which is required to identify the transaction;

33) **XLS TRX id** – a unique transaction number in the bonus system, which is required to identify the transaction.

34) **suspicious bonus transactions** - transactions made by a customer with a Partner, in relation to which the Bank suspects that the transaction between the Partner and the customer is fraudulent. The Bank determines the criteria of doubtful bonus transactions independently without the consent of the customer and the Partner.

Chapter 1. Introduction

1. The Bank creates the Bonus Club (the “Bonus Club”) acting as the organizer. Enterprises that provide Bank customers (individuals – RK residents and non-residents) with bonuses (instant discounts, coupons, etc.) become partners of the Bonus Club.

2. Customers join the Bonus Club by accession to the Accession Agreement for the issue and maintenance of a payment card, and accepting these Rules.

3. The Bonus Club operates in the territory of the Republic of Kazakhstan within the network of Partners and the network of Service Providers in Halyk app and without territorial restrictions when awarding bonuses/cashback from the Bank..

4. The bonus club is not limited in time for Partners and Customers. The Bank reserves the right to amend or cancel these Rules, including the structure of accumulation and the structure of use of bonuses, and/or terminate the Bonus Club as a whole at its discretion.

5. These Rules establish the procedure for servicing and using the Bank’s payment cards within the Bonus Club, and also regulate:

1) the rights and obligations of the Bank and the Customer within the Bonus Club;

2) the procedure for awarding, spending, writing off and recovering bonuses.

6. These Rules are open information and do not constitute banking secrecy. The Bank provides these Rules to the customer for familiarization with the terms and conditions of the Bonus Club.

7. In order to familiarize customers with the terms and conditions of the Bonus Club, the Bank shall post the Rules, including amendments and modifications thereto, in places enabling the customer to read this information, including:

1) posting information on the Bank’s website www.halykbank.kz;;

2) placing announcements on stands in outlets and other structural divisions of the Bank;

3) by other ways allowing the customer to receive information and establish that it comes from the Bank.

8. Раскрытие информации не означает ее обязательного распространения через средства массовой информации.

9. Notifications about changes in the Rules become valid upon being published on the Bank’s website, and imply familiarization, agreement with the Rules terms and conditions of participation in the Bonus Club as a whole.

Chapter 2. Procedure for Providing Bonuses

10. All settlements are performed in accordance with the procedure established by the current legislation of the Republic of Kazakhstan, the Accession Agreement for the issue and maintenance of a payment card, these Rules and the internal regulatory documents of the Bank.

11. Upon conclusion of the Accession Agreement for the issue and maintenance of a payment card, the Bank shall open in the name of the customer a bonus account maintained in the national currency KZT (tenge). The Bank shall provide banking servicing of the bonus account in accordance with the legislation of the Republic of Kazakhstan, the Accession Agreement for the issue and maintenance of a payment card, these Rules and the internal rules of the Bank.

12. Bonuses are credited to the Customer's bonus account on the basis of transactions made via the Enterprise's equipment or in Halyk app as well as on the basis of customer data according to the terms and conditions of the Bank's campaigns, promotions or product

13. Bonuses are written off at the time of the transaction, if payment for the goods/service is made with bonuses. The Bank shall accept the transaction for execution within the balance of bonuses on the bonus account. In case of insufficient bonuses on the bonus account, the customer may add the missing part of the purchase amount with money if this function is implemented on the Bank's Equipment and Halyk app.

13-1. In case of formation of a minus (negative) balance on the Customer's bonus account, the Bank shall be entitled to write off money from the Customer's bank account without acceptance. The Bank shall be entitled to withdraw money from the Customer's bank account by direct debiting, including in case of blocking the bank account, without additional consent of the Customer:

- the amount of formed receivables/damages on the bonus account/bank account, in cases when the Customer used bonuses/Cashback in excess of the accrued balance on the bonus account (for any reasons, including cases of returning goods)/bank account;

- the amount of previously accrued bonuses/Cashback from the bonus account or money from the bank account in case of technical failure and/or erroneously accrued bonuses/Cashback.

14. Upon cancelling the operation as a result of which the Partner/Bank provided the deferred discount, the money on the current account in the customer's card base is recovered, and the awarded bonuses are debited from the customer's bonus account. To make a refund, the customer is required to provide the Partner with a transaction receipt.

15. Bonuses are credited by the Bank to the customer's Bonus Account in accordance with the amount of the deferred discount provided thereto by the Partner/Bank. Cashback is credited from the Bank to the current account in the customer's card base.

16. Bonuses cannot be cashed, in particular via ATMs, or by contacting the bank outlets.

17. The customer does not receive bonuses when paying with bonuses.

18. Upon payment with bonuses and with money from a current account in the card base, the bonuses are awarded only with respect to the money part of the payment.

19. Bonuses can be spent immediately after being awarded, except for the terms and conditions of individual promos of the Bank or the Partner's campaigns, within which bonuses can be spent later within the specified period after their awarding.

20. Bonuses can be used by the Bank customer only.

21. Bonuses can be used by the Customer when making transactions via the equipment of the Enterprise, as well as in the specified network of Service Providers in Halyk app and on other products (services) of the Bank in case of technical realization.

22. Bonuses are non-refundable..

23. Bonuses are not credited to corporate payment cards of legal entities and on prepaid payment cards

24. If there are restrictions on payment cards, bonuses should not be awarded, including upon restrictions imposed by the Compliance Control Service of the Bank.

25. Bonus awarding is also not available to customers whose payment cards are linked to special current accounts and they appear to be in the lists of the Financial Monitoring Committee under the Ministry of Finance of the Republic of Kazakhstan.

26. Bonuses from the Bank are awarded in accordance with the terms and conditions of the promo conducted by the Bank, or the terms and conditions of the Bank's product. The terms and conditions for awarding bonuses, the amount of bonuses, exceptions for the awarding of bonuses of the Bank are posted on the official website of the Bank halykbank.kz.

27. Bonuses from Partners are awarded in accordance with the terms and conditions of the loyalty program agreements, the terms and conditions and amount of the Partners' bonuses are posted on the official website of the Bank halykbank.kz.

28. In case Partner disconnected from the loyalty program or changed the terms and conditions and the amount of bonuses, the Bank updates the information on the official website within 15 working days.

29. Bonuses accrued by the Bank may expire in accordance with the terms and conditions of a promo or a product of the Bank.

29-1. According to the terms and conditions of the Bank's promotion or product, bonuses awarded by the Bank or Partner:

- may be inactive for use for a certain period of time to prevent fraudulent transactions;

- may be credited to the customer's bonus account after a certain period of time in order to prevent fraudulent transactions.

30. The terms and conditions of the Bank's promotion and the products under which bonuses are awarded are posted on the Bank's official website.

31. The customer may exchange bonuses on website or in app of the Partner, on the website or in the mobile app of the Bank if this service is provided, within the loyalty program of the Partner or the Bank.

32. Bonuses are not credited for cash withdrawals.

33. The customer may use the bonuses on the bonus account with due account for the restrictions established by the terms and conditions of the Bank's promo, the Accession Agreement for the issue and maintenance of a payment card, agreements of the Partners' loyalty program, and these Rules.

34. In case customer returns a purchase for which the Partner previously provided a deferred discount, money is restored to the current account in the customer's card base, bonuses are debited from the customer's bonus account and the corresponding amount of the deferred discount is returned in the form of money to the Partner's current account.

35. If the customer returns the purchase to the Partner that was made partly with bonuses and partly with money, the corresponding amount of money is credited to the current account in the customer's card base, and the bonuses are restored to the customer's bonus account, through write-off of the corresponding amount in the form of money from the Partner's current account.

36. In the event of a partial refund by the customer of the purchase amount wherefore the Partner previously provided the Deferred Discount, the money is credited to the current account in the customer's card base, the bonuses are debited from the customer's bonus account in full amount previously awarded for the entire purchase amount, and the corresponding deferred discount that was previously awarded, is returned in the form of money to the Partner's current account.

37. No bonuses are provided for card transactions via Imprinter and ATMs.

38. Bonuses credited to the bonus account are viewed in the Partner's point of sale on the screen of POS-terminal or on the receipt given to the client when making a transaction, as well as via Halyk application.

39. When card is reissued, the bonuses are stored in the "sutomemers" bonus account and are available to the customer with the use of the reissued card.

40. При совершении транзакций с использованием платежной карточки оформляется А primary document - a check serving as the basis for the:

1) осуществления расчетов по этим транзакциям;

2) подтверждения их совершения;

3) начисления бонусов и траты бонусов

4) Upon re-issue of the card, the bonuses remain on the customer's Bonus account and are available to the customer upon use of the reissued Card..

Chapter 3. Rights and Obligations of the Customer

41. Customer has following right:

1) accumulate bonuses when paying for goods/services within the network of Partners for subsequent payment for goods and services within the network of Partners and the network of service providers Halyk app;

2) make non-cash payment for goods/services in the network of Partners by means of payment cards, from a bonus account;

full payment with bonuses;

partial payment with bonuses;

3) make payments and payments for suppliers' services in Halyk app **by means of payment cards, from the bonus account:**

full payment with bonuses;

partial payment with bonuses (after technical realization);

4) receive information about the Rules and changes thereto in accordance with clause 7 of these Rules;

5) to send to the Bank a written application for consideration, as well as receipts from POS-terminal/electronic check, in accordance with which the transactions with accrual and use of bonuses were performed, in case of disagreement with the balance of the bonus account, within 5 (five) calendar days after making a purchase with the use of the Bank's payment card or conducting a transaction according to the terms and conditions of the Bank's promotion.

42. The Customer shall:

1) use the Bank's card when making payment via Bank's equipment in the Partners network, to get awarded with bonuses and spend them;

- 2) comply with the terms and conditions of the promo of the Bank and the campaigns of the Partners, to get bonuses;
- 3) inform the Bank about cases of erroneous crediting of bonuses and not interfere with return (debiting from the bonus account) thereof by the Bank;
- 4) use bonuses only within the limits of the balance of bonuses on the Bonus Account. In case of using bonuses in excess of the accrued balance of bonuses on the Bonus Account (for any reason), ensure the return of the amount of the resulting debt to the Bank, and not interfere with the such a return by the Bank;
- 5) refund of the purchase amount by the customer, for which bonuses/cashback from the Bank or Partner were previously awarded, ensure that the amount of previously awarded bonuses/cashback is available in full in the bonus account for writing off by the Bank;
- 6) not to conduct dubious transactions via payment card for the purpose of illegally obtaining bonuses/cashback from the Bank or from a Partner;
- 7) declare income received in the form of bonuses, if required;
- 8) if desired to make a payment with bonuses, on a compulsory basis inform the seller that it is necessary to perform the operation at the expense of bonuses.
- 9) independently find out the current conditions for accruing bonuses from the Partner at points of sale in the event of the presence/absence of information about participation in Halyk Club on the corporate website and in Halyk app.

Chapter 4. Rights and Obligations of the Bank

43. The Bank has rights to:

- 1) verify the information specified by the customer in the relevant application;
- 2) refuse the customer to conduct settlement operations with awarding and debiting bonuses/cashback from the bonus account in the following cases:
 - absence of a document/an electronic document confirming the operation;
 - In the event of suspicious transactions by cardholders, the Bank has the right to unilaterally cancel/terminate the awarding of bonuses/cashback and/or refund bonuses for such transactions without sending a corresponding notification to customers;
 - there is doubt that the transaction was made by the customer;
 - the operation performed by the customer contradicts the Rules or the procedure for conducting this operation established by the Bank;
 - there are not enough bonuses to conduct the bonus spending operation;
- 3) amend the Rules, with the obligatory notification of the customer by publishing information about amending the Rules in the manner prescribed by clause 7 hereof;
- 4) close the Bonus Club;
- 5) award bonuses and cashback for operations made not only in the Partner network;
- 6) use the bonuses/cashback to write off the customer's debt both within the Bank and at the request of authorized bodies and third parties;
- 7) not award bonuses if the customer has used the card with the Enterprise that is not a Partner;
- 8) not award bonuses from the Partner if the customer used the card in the POS terminal or e-terminal of another bank;
- 9) not award bonuses in case the Campaign/Promo period ended;
- 10) change the terms and conditions or suspend/terminate the Promo unilaterally
- 11) if closure of all customer cards and/or inactivity of the customer's current account in the card database for six months after the last transaction on the account;
 - if the customer's bonus account in the card database was inactive for 6 months after the last transaction on the current/bonus account (no expenditure transactions and no bonus awarding, or if the bonus account is blocked);
 - if there were no transactions using bonuses (no expenditure transactions) for more than 12 months, the ownership of the remaining bonuses is transferred to the Bank in an unconditional and indisputable manner;;
- 12) upon performance of operations with customers' bonuses in respect whereof the Bank has suspicions or reasons to believe that they are unlawful and/or do not correspond to the promos/campaigns held within the Bonus Club, the Bonus Club Rules or concluded agreements with the customer, the Bank is entitled to block the bonus account and the customer's bank accounts opened with the Bank. The

customer hereby provides the Bank with unconditional and irrevocable consent to block the bonus account, the customer's bank accounts opened with the Bank, in the cases provided for by these Rules and the concluded agreements;

12-1) not to award bonuses from the moment the bonus account is blocked until the moment the bonus account is unblocked for any campaigns from the Bank or from a partner. After unblocking the bonus account, do not make additional accruals for the period when the bonus account was blocked.

13) not award bonuses to the customer in the terminals of other banks if another bank assigns an incorrect MCC to the Enterprise;

14) write off previously awarded bonuses/cashback from the bonus account, or money from the customer's current account in the card base, by direct debiting it in the event of a technical failure and/or erroneously awarded bonuses/cashback, to which the customer gives the unconditional and irrevocable consent;

15) write off from the current account in the card base and from other customer's accounts opened with the Bank, by direct debiting, the amount of the resulting receivables/damage on the bonus/current account in the card base, in cases where the customer used bonuses (customer's funds) in excess of the accrued balance of bonuses on the bonus account (for any reason), to which the customer gives the unconditional and irrevocable consent;

16) within the loyalty program agreements with Partners, when a customer performs an operation to exchange bonuses for Partners' bonuses, transfer to Partners the information on the balance of customers' bonuses on the bonus account, to which the customer gives the unconditional and irrevocable consent;

17) to debit the amount of the resulting receivable/loss on the bonus account/current account in the card database from the current account in the card database and from other accounts of the customer opened with the Bank by direct debit in cases where the customer returned the purchase amount for which bonuses/cashback were previously accrued by the Bank or Partner, but the customer used the bonuses (customer funds) in the bonus account (for any reason), to which the customer gives their unconditional and irrevocable consent;

18) within the framework of loyalty program agreements with Partners, when a customer exchanges bonuses for Partner bonuses, to transfer information about the balance of customer bonuses in the bonus account to Partners, to which the customer gives their unconditional and irrevocable consent.

19) within the framework of loyalty program, reflect in Halyk app the balance of bonuses received by the customer from other loyalty programs of Partners, to which the customer gives his unconditional and irrevocable consent;

20) block the customer's card and/or current accounts if there is outstanding debt on the customer's bonus account.

The Bank shall:

1) provide information to customers in accordance with clause 26, 27, 38 of these Rules;

2) credit bonuses to the bonus account upon transactions being made in compliance with all terms and conditions and rules;

3) ensure the spending by customers of bonuses within the network of Partners and in the network of service providers in Halyk app for individuals;

4) notify customers about changes in the Rules in accordance with Chapter 6 hereof, by posting information about the changes on the official website of the bank halykbank.kz;

5) within 30 (thirty) calendar days after making a purchase in the Partner network, accept for consideration a request from the customer for crediting bonuses that were not credited to the customer's bonus account for technical reasons;

6) credit bonuses/cashback for temporary campaigns/promos, provided that the customer complies with the terms and conditions of the campaign;

7) make all settlements with the customer upon closing of the Bonus Club;

8) upon awarding bonuses/cashback for operations in a currency other than the national currency (tenge), the commercial exchange rate shall be used for the calculation at the time a confirming financial document for the operation is received. Upon spending bonuses on transactions in a currency other than the national currency (tenge), the commercial exchange rate shall be used for the calculation at the time a confirming financial document for the operation is received;

9) under the terms and conditions of a campaign/offer stipulating the award of fixed bonuses/cashback on operations in a currency other than the national currency (tenge), the Bank shall credit bonuses to the account at the rate set in the Bank's Software as of the date of crediting;

10) within 15 (fifteen) calendar days upon receipt of the request provide a written or oral answer to the customer or take measures to resolve the disputed issues received in accordance with Chapter 5 of these Rules;

11) in case of a decision to close the Bonus Club, notify the customer thereon no later than 15 (fifteen) calendar days before the closing date. In this case, from the moment the announcement about the closure of the Bonus Club is submitted, the bonus awarding operations shall be terminated.

Chapter 5. Submission of Claims and Dispute Resolution

45. If there are any objections to the bonuses awarded, as indicated in the bonus account statement, the customer may submit a written request to the Bank within 5 (five) calendar days from the date of the operation. If within the specified period the Bank does not receive objections to operations indicated in the statement, then the operations made and bonus account balance shall be deemed confirmed, and subsequently, the claims from the customer regarding these operations shall not be subject to consideration/satisfaction.

46. Documents on operations for the purchase of goods/services from the Partner drawn up when performing the operation, shall be attached to the request to confirm the arguments stated therein.

47. All disputes and disagreements between the Bank and the customer regarding the execution of these Rules shall be resolved through negotiations. If it is impossible to settle disputes and disagreements through negotiations, the dispute shall be referred to a court of general jurisdiction at the location of the Bank for consideration in accordance with the current legislation of the Republic of Kazakhstan.

Chapter 6. Procedure for Making Amendments and Modifications to the Rules

48. Amendments and modifications to these Rules shall be made at the initiative of the Bank.

49. Amendments and modifications made by the Bank to these Rules shall come into force from the date as established by the Bank.

50. Once they enter into force, any amendments and modifications to the Rules shall equally apply to all those who have acceded to the Rules, including those who acceded to the Rules earlier than the date the amendments entered into force.

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