Merchant Acquiring Accession Agreement

This Merchant Acquiring Accession Agreement form is a standard (typical) form. The terms hereof are defined in a standard form and can be accepted by merchant (the "Merchant") only by signing the relevant application/statement. The Merchant Acquiring Accession Agreement is the Accession Agreement concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan and internal documents of the Bank. In this case, the relevant application/statement and the Agreement shall be deemed to be a single document.

The Merchant accedes to the Agreement by signing the relevant application/statement in the form established by the Bank. The relevant application/statement may be signed by the Merchant by affixing the handwritten signature of the Merchant's representative or by means of a cloud-based electronic signature or OTP or electronic signature in the web version of the Merchant's Head/representative, which means that the Merchant has read and understood the terms hereof, including the annexes thereto, and accepts the same solely by acceding to the Agreement posted at www.halykbank.kz, as a whole.

This Agreement is concluded between Halyk Bank of Kazakhstan Joint Stock Company (the "Bank") and the Merchant which submitted the relevant application/statement to the Bank and the Bank signed/accepted it.

Article 1. Basic concepts used herein

1.1. **Authorization** is the procedure for obtaining a permission from the issuing bank to make a transaction confirming the right of a payment cardholder to make a payment. Authorizations can be successful or unsuccessful, depending on the Authorization code and/or response message displayed on the POS-terminal/Halyk POS application or in cardholder's mobile application. Successful authorization means that the issuing bank has given permission to conduct a transaction:

in case of successful authorization of a transaction with the use of the POS-terminal connected to the Bank's processing center via authorized communication lines, an electronic receipt is generated. The receipt can be sent to cardholder's mobile phone or email address;

in case of successful authorization of a transaction via QR payment, an SMS message and/or push notification on card transaction is sent to the Merchant's mobile device;

in case of successful authorization via HalykPOS application, an electronic receipt is generated in the application. The receipt is not printed and is sent to cardholder's email address and/or mobile phone number.

1.2. **Banking day** is a day on which banks of the Republic of Kazakhstan are open for banking operations in accordance with the requirements of the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank, corresponds to the days of a week, except for Saturdays, Sundays and public holidays.

Meanwhile, the Bank carries out the Authorization of card transaction on a daily basis, regardless of Saturdays, Sundays and public holidays.

1.3. **Batch** (reconciliation of total figures/closing of a day) is a financial report for the current shift (cycle), containing documents on card transactions made on the Equipment.

1.4. **Contactless Card** is a payment card that allows to make payments in a contactless way using the wireless technology that does not require physical contact between the payment card and electronic terminals or other devices at the time of a transaction.

1.5. **Cardholder or Holder** is a person in whose name the Card is issued by the Issuing Bank. The holder of a corporate payment card is an authorized representative of a legal entity or an individual entrepreneur - owner of a bank account, an individual entrepreneur.

1.6. **Card or payment card** is an electronic payment facility, which contains information that allows its holder vial electronic terminals or other communication channels to make payments and (or) transfers or receive cash or make currency exchange and other transactions specified by the payment card issuer and under its terms and conditions.

1.7. **Card transaction or transaction** means a transaction for payment of goods and services sold by the Merchant, cash withdrawals at self-service devices and cash dispensing points, refund transactions,

other transactions performed with the use of the payment Card or its details (Card number, expiration date, first and last name of the Cardholder), as determined by the Card issuer and under its terms and conditions.

1.8. **Halyk Light Installment Card or Halyk Light Card is** a card with a credit limit for paying for purchases at the TSP (Trade and Service Point of the Merchant) included in the Bank's partner network, whereunder the amount of the purchase is divided into a certain number of equal installments with monthly repayment. The buyer selects the terms of the installment plan at a POS-terminal at the time of making purchase at the TSP of the Merchant.

1.9. **Authorization Code** is a digital or alphanumeric code assigned by the Issuing Bank to each card transaction in order to provide a response to the TSP's authorization request.

1.10. **Computer media** is electronic information recorded on the magnetic-optical media of devices (computers, terminals, etc.) that ensure the operation of the Bank's software. Access to computer media is limited. The specified media are controlled by the database administrators who maintain the access protocol and cannot be corrected.

1.11. **International payment system (the "System" or "payment system" or "IPS") is** a system for exchange of card transactions and mutual settlements between the parties - members of the International Banking Payment Association acting under a single trademark.

1.12. **International economic sanctions** are coercive measures of a political, diplomatic, or economic nature imposed by an international organization, a government of a foreign state, or an authorized state body of a foreign state, and providing for a partial or complete ban on trade, financial, and other transactions/payments/transfers with individuals or legal entities, states/territories, and/or their residents against whom sanctions have been imposed.

1.13. **Equipment** is an electronic terminal installed at TSP - POS-terminal, including GSM-POS-terminal completed with a SIM-card, Halyk POS-terminal installed on the Merchant's smartphone, a smartphone provided by the Bank with installed Halyk POS application or Halyk QR connected via Onlinebank, which allows to perform a card transaction by reading information from the magnetic stripe or microprocessor placed on the Card, or by scanning the digital code (QR) with a mobile application by the cardholder/account holder. In case of successful Authorization, POS-terminal (GSM-POS-terminal) prints out a Receipt for the card transaction carried out using such Card or displays an electronic receipt on the screen, which can be sent to a phone number in electronic form upon request. In performing a card transaction via Halyk POS/Halyk QR - the Receipt is sent electronically to the cardholder/account holder's mail address and/or a mobile device in a form of short text and multimedia messages upon request.

1.14. **OTP (One Time Password)** is a unique sequence of electronic digital characters sent by the Bank to the applicant's trusted number and intended for one-time use when the Merchant submits a relevant application to accede to the Agreement.

1.15. **PIN code** is a personal identification number, a secret digital code designed to identify the holder of a payment card used in electronic devices.

1.16. **Merchant** is a legal entity or an individual engaged in entrepreneurial activity without establishing a legal entity, accepting the Cards to make cashless payments for the goods and/or services and works supplied.

1.17. **Service company** is a legal entity that has entered into an agreement with the Bank for technical and service support of the Equipment installed at the Merchant.

1.18. **Doubtful bonus transaction (the "doubtful transaction")** is a transaction carried out by a customer with a partner, in relation to which the Bank suspects that the transaction between the partner and the customer is fictitious.

1.19. **Daily Limit** –is a limit of card transactions determined by the Bank at its own discretion. If the total amount of card transactions, for which the Merchant sends the Authorization request to the Bank in accordance herewith, exceeds the Daily Limit on any individual calendar day, the Bank denies the Authorization for such card transactions and the specified card transactions are not performed.

1.20. **IPS** is an instant payment system in the Republic of Kazakhstan.

1.21. **PCI DSS standard (Payment Card Industry Data Security Standard)** is an international payment card industry data security standard represented by a set of 12 detailed requirements for security of cardholder data that are transferred, stored and processed in the information infrastructures of organizations.

PCI DSS compliance verification methods:

- external QSA audit (English) performed by a PCI QSA company at the facility of the audited entity;
- completing a self-assessment questionnaire (SAQ).

The verification method or a combination of methods is selected depending on the level of Merchant's certification.

1.22. **Financial claim (chargeback)** is a refund or claim payment: the procedure for disputing card transactions by the issuing bank.

1.23. **Financial number** is a mobile (cell) phone number provided by the Merchant to the Bank by means determined by the Bank at its sole discretion, recorded in the Bank's systems and used for transferring money to the Merchant's bank account.

1.24. **Fraud** means fraudulent or other actions with the Cards or their details classified by the payment system or a member of the payment system as fraudulent, carried out at the Merchant including its branches (Card service points), and otherwise where the Bank is the issuer of payment cards.

1.25. **Receipt** is a special duly executed document to be executed in hard or soft copy, sent to the Cardholder's e-mail address or mobile telephone number, confirming that the Cardholder has carried out a card transaction via the Card at the Equipment, and containing the following mandatory details:

1) Receipt number, date, month and year of issue;
2) TSP's full name (code) and address;
3) Card details (Card number, Cardholder name and surname, Card validity period);
4) card transaction amount;
5) card transaction currency;
6) Authorization Code;
7) Cardholder signature (for magnetic stripe-based transactions);
8) TSP's employee signature (only on the cancellation receipt on paper).

1.26. **Issuer** (Issuing Bank) is a bank, a national postal operator that issues the Cards.

1.27. **Electronic digital signature (EDS)** is a set of electronic digital characters created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership, and immutability of its content.

The following EDS can be used to sign an application (for the Merchant connecting a POS-terminal via Onlinebank):

- cloud EDS (electronic digital signature of an individual (authorized representative of the Merchant), generated in the cloud data storage of Certex Cloud system after registration through the Bank's certification center and confirming the authenticity of an electronic document signed by it, its ownership, and immutability of its content) and - EDS in the web version of the Merchant's Head/representative.

1.28. **HalykPOS** is a payment application to accept cashless payments via an NFC-enabled smartphone.

1.29. **Halyk QR** is a method for paying for goods and services, whereby a payment is made by scanning a QR code using a banking or other payment application, followed by the debiting of funds from the client's bank account and/or electronic wallet.

1.30. **FacePay** is a contactless payment system with the use of facial recognition technology.

1.31. **Onlinebank** is the Bank's service system (Onlinebank HALYK system) to allow the Merchant to remotely manage its bank accounts opened with the Bank, interact with the Bank on other transactions and issues by exchanging electronic documents, messages (instructions) between the Merchant and the Bank via the Internet.

1.32. **PIN-PAD** is a device with a keyboard connected to a POS-terminal and designed to enter a PIN code.

1.33. **QR Code** is a payment instrument in the form of a two-dimensional image created according EMV standard, containing details for non-cash payments and (or) money transfers.

1.34. **Retrieval Request** –is Issuing Bank's request of copies of supporting documents for card transactions.

1.35. **WeChat QR** is a mobile application used by citizens of the People's Republic of China to communicate and pay for purchases via WeChat Pay.

Article 2. Subject Matter

2.1. This Agreement establishes the conditions and procedure for the Parties to jointly provide services on the Cards of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB, HUMO payment systems and to conduct mutual settlements associated with such services.

2.2. The procedure for using and servicing the Card is governed by the Payment Card Issuing and Servicing Accession Agreement, the current legislation of the Republic of Kazakhstan, the rules of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB and HUMO systems, the Bank documents, including the Instructions, this Agreement, its annexes.

2.3. In accordance with the Agreement, the Bank charges the fee when the Cardholders carry out transactions through the Equipment installed at the Merchant in accordance with the Accession Agreement with the use of the Cards.

2.4. Card transactions are carried out with the use of the Equipment (including the payment applications or QR Code, Face Pay or other means for reading the Cardholder's biometric data) provided by the Bank or equipment purchased by the Merchant based on the Bank’s recommendations.

2.5. The Parties have agreed hereunder that the Merchant, subject to the technical capability of the POS-terminal, shall also accept and service contactless cards in accordance with the terms hereof and the terms specified in the relevant Instruction.

2.6. The Parties have agreed hereunder that the Merchant has the right to connect WeChat QR, provided that it meets the requirements established by the Bank. The resolution to provide WeChat QR shall be adopted by the Bank at its own discretion based on an internal assessment and in accordance with the applicable terms and conditions.

2.7. The Bank's tariffs (fee amounts) are available on the Bank's website at www.halykbank.kz and/or can be specified in the relevant notification from the Bank in the form established by the Bank.

2.8. If the Merchant intends to accept the Cards not specified in the relevant application/statement of the Merchant for acceptance of payments via Halyk QR, Wechat QR and IPS, and subject to the Bank's consent, the Bank shall send a notification in the form established thereby to the Merchant, specifying the relevant types of the Cards. The Bank's fees on card transactions carried out with a certain type of Cards/Halyk QR/Wechat QR and IPS are available at the Bank’s website at www.halykbank.kz and/or specified in the notification of the Bank. The timing of money transfer to the Merchant under such card transactions shall be specified in the notification of the Bank. Proceeds from the card transactions carried out with the use of such Cards, Halyk QR and IPS, as specified in the notification of the Bank, shall be credited to the Merchant’s bank account set forth in the relevant application/statement.

2.9. The Bank has the right to unilaterally establish and amend standard tariffs, including those for new products. Established tariffs shall apply to the Enterprise from the moment they enter into force and shall constitute an integral part of the Agreement.

2.10. The capability for the Merchant to process transactions via Halyk QR, WeChat QR, and the Instant Payment System (IPS) is configured by the Bank on the equipment or via a separately displayed Halyk QR code. The Bank’s commission fees for card transactions and the timeframes for transferring funds to the Merchant for such transactions are the same as those established for UnionPay International cards issued by other banks. The Bank’s commission fees for transactions processed using Halyk QR (for the Bank’s own cards) and the Instant Payment System (for cards, accounts, or digital wallets) are published on the Bank’s website at www.halykbank.kz and/or specified in a notification from the Bank. The provisions of this clause of the Agreement apply to the relationship between the Parties until the Bank sends a notice to the Enterprise.

The provisions of this clause do not apply to the relationship between the Parties in cases where the acceptance of payments via Halyk QR/WeChat QR and the Faster Payments System (FPS) by the Enterprise is provided for in the relevant application, request, or notification submitted to the Bank.

Article 3. Registration of card transactions and mutual settlements between the Parties

3.1. Mutual settlements between the Parties shall be made in the national currency of the Republic of Kazakhstan and Russian rubles (only in the certain region – Baikonur city). At the same time, if the purchase of goods, works and services by the Cardholder from the Merchant is a foreign currency transaction, it shall be carried out in accordance with the currency legislation of the Republic of Kazakhstan.

3.2. Based on e-data received on any transaction of the Cardholder servicing at the Merchant with the use of the Equipment, the Bank shall transfer money to the Merchant's bank account.

The Bank shall transfer money under card transactions with the use of the Cards in accordance with the relevant application/statement, notification of the Bank.

3.3. In case of return of the goods purchased from the Merchant using the Card (or refusal of prepaid services using the Card), the Merchant shall carry out the "return/cancellation of purchase" operation at the Equipment in accordance with the relevant Instruction. If, for technical reasons, it is impossible to do so, the Merchant shall, within 2 (two) business days from the date of the error detection, send a letter to the Bank with a request to reverse the operation. In this case, the Merchant shall ensure that the refund amount is settled. The Bank shall make refunds based on the Merchant's letter according to the original details of the card transaction.

3.4. A failure by the Bank to receive the Merchant's claims for the card transaction or mutual settlements thereon within 10 (ten) Banking Days from the date of the card transaction shall be deemed a confirmation of the Merchant's receipt of the payment for this card transaction.

Article 4. The Bank shall be obliged to:

4.1. Carry out current or extraordinary (at Merchant's request) training of the Merchant staff as to the procedure for conducting and processing card transactions and guidance, including at the workplace.

4.2. Provide the Merchant with the necessary advertising and information materials and Instructions.

4.3. Transfer money, in line with the terms of the Agreement, to the Merchant's bank account to pay for goods/services sold by the Merchant.

4.4. Ensure round-the-clock functioning of systems and subdivisions intended for authorization of directly controlled transactions and take all possible measures to restore service in the event of its suspension for reasons beyond the Bank's control.

4.5. If the Equipment is provided by the Bank to the Merchant:

- provide the Merchant with the Equipment and PIN-PAD (if necessary) in good condition;
- install and connect the Equipment at the Merchant at the workplace, provide operation manuals, maintenance service;
- in case of any failure of the Equipment through no fault of the Merchant, carry out repairs without extra payment of the Merchant;
- review the Merchant's requests for set up, repair (replacement) of out-of-order Equipment, allocating additional units of the Equipment.

4.6. Where the Merchant purchases the Equipment as recommended by the Bank, install and connect the Equipment at the Merchant at the workplace and provide the Operation Manuals.

4.7. Repair the Equipment in case of its failure.

4.8. In the event that the Bank makes changes or additions to the Agreement or to the merchant acquiring tariffs (including, but not limited to, the following scenarios: (a) if, when subsequently amending or supplementing the Agreement, the Bank introduces new services for which the Enterprise is required to pay according to the tariffs (new tariffs), or (b) if such tariffs are subsequently amended), the Bank shall notify the Enterprise of such changes or additions in accordance with the procedure established in this clause, except for changes for which a separate procedure for implementation and interaction between the Parties is otherwise provided herein. Notification is provided by posting information on the Bank's website at www.halykbank.kz no later than 10 (ten) business days prior to the effective date of the decision made by the Bank's governing body that introduced the amendments or additions.

In the event that the Bank, upon agreement with the Enterprise, reduces the tariff rates specified in the application for the Enterprise to accept cashless payments via a Bank-provided POS terminal—and as confirmed by the Bank—the Bank shall send the Enterprise a notification detailing the revised tariff rates, using a form prescribed by the Bank. The notification shall specify the date upon which it becomes effective.

The daily limit amount and the timeframe for transferring funds for card transactions made using the Cards—as established at the time of entering into the Agreement—may be modified by the Bank in accordance with the first part of this clause, and/or upon agreement with the Enterprise, unless the Bank determines an alternative approach. In the event that the daily limit amount or the timeframe for transferring

funds for card transactions made using the Cards is modified—whether by agreement with the Enterprise or through an alternative approach determined by the Bank—the Parties shall coordinate their actions in accordance with the Bank's internal documents.

Following notification by the Bank to the Enterprise regarding changes or additions pursuant to the first part of this clause, should the Enterprise disagree with such changes or additions, it must notify the Bank accordingly in writing no later than the date on which the changes or additions take effect. The Enterprise also has the right to terminate the Agreement by sending a written notice of termination to the Bank prior to the effective date of the changes or additions. Furthermore, the Enterprise may, no later than the date on which the changes or additions take effect, provide the Bank with a written notice confirming its consent to the proposed changes or additions. If the Enterprise fails to submit objections—in the form of a written notice to terminate the Agreement due to amendments or additions—by the effective date specified by the Bank, or if the Enterprise submits such objections after said effective date, the Agreement and the applicable tariffs shall remain in effect, incorporating the amendments and additions, as of the date specified by the Bank. In the event that the Enterprise submits objections via written notice prior to the effective date of the amendments or additions, the Bank and the Enterprise shall resolve the matter through negotiations.

The enterprise confirms that if it accepts the amendments and/or additions made by the Bank to the Agreement or the fee schedule—including those concerning new services or the fees for such new services—or if it fails to provide a response within the prescribed timeframe, or provides a response after the expiration of such timeframe, then such amendments and/or additions shall take effect without the need for the Parties to sign any supplementary agreements.

In the event that the Bank reduces its fees—including those for new services—or shortens the timeframe for transferring funds to the Enterprise's bank account in respect of card transactions, the Enterprise's consent shall not be required. Such changes shall take effect without the need for the Parties to sign any supplementary agreements.

Monitor the execution of the Agreement across its branch network.

Article 5. The Bank shall be entitled to:

5.1. Monitor the compliance of the Merchant's employees with the terms and conditions of this Agreement, its annexes, Instructions.

5.2. Withhold the following amounts from any payments made in favor of the Merchant in accordance with the terms and conditions hereof:

5.2.1. the amount of money recovered from the Bank by the payment systems on unloaded Batch, and if such payments are insufficient to cover the recovered amounts, issue an invoice to the Merchant for the missing amount;

5.2.2. amounts for card transactions made with violation by the Merchant of the rules of shift closing on the Equipment in accordance with the Instructions;

5.2.3. amounts of card transactions, for which the Bank has established fraudulent actions on the part of the Merchant's staff;

5.2.4. amounts of card transactions that have been disputed and/or debited from the Bank's account by the Issuing Bank in accordance with the rules of the Systems;

5.2.5. amounts of sanctions, fines and other losses incurred by the Bank as a result of application of penalties to the Bank in accordance with the System Rules;

5.2.6. amounts of card transactions previously transferred to the bank account of the Merchant, and declared in the databases of the Systems as fraudulent;

5.2.7. amounts of card transactions, which are unauthorized in accordance with the legislation of the Republic of Kazakhstan or made in violation by the Merchant of the terms of this Agreement and Instructions;

5.2.8. amounts erroneously transferred to the bank account of the Merchant;

5.2.9. amounts of card transactions earlier transferred to the bank account of the Merchant, for which the Merchant did not provide copies of receipts or other information related to the card transactions within the terms established by clause 6.12 hereof;

5.2.10. the goods/service were not issued/rendered to the Cardholder or the person who is the recipient of the goods/service on behalf of the Cardholder;

5.2.11. amounts of card transactions earlier transferred to the bank account of the Merchant, if it is established that the following violations were committed during the card transactions:

1) a card transaction has been made in violation of the terms and conditions of this Agreement, the Instructions for the use of the Equipment, and other instructional materials transferred by the Bank to the Merchant hereunder;

2) the Cardholder's signature on the receipt does not correspond to the signature on the Card;

3) the information on the receipt does not correspond to the Card details;

4) copies of receipts (for the Merchant and the Cardholder) do not correspond to the form established by the Bank;

5) the validity period of the Card has not yet come or has already expired on the date of a transaction;

6) the receipt was issued under card transaction, which is unauthorized in accordance with the legislation of the Republic of Kazakhstan, or was made with violation by the Merchant of the terms of this Agreement and Instructions;

7) the receipt is incomplete, there are corrections or it is impossible to determine the card number, transaction amount, authorization code;

5.2.12. the amount of money in US dollars, euros (at the exchange rate of the National Bank of the Republic of Kazakhstan on the date of payment) for the service of registration in the Merchant System, relating to the category of high risk.

5.3. In case of arrears to the Bank, suspend the transfer of money to the Merchant until full repayment of the debt:

5.3.1. when it is impossible to deduct the amounts specified in clauses 5.2.1 - 5.2.12 of Clause 5.2 of the Agreement from the amounts to be further transferred to the Merchant, the Bank shall have the right to write off money from the bank accounts of the Merchant opened with the Bank by direct debiting thereof using a payment order, and to issue payment requests to any bank accounts of the Merchant opened with other banks and organizations performing certain types of banking operations;

5.3.2. in cases when in accordance with this Agreement the Bank is entitled to withdraw (write off) money from the bank accounts of the Merchant in cases and in accordance with the procedure stipulated in the Agreement, the Bank shall be entitled at its own discretion to exercise its claim rights to the Merchant also by withholding the amounts payable by the Merchant to the Bank from the amounts of money to be transferred to the bank account of the Merchant.

In cases when in accordance with this Agreement the Bank is entitled to withhold the amounts payable by the Merchant to the Bank from the amounts of money to be transferred to the bank account of the Merchant, the Bank may at its own discretion exercise its rights of claim to the Merchant also by withdrawing (writing off) money from the bank accounts of the Merchant in accordance with the procedure stipulated in the Agreement.

The Bank shall choose any of the methods of exercising its claim rights to the Merchant stipulated hereby at its own discretion, and such choice shall not diminish, exclude or replace the Bank's right to choose another method of exercising its claim rights to the Merchant established by this Agreement or the legislation of the Republic of Kazakhstan;

5.3.3. in case the Bank determines the possibility of occurrence of circumstances stipulated by clauses 6.27, 7.7, 7.8 hereof, create security to cover potential liabilities of the Merchant to the Bank under this Agreement. Such security may be created by transferring appropriate money by the Merchant to the Bank or by exercising by the Bank of the rights stipulated hereby. The need to create the security, its amount and methods of its creation shall be determined by the Bank independently and brought to the notice of the Merchant in an official written notification of the Bank.

5.4. Request receipts, other documents and information on card transactions.

5.5. Not make settlements on transactions that cause suspicion during payment monitoring. Until the risen disputable situation is resolved, the amount due for payment shall be charged to the transit account with the Bank until the circumstances of the disputable situation are clarified.

5.6. Block the amounts of compensation under the acquiring contract in the card system in case of suspicion of fraudulent transactions, and (or) other illegal actions until the resolution of the disputable situation, or for the period provided by the rules of the Systems.

5.7. Block the Equipment in case of suspicion of fraudulent transactions, other illegal actions or rules and policies of the Bank's bonus club.

5.8. Refuse to provide acquiring services in case of confirmation of participation of the Merchant in fraudulent transactions, other illegal actions, violation of rules and policies of the Bank's bonus club.

5.9. With respect to any chargeback, withhold the chargeback amount from the payments due to the Merchant, until the debt is fully repaid. In this case, the Bank is entitled to prohibit the Merchant to conduct a chargeback transaction, if the balance on the Merchant's contract is less than the amount of the chargeback transaction.

5.10. Suspend for a period determined by the Bank/stop card transactions using the Equipment in unauthorized/suspicious card transactions or operations carried out by the Merchant in violation of the terms hereof and the Instructions. The period of temporary suspension of card transactions using the Equipment is determined by the Bank at its own discretion.

5.11. Require that the Merchant provide information and documents necessary for identification of the Merchant, to identify the beneficial owner, and to provide information on tax residency, type of activities and source of financing of the transactions performed.

5.12. To require the Enterprise to provide other information and documents as stipulated by the Bank's internal regulatory documents and procedures regarding the prevention of the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and/or in connection with compliance with requirements established by international economic sanctions.

5.13. To decline to establish a business relationship with an Enterprise if it is not possible to carry out the due diligence measures required by applicable law and/or the Bank's internal documents; or if there are suspicions that the business relationship is being used by the Enterprise for the purpose of legalizing (laundering) proceeds obtained through criminal activity, financing terrorism, financing the proliferation of weapons of mass destruction, or in violation of international economic sanctions;

5.14. In the event that the Bank provides Equipment and where based on the monthly monitoring of trade turnover conducted by the Bank on card transactions carried out using this Equipment, the transactions were less than KZT 500,000 (five hundred thousand) during a period of more than 30 (thirty) calendar days, repudiate this Agreement by giving a prior notice to the Merchant 10 (ten) calendar days prior to the expected termination date.

5.15. Transfer the Merchant's right and functions of the Equipment technical support to a third party - the Service Company, including on the basis of recurrent monitoring and/or when the Merchant does not meet the requirements for the minimum amount and number of card transactions per month.

5.16. Terminate the service, cancel the Agreement in case of the Merchant's failure to perform the terms hereof and/or failure to perform the terms of agreements executed between the Merchant and Service Company, if any.

5.17. In the event that the Bank provides the Equipment to the Merchant:

5.17.1. check the Equipment safety, serviceability and the procedure for its use by the Merchant;

5.17.2. bill the Merchant to reimburse the cost of the Equipment repair and/or the cost of the Equipment in case of its failure, damage due to the Merchant's fault;

5.17.3. immediately withdraw the Equipment provided by the Bank to the Merchant in cases of withholding by the Bank the amounts specified in clause 5.2. hereof;

5.17.4. block the smartphone with HalykPOS app installed provided by the Bank, if there are no card transactions on the terminal for over a month.

5.18. Refuse to carry out a chargeback (financial claim) if the limitation period is more than 6 (six) months (180 days) from the date of a transaction.

5.19. The Bank has the right, in accordance herewith, without any additional consent of the Merchant, to make changes to the list of documents required for provision of services, performance of transactions, if required by the legislation of the Republic of Kazakhstan and/or internal documents of the Bank. The Merchant hereby expresses its consent and undertakes to provide the documents in accordance with the list specified by the Bank.

5.20. Request from Merchant the necessary information for the purpose of clause 2.6. hereof.

5.21. Require that the Merchant properly performs the Agreement.

5.22. Require that the Merchant (its representative) submit information and documents necessary to identify the Merchant (its representative), beneficial owner, as well as provide information on tax residency, type of activity and source of financing of transactions, documents related to transactions.

5.23. Refuse or suspend the execution of a transaction or execution of an instruction of the Merchant in case:

- of identification of unusual/suspicious transactions aimed at legalization (laundering) of illegally gained income and financing of terrorism, and the transaction subject to or aimed at evading international economic sanctions;
- in the event that the Bank has suspicions that it is being used for the purposes of legalizing (laundering) proceeds obtained through criminal means, financing terrorism, financing the proliferation of weapons of mass destruction, or violating/evading the requirements of international economic sanctions;
- to suspend the execution of debit transactions on an account if there are suspicions that such transactions are being carried out for the purpose of legalizing (laundering) proceeds obtained through criminal means, financing terrorism, or financing the proliferation of weapons of mass destruction, as well as for the purpose of violating or circumventing the requirements of international economic sanctions;
- the Merchant submits instructions and documents that do not comply with the requirements of the current legislation of the Republic of Kazakhstan and/or internal documents of the Bank;
- of sanctions against the Merchant, its affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., the US, EU, UK, and others) or international organization (including but not limited to the FATF, UN, and others), including when the terms and business relations hereunder may result in restrictions and/or sanctions being imposed on the Bank;
- the Merchant has violated the requirements of international economic sanctions;
- the Bank becomes aware of the Merchant's intentions to violate/circumvent the requirements of international economic sanctions;
- on the other grounds established by the Agreement, the legislation of the Republic of Kazakhstan and internal documents of the Bank, or arising therefrom.

In case of refusal, the Bank shall not be liable for losses, damages, which the Merchant has incurred or may incur due to the Bank's refusal to conduct a card transaction, operation, suspension of a card transaction, operation as a result of the Bank's compliance with the requirements of the anti-money laundering and anti-terrorism financing legislation, and the requirements of international economic sanctions.

5.24. Terminate business relations with the Merchant by unilateral refusal to execute the Agreement in cases, including but not limited to:

- sanctions against the Merchant and (or) its affiliates imposed in accordance with the jurisdiction of any country (e.g., the USA, EU, UK and others) or international organization (including but not limited to the FATF*, UN and others);
- the Bank has grounds to believe that the transactions of the Enterprise/counterparty of the Enterprise—including contracts—are being used for the purpose of legalizing (laundering) proceeds obtained through criminal means, for financing terrorism, or for financing the proliferation of weapons of mass destruction, and/or that such transactions fall under the scope of international economic sanctions or are intended to circumvent international economic sanctions;
- stipulated by the Bank's internal documents and procedures on anti-money laundering and combating financing of terrorism;
- required by the Law of the Republic of Kazakhstan "On Payments and Payment Systems" and the AML/CFT Law, other statutory regulations of the Republic of Kazakhstan, the Bank's internal documents and procedures on combating the legalization (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, and on international economic sanctions;
- a suspicion arises in the process of studying operations and (or) card transactions, operations performed by the Merchant that business relations are used by the Merchant for the purpose of legalizing (laundering) criminal proceeds or financing of terrorism;
- the emergence, during the review of transactions and/or card-based operations conducted by the Enterprise, of suspicions that the business relationship is being used by the Enterprise for the purpose of legalizing (laundering) proceeds obtained through criminal means, or for financing terrorism or the

* USA – United States of America
EU – European Union
FATF – Financial Action Task Force on Money Laundering
UN – United Nations

proliferation of weapons of mass destruction;

- suspicions arise in the course of studying operations and (or) card transactions, that business relations are used by the Merchant in order to circumvent/evade international economic sanctions;
- if the Bank detects incorrect use of the MCC code(s) by the Merchant, as well as use that does not correspond to the type of its activities, classification of goods/services provided by the Merchant.[†]

5.25. The Bank shall have the right to withdraw from the Agreement, if any of the personal data consents provided to the Bank are revoked, anyone disputes their validity, any of the personal data consents provided to the Bank are invalid, the Bank cannot use personal data of personal data subjects provided to the Bank (including, as a result of destruction, blocking, depersonalization, etc.), the Bank is held liable for violation of the legislation on personal data.

5.26. Provide, upon the Merchant's written application, statements on card transactions made through open communication channels, if the Merchant indicates in its application that the Bank has provided a statement through open communication channels, without indicating the Cardholder's current account number and name. If the Merchant requests in the application that the Bank provide a statement via open communication channels, the Bank will not bear any responsibility for non-observance of the confidentiality of the transmitted information when providing a statement.

5.27. Use the Merchant's name (legal and trade), trademark/logo, as well as contact details (phone numbers, addresses, including website addresses) intended for communication with the Cardholders in any of its publications and promotion materials, when such use is appropriate, in the opinion of the Bank. By acceding hereto, the Merchant, represented by its authorized persons, gives the Bank an official written consent to use the Merchant's name/trademark/logo/contact details in any of its publications and promotion materials.

5.28. Transfer its rights and/or obligations (in whole or in part) hereunder to a third party without the Merchant's further consent, subject to the Bank's prior written notice to the Merchant at least 15 business days before such transfer. The Merchant hereby unconditionally grants the Bank the right to transfer its rights and/or obligations hereunder to any third party in the manner and under the conditions established by this clause hereof. By acceding hereto, the Merchant, represented by its authorized persons, gives the Bank an official written consent to disclose banking secrets protected by law and information provided by the parties to each other in relation to the execution of this Agreement to third parties, to whom the Bank transfers its rights and/or obligations in accordance with this clause hereof, as well as to the commercial representative of the Bank under the acquiring commercial representation agreement/banking service and acquiring commercial representation agreement executed with the Bank.

5.29. Change upwards/downwards the size of the Daily Limit, whereon the Bank shall send a relevant notice to the Merchant.

5.30. The Merchant hereby grants the Bank its consent to the Bank's withdrawal of the amounts in cases specified herein, namely the amounts payable by the Merchant to the Bank, the cost of lost Equipment, the amount of penalties, expenses, and the amounts of card transactions carried out by the Merchant employees, who have not been trained on how to carry out operations, the amounts to be debited from the Bank for financial claims of Systems, by direct debiting the Merchant's bank accounts opened with the Bank.

5.31. To unilaterally change the timeframe for the transfer of funds related to card transactions effected using the Cards. In such a case, no supplementary agreement or any other form of agreement or contract shall be executed. The Bank shall notify the Enterprise of any change to the funds transfer timeframe in accordance with the procedure stipulated in the Agreement.

5.32. Unilaterally disable the authorization server without prior notice to the Merchant and/or refuse to execute the Agreement in accordance with clause 8.3. of the Agreement and other terms hereof, with prior notice of the Merchant, including if one or more of the following events happen:

- the Merchant is in breach of the terms hereof and the Instructions;
- the Merchant carries out activity that may damage the reputation of the Bank and/or is illegal;
- the Merchant provides false information to the Bank;
- termination of the TSP operations;
- obtaining negative information about the Merchant from the Systems;
- obtaining information about the Merchant's suspicious fraudulent card transactions;

[†] MCC code is a four-digit code representing the type of retail outlet, used in the payment card industry to classify goods/services provided by the Merchant according to the type of activity.

- inconsistency of goods and services offered to the Cardholders with Merchant's type of activity specified in the questionnaire;
- if goods and services in the assortment of the Merchant are prohibited by the legislation of the Republic of Kazakhstan including goods included by individual states and/or international organizations in the list of prohibited goods or services;
- if it is discovered that goods sold by the Merchant are being used (exported/imported) in violation of/circumvention of international economic sanctions;
- if unusual/suspicious transactions aimed at legalizing (laundering) proceeds of crime and financing terrorism, as well as transactions subject to international economic sanctions or aimed at evading international economic sanctions, are detected;
- in the event that the Bank has suspicions that it is being used for the purposes of legalizing (laundering) proceeds obtained through criminal means, financing terrorism, or financing the proliferation of weapons of mass destruction, as well as for the purpose of violating or circumventing the requirements of international economic sanctions;
- if the Bank detects that the Merchant is using an incorrect MSS code, as well as one that does not correspond to the type of its activities, classification of goods/services provided by the Merchant;
- Merchant's failure to fulfill the Bank's requirement to keep the minimum balance in the bank account opened with the Bank;
- similar cases.

5.33. If the amount of money is unclaimed by the Merchant under card transactions under the Agreement, write off such unclaimed amount to income after 180 (one hundred and eighty) days.

5.34. Unilaterally amend the Agreement, tariffs for the merchant acquiring. The Bank shall notify the Merchant of any changes, amendments, supplements according to the procedure specified in the Agreement.

5.35. Transfer or refer the Merchant to third parties to provide the Merchant with consumables, including receipt tapes used in the Equipment provided by the Bank, or to charge a separate fee for the same.

5.36. In cases when the Merchant has accounts receivable towards the Bank under this Agreement concluded through a commercial representative, the fulfillment of the Merchant's obligation to repay the accounts receivable towards the Bank under the Agreement can be imposed on the said commercial representative. In order such obligation to be fulfilled by the commercial representative, the Bank shall be entitled to collect the amount of the receivable by deducting it from the fee payable by the Bank thereto. If the amount of fee is insufficient to repay the debt, the Bank shall be entitled to address the commercial representative with a written request to repay the remaining part of the debt. Clauses 1 and 2 of Article 276 of the Civil Code of the Republic of Kazakhstan shall apply to such an obligation of a commercial representative.

5.37. The Bank shall be entitled to recognize a transaction as doubtful if such transaction in the aggregate contains the following criteria or one of the specified criteria is present.

- prior to card transaction, the Cardholder replenished the card account (by transferring and/or depositing cash to the card account) for an amount close to the amount which may earn the maximum bonus from the Bank;
- the most part of the Merchant's customers makes transactions for the amount equal to the amount which may earn the maximum bonus from the Bank during 2 (two) and more months in a row;
- earlier, the Cardholder did not receive the maximum bonus from the Bank;
- the accrued bonus is used within 3 (three) calendar days.

5.38. write off previously accrued bonus from the bonus account in case of technical failure and/or erroneously accrued bonus, and/or in case of recognition by the Bank of the customer's operation as doubtful, which the Cardholder gives its unconditional and irrevocable consent to.

Article 6. The Merchant is obliged and entitled to:

6.1. Strictly comply with the terms hereof and the Bank's rules regarding the procedure for conducting card transactions on the Cards that were communicated by the Bank to the Merchant.

6.2. Fulfill the requirements contained herein, as well as in the materials provided by the Bank when training Merchant employees.

6.3. Avoid unjustified refusal of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB and HUMO payment systems to accept payment with a valid Card presented by the Cardholder.

6.4. When accepting Cards for payment, refrain from any restrictions, conditions or requirements other than those established for other methods of payment for good/services in the Merchant (for example, overstate the cost of goods/services in order to compensate for the Bank's fees, refuse to provide valid TSP discounts, etc.).

6.5. Allow to conduct card transactions only for instructed Merchant employees.

6.6. Check ultraviolet protection on the Cards.

6.7. The Merchant undertakes on a daily basis to monitor and unload the Batch (shift closure) on the Equipment in accordance with the Instructions, except where card transactions with the Equipment were not made in the Merchant's TSP for the past day.

6.8. Refrain from transfer the consumables and advertising and promotion materials provided by the Bank to third parties.

6.9. Avoid disclosure of the amount of remuneration specified in the application or notice, unless the tariffs are specified on the Bank's website at: www.halykbank.kz, and information on the transactions made by the Cardholders without the prior written consent of the Bank.

6.10. Keep records of transactions on a daily basis. In the event of a discrepancy between the amounts credited by the Bank and the amounts actually owed to the Merchant on transactions, the Merchant undertakes to notify the Bank of such discrepancy within 3 (three) business days from the date of the transaction.

6.11. Pay the invoice issued by the Bank in accordance with the terms hereof within 3 (three) business days from the date of receipt.

6.12. Keep confidential the duplicates and copies of checks, as well as other information related to the Card transactions within 210 (two hundred ten) calendar days and provide them to the Bank within 3 (three) banking days of receipt of a written or e-mail request.

6.13. Strictly adhere to all the Bank's recommendations on placing at the points of sale of goods and/or services of logo stickers of payment systems, which cards are accepted by the Merchant.

6.14. Recognize as a document all dispute instruments/cycles of the dispute process adopted in the System, such as: retrieval request, chargeback, pre-arbitration, pre-compliance, arbitration, compliance and others; facsimile messages, e-mails addressed to the Bank both by the Systems themselves and by their participants.

6.15. If it is impossible to conduct training for new employees by its own forces, immediately notify the Bank of the need to train new employees serving Cardholders.

6.16. Provide the card transaction supporting documents within 3 (three) banking days of receipt of a written or e-mail request from the Bank.

6.17. Provide the Bank with information and documents necessary for the Bank to fulfill its obligations stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, including information on beneficial owners.

6.18. If the Bank provides the Equipment to the Merchant:

- Activation of equipment by the enterprise confirms that it has been received and put into use;
- Acceptance Certificate: The Equipment shall be deemed approved and accepted by the Enterprise if no written objection is received from the Enterprise within 24 hours of the Equipment's activation.

In the event that the Enterprise submits a request to obtain Equipment via Onlinebank, the Bank shall generate a corresponding instruction and send it to the Enterprise's personal account within Onlinebank and/or to the email address specified in the Agreement. This instruction shall contain the following information: account number and name, code, inventory number, serial number, ID number, the address of the Enterprise's service location/the address where the Equipment is to be installed, and the condition of the Equipment;

- ensure the Equipment safety and integrity;
- prevent mechanical and other damage to the Equipment. Avoid repairing (setting up) the Equipment on your own or with the involvement of third parties;
- transfer the Equipment to the Bank in good condition upon termination of the Agreement in accordance with the terms hereof;

- pay the invoice issued by the Bank within 3 (three) business days in accordance with the terms of clause 5.17.2 of clause 5.17. hereof;
- use the Equipment in accordance with its purpose according to the instruction manual;
- refrain from transferring the Equipment to third parties and prevent employees who have not been instructed/trained in the Equipment use from the Equipment operation;
- pay at its own expense the cost of electricity consumed by the Equipment. The Bank does not reimburse the Merchant for such expenses;
- in case of loss of the Equipment and PIN-PAD (if any), the Merchant undertakes to reimburse the original cost of the Equipment, which is indicated in the acceptance certificate, according to which the Company accepted the Equipment within 3 (three) business days after the Bank issues the corresponding invoice. The acceptance certificate is drawn up in the form given in Annex 1 hereto;
- to pay a subscription fee to reimburse the cost of the Equipment provided by the Bank, if there are no card transactions thereon for more than one month.

6.19. If the Merchant acquires the Equipment in accordance with the recommendations provided by the Bank: in the event of the Equipment breakdown, immediately contact seller of such Equipment (recommended by the Bank), seller's legal successor, in the manner and on terms prescribed by the contractual relationship between the Merchant and Equipment seller.

6.20. In the event that the Merchant is in arrears on chargeback to the Bank, the Merchant undertakes to repay the resulting debt within 5 (five) business days. In case of failure to repay the debt, the Bank may exercise the right to be guided by clause 5.3. hereof.

6.21. Refrain from saving in any form/kind the Card details, including but not limited to the full Card number, security codes and other details that the Merchant has known from the Cardholder as a result of the sale of goods/services.

6.22. When accepting payments for goods / services at Halyk POS-terminal, ensure there is a mobile phone compatible with Halyk POS-terminal (as recommended by the Bank).

6.23. Notify the Bank in writing of all changes in location, legal address, bank details, constituent documents and other information provided by the Merchant to the Bank within 3 (three) business days from the date of such changes.

6.24. Refrain from presenting and having claims to the Bank due to the loss of confidentiality of information because of sending statements of card transactions through open communication channels.

6.25. If the Cardholder needs to enter a personal identification number (PIN-code), provide the Cardholder with the necessary conditions for the confidential entry of a personal identification number (PIN-code).

6.26. Avoid carrying out card transactions for the purpose of payment for any transactions that may be recognized as disputable, null and void, contrary to the current legislation of the Republic of Kazakhstan, if the Bank has notified the Merchant of the inadmissibility of payment for such Card transactions.

6.27. Undoubtedly and unconditionally, reimburse the Bank in the manner prescribed herein, any amount of sanctions for card transactions assigned to the Bank by the Systems made at the Merchant. The fact that Bank credits the Merchant's bank account for the amounts of card transactions does not imply a final and indisputable recognition of the authorization of such card transactions. Such card transactions may be recognized as unauthorized in accordance with the legislation of the Republic of Kazakhstan, this Agreement and the rules of the Systems. All possible risks associated with the recognition of a Transaction made at the Merchant as unauthorized shall be borne by the Merchant.

6.28. In order to prevent possible losses, notify the Bank in writing within 3 (three) business days about the Merchant liquidation and any decisions/actions of a restrictive nature adopted in relation to the Merchant by the authorized bodies, such as:

6.28.1. compulsory reorganization or liquidation of Merchant;

6.28.2. suspension of debt transactions on any Merchant's bank accounts by the authorized body;

6.28.3. seizure of money and/or other Merchant property by decision of any authorized bodies;

6.28.4. other decisions or actions in accordance with the legislation of the Republic of Kazakhstan.

6.29. To be aware of PCI DSS requirements and ensure Merchant's compliance with such standard. A description of the programs is available on the website at: https://www.pcisecuritystandards.org/merchants/.

6.30. Submit to the Bank documents confirming Merchant's compliance with the PCI DSS (annual results of certified audits, as well as a participant's questionnaire for compliance with PCI DSS, as per IPS requirements) within 3 business days of receipt of the request.

6.31. If a commercial representative facilitated the execution of this Agreement between the Bank and Merchant, the Merchant hereby grants the Bank the right to transfer to such commercial representative information on the number of card transactions carried out by the Merchant in accordance herewith, in the manner prescribed by the Bank's contractual relationship with the commercial representative. The condition provided in this clause hereof is treated as the Merchant's consent to disclose confidential information provided by the legislation of the Republic of Kazakhstan within the framework and on terms specified in this clause hereof.

6.32. If the Bank and the Merchant have concluded an agreement on participation in the Bank's Bonus Program, the Bank shall not charge a commission fee from the Merchant in case of a transaction at the expense of bonus.

6.34. The Merchant shall be obliged:

- to comply with international economic sanctions, international standards, and legislation on combating money laundering, terrorist financing, and the financing of the proliferation of weapons of mass destruction in its activities
- not to sell goods/services prohibited/restricted for distribution by the legislation of the Republic of Kazakhstan and/or the country of the recipient of the goods/services;
- not to carry out operations prohibited by international, international economic sanctions;
- not to act directly/indirectly on behalf of and for the benefit of customers/counterparties (their subsidiaries, branches, representative offices of the group/conglomerate, etc.) subject to international economic sanctions;
- not to conduct transactions and/or operations with goods and services restricted by international and international economic sanctions;
- not to conduct transactions and/or transactions with dual-use goods;
- immediately (within one business day following the day on which the Company became aware) notify the Bank in the event of international economic sanctions being imposed on the Merchant and/or its affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., the US, EU, UK) and/or international organization, including but not limited to the FATF and the UN;
- not to act directly/indirectly in favor of counterparties/customers/partners (founders, beneficiaries, subsidiaries, branches, group/conglomerate representative offices, etc. thereof) in respect whereof international, international economic sanctions are imposed;
- to specify the trade name of the business and logo when registering a financial number, and not to use words/phrases which could harm the business reputation of the Bank and/or third parties, in accordance with the legislation of the Republic of Kazakhstan.

6.34. The Merchant is entitled to demand that the Bank fulfil the terms and conditions hereof properly.

Article 7. Financial Claim (Chargeback), refund to the Cardholder

7.1. In the event that the Bank receives disputed instruments/dispute process cycles adopted in the Systems, such as: retrieval request, chargeback, pre-arbitration, pre-compliance, arbitration, compliance and others, the Bank shall send a written or e-mail request to the Merchant to provide the Bank with supporting documents for a card transaction within the period specified in clause 6.16 hereof.

7.2. If the Merchant does not have the documents required to be submitted to the Bank in accordance with clause 7.1 hereof, or if the Merchant fails to submit such documents within the period specified in clause 6.16 hereof, or if the Merchant agrees that it has failed to fulfill or improperly fulfilled its obligations to the Cardholder, or if a card transaction is recognized by the System or its participant as fraudulent, and/or the Bank is sanctioned by the System, the Bank, at its own expense, reimburses the System for a card transaction amount, and subsequently withholds this amount from the amount of payments due to the Merchant. The Merchant hereby expresses its consent for the Bank to withhold the amount of a card transaction from the money to be transferred to the Merchant's bank account as part of payments due to the Merchant. In the absence of such payments, the Merchant undertakes to replenish the bank account, which is used for payment acceptance, for the amount of a card transaction within 10 (ten) business days of receipt of the relevant request from the Bank (in hard or in electronic form).

The Parties have hereby agreed that disputes initiated for the cards of other Issuing Banks of Kazakhstan shall be considered through negotiations between these Issuing Banks on the one hand and the Bank on the other hand. In the event that it appears impossible to resolve dispute by correspondence/negotiations between the parties, disputes shall be resolved in dispute resolution procedures in accordance with the rules of the Systems prevailing at the time of consideration of disputes, including by putting financial claims (chargeback), and in the absence of the Rules for dispute resolution (for example, with payment Cards of local systems) – in accordance with the Rules of the VISA International System. The Dispute Resolution Rules of the Systems prevailing at the time of consideration of disputes shall be applied to disputes with cards of foreign issuing banks.

7.3. If the Bank receives an instruction to refund the Cardholder for the money debited from its current account in payment for goods or services, the Merchant shall ensure the refund on the same day by performing a transaction on the same day in an amount sufficient for the refund, or by crediting the required amount to the bank account, which is used for payment acceptance. The Merchant hereby agrees that the Bank may withhold the amount returned to the Cardholder from the amount of payments due to the Merchant, in accordance with the Merchant's instructions.

7.4. If the Bank, within 2 (two) Banking days from the date the Bank has refunded the amount of the card transaction in accordance with clause 7.2 hereof, or from the day the Bank has refunded money to the Cardholder at the Merchant's instruction in accordance with clause 7.3. hereof, will not be able to withhold the amount of the card transaction in the manner provided in clauses 7.2 and 7.3 hereof, if the amount of payments made in favor of the Merchant is not sufficient for such withholding, the Bank has the right to withdraw the amount of the card transaction from any Merchant's bank accounts opened with the Bank by direct debit.

7.5. The Bank's transfer of money in favor of the Merchant under the card transaction does not mean the final and indisputable recognition that such card transactions are authorized. Such card transactions may be recognized as unauthorized in accordance with the legislation of the Republic of Kazakhstan, this Agreement and the rules of the Systems. The Merchant hereby assumes all risks associated with the possible recognition of the card transaction as fraudulent, and undertakes, if the Bank receives the Chargeback, to unconditionally refund money transferred from the Cardholder's current account in payment for goods/services or returned by the Bank to the Cardholder at the Merchant's instruction.

7.6. The Issuing Bank initiates a chargeback, including if it receives a written application from the Cardholder, from whose current account the card transaction was made, about Merchant's improper performance of its obligations to supply goods and/or provide services paid hereunder, or about illegal debiting the Cardholder's current account in payment for goods and/or services hereunder (except where the issuing bank is the Bank, and the dispute procedure is carried out through negotiations and correspondence with the Merchant. In case the disputes are not resolved, they are considered with dispute resolution procedures in accordance with the Rules of the Systems and the current legislation of the Republic of Kazakhstan).

7.7. If the Bank detects card transactions, which authorization raises the Bank's suspicions, the Bank has the right to suspend the transfer of money in favor of the Merchant under such card transactions. The money transfer is suspended for the period of investigation into the authorization of the card transactions, but not more than 180 (one hundred and eighty) calendar days from the date of the card transaction. If, prior to the expiration of the investigation into the authorization of card transactions, the Bank receives confirmation from the Systems and/or the Issuing Bank that such card transactions are unauthorized, the Bank has the right not to transfer money under unauthorized card transactions to the Merchant's bank account and to refund the Systems or the Issuing Bank.

If, after the expiry of the period of investigation into the authorization of card transactions, the Bank does not receive confirmation from the Systems and/or the Issuing Bank that such card transactions are unauthorized**,** and/or the System and/or the Issuing Bank recognize that such card transactions are authorized, the Bank undertakes to transfer money to the Merchant's bank account.

7.8. If the System recognizes that the card transaction is unauthorized prior to the System imposing sanctions on the Bank, the Bank shall have the right to withdraw the amounts of unauthorized card transactions by direct debiting the Merchant's bank accounts opened with the Bank so that to ensure the execution of the Merchant's obligations specified in clause 7.4. hereof.

The amounts of card transactions debited by the Bank from the Merchant's bank accounts in accordance with this clause hereof are kept in the accounts of the Bank within the period provided for

imposing sanctions on card transactions by the requirements of the Systems.

If, prior to the expiration of the period stipulated for imposing sanctions on card transactions by the requirements of the Systems, such sanctions are imposed, the Bank shall reimburse the System for the amounts of unauthorized card transactions at the expense of the funds withheld from the Merchant's bank accounts in accordance with this clause hereof, and shall exercise its other rights and obligations in accordance herewith.

If, after the expiry of the period stipulated for imposing sanctions on card transactions by the requirements of the Systems, such sanctions are not be imposed on the Bank, or if the issuer/System recognizes that card transactions, for which amounts are withheld by the Bank in accordance with this clause of the Agreement, are authorized, the Bank undertakes to refund the withheld money to the Merchant's corresponding bank account.

7.9. The Parties hereby have agreed that all costs, including fines and commissions incurred by the Bank on disputes arising in connection with payment for goods and/or services through Merchant's fault, are borne by the Merchant. The Bank's fee on the disputed transaction is not returned to the Merchant.

7.10. The Merchant shall bear responsibility and risks for payments made with Card details received by telephone/fax/mail, and unconditionally undertakes to refund the Bank for disputable transactions[*].

7.11. If the Bank deducts/withholds (debits) the amounts in accordance with the procedure established by this Agreement, it turns out that the currency of the amount deducted/withheld (debited) from the Merchant's bank accounts does not correspond to the currency of the refund amount made by the Bank, the Bank shall convert the amounts subject to withholding/debiting from the Merchant's bank accounts into the currency of the amount refunded to the Cardholder at the sale/purchase/accounting exchange rate (at the option of the Bank) of any of the indicated currencies set by the Bank prevailing on the day of the transaction.

Article 8. Liability of the Parties

8.1. The Parties are liable for any failure to perform or improper performance of their obligations hereunder in accordance with the current legislation of the Republic of Kazakhstan and the terms hereof.

8.2. The information provided by the Parties to each other in relation to the execution of this Agreement is confidential and cannot be disclosed without the prior written consent of the other Party. The Parties shall be liable for any disclosure of such information in accordance with the current legislation of the Republic of Kazakhstan. The Agreement may prescribe specific methods for the exchange of information and documents by the Parties.

Submission by the Merchant to the Bank of the relevant application/statement for conclusion of this Agreement and its receipt/signing by the Bank shall mean that the Merchant consents to the disclosure of information constituting a trade secret, bank secrecy, personal data (if necessary) to a third party – commercial representative, and the Bank consents to the disclosure of information constituting a trade secret, personal data (if necessary) to a third party – commercial representative in the following case. In case the Merchant incurs accounts receivable by the Bank hereunder, when the Agreement was concluded through the commercial representative, each Party shall have the right to provide the commercial representative, at its request, with the documents or information:

- confirming and substantiating the Bank's claims to the Merchant for repayment of the accounts receivable under the Agreement, including the calculation of the accounts receivable,
- on the repayment by the Merchant of its accounts receivable by the Bank, on the balance of the Merchant's accounts receivable by the Bank.

8.3. The Bank shall not be liable:

8.3.1. for failures in the operation of technical means, software failures, power supply and data transmission systems, which are beyond the Bank's direct control, but which may result in temporary suspension of service;

8.3.2. for disputes and disagreements arising between the Merchant and Cardholders in all cases when such disputes and disagreements do not relate to the subject of this Agreement;

8.3.3. for a delay in payments in the event that such delay is caused by the untimely notification of the Bank about changes in the Merchant's bank details;

[*] takes effect, if the Bank provides Key Entry option.

8.3.4. if the Equipment is provided to the Merchant by the Bank, the Bank shall not bear responsibility for the Equipment defects that were agreed upon the conclusion of the Agreement, or were known to the Merchant in advance, or should have been discovered by the Merchant during the Equipment inspection or check of its serviceability when concluding the Agreement or when transferring the Equipment;

8.3.5. for improper performance of/failure to perform this Agreement, if such improper performance/failure to perform is caused by untimely notification/non-notification by the Merchant of the Equipment failure.

8.3.6. in other cases stipulated by the Agreement;

8.3.7. for inability to perform card transactions for the reasons specified in clause 5.23 of this Agreement;

8.3.8. The Bank shall not be liable for any losses incurred by the Client as a result of the Bank's compliance with the requirements of legislation on countering the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, as well as the requirements of international economic sanctions;

8.3.9. for incorrect use by the Merchant of the MSS code, as well as classification of goods/services provided by the Merchant that does not correspond to the type of its activity.

8.4. The Bank shall be liable:

8.4.1. if the Equipment is provided to the Merchant by the Bank, for the Equipment defects that the Bank deliberately or by gross negligence has not agreed during the transfer of the Equipment, if this has caused damage to the Merchant in the amount of real damage;

8.4.2. for non-performance, improper performance of its obligations hereunder.

8.5. The Merchant shall be liable:

8.5.1. if the actions or inaction of the Merchant employees bring to material damage (harm) to the Bank, the Merchant shall bear responsibility and reimburse the Bank for the damage (harm) caused in the amount indicated in the written claim submitted by the Bank. The amount of damage (harm) may be revised by an agreement signed by the Bank and the Merchant. The Bank and the Merchant in each individual case stipulate the refund procedure – either by debiting amounts due to the Merchant or by payment of the invoice issued by the Bank. The Bank has the right to suspend settlements hereunder until the claim is settled.

At the same time, the measures taken by the Bank do not prevent it from using the Merchant's consent agreed in clause 5.30 hereof for the withdrawal of the Merchant's amounts payable hereunder by direct debiting the Merchant's bank accounts opened with the Bank, with the use of a payment order;

8.5.2. for failure to comply with the Instructions and the Fraud, the Merchant shall reimburse the Bank for damage (harm) in the manner prescribed in sub-clause 8.5.1 of this clause, including claims of issuers submitted to the Bank through payment systems, or claims submitted directly to the Bank for reasons of recognizing operations with Issuers' Cards made at the Merchant fraudulent;

8.5.3. for failure to comply with clause 6.7 hereof;

8.5.4. for failure to comply with clause 6.10 hereof;

8.5.5. if the Equipment is provided to the Merchant by the Bank, the Merchant shall bear responsibility for the Equipment safety and for the damage caused to the Equipment in the amount of actual damage;

8.5.6. for the Merchant's giving the Bank untimely notification of the Equipment failure (including the Equipment disconnection/failure of the equipment telecommunications facilities), including through the fault of the Merchant personnel, in the form of a penalty of 2% of the cost of the Equipment specified in the relevant Equipment Acceptance Certificate;

8.5.7. for card transactions carried out using the Card details received by telephone/fax/postal communication, including Key Entry card transactions, in the amount of such card transactions, as well as any amounts of sanctions on such card transactions assigned to the Bank by the Systems (if any). All possible risks associated with the recognition of such card transactions as unauthorized are borne by the Merchant.

8.5.8. full responsibility (material and other) for losses and damages, which the Bank has incurred or may incur due to non-performance or improper performance of the obligations stipulated in Clause 6.34 hereof;

8.5.9. If the Equipment is provided to the Merchant by the Bank on the basis of an application (for the Merchant, which connects the POS-terminal through Onlinebank), the Merchant shall be responsible for the timely provision of information about the termination/change of powers of authorized persons or their subscriber numbers specified in the applications submitted to the Bank.

Article 9. Miscellaneous

9.1. The Merchant hereby certifies that with regard to the personal data of personal data subjects transferred including to be transferred in the future to the Bank and (or) organizations that are part of the Halyk Financial Group (the Bank and its subsidiaries (the "Organizations")), in order the Bank and (or) Organizations provide banking and other services, conclude with the Bank and fulfill other agreements, as well as otherwise where in accordance with the legislation of the Republic of Kazakhstan and/or internal documents of the Bank and (or) Organizations, it becomes necessary to collect, process personal data, the Merchant has previously received from the personal data subjects consent to the collection and processing of personal data, transfer of personal data to third parties, including the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations.

If necessary, as determined by the Bank and (or) Organizations, the Merchant provides the Bank and (or) Organizations with documentary evidence of the consent given to the Merchant by the personal data subjects to collect and process personal data, transfer personal data to third parties, including to the Bank and (or) Organizations, processing by the Bank and (or) Organizations of personal data, and in failure to provide documentary evidence of consent, will collect such consents, and then confirm to the Bank and (or) Organizations the receipt thereof.

Responsibility for the lack of consent to the collection and processing of personal data, transfer of personal data to third parties, including to the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations is assigned to the Merchant. If the Bank and (or) Organizations are held liable for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Merchant undertakes to reimburse the Bank and (or) Organizations, at the request of the Bank and (or) Organizations, any costs and losses incurred by the Bank and (or) Organizations.

The Merchant hereby gives its unconditional and irrevocable written consent to the disclosure of the terms of the Agreement concluded with the Bank, the fulfillment by the Parties of their obligations hereunder, as well as any other information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan and related to the Agreement, collection agencies, auditors of the Bank.

9.2. By clicking the Next button, the Merchant represents and certifies that the data specified in the electronic application executed in Onlinebank system for connecting to the Bank's acquiring system or connecting an additional sales outlet, where the Merchant is already connected to the Bank's acquiring system, are reliable and complete.

Article 10. Force Majeure

10.1. The Parties may suspend the performance of their obligations hereunder for a period during which they are not able to fulfill such obligations due to the occurrence of force majeure circumstances (the "Force Majeure"). In this case, the parties are relieved of responsibility for partial or complete failure to perform their obligations hereunder.

10.2. For the purposes hereof, the Force Majeure means any circumstances of force majeure that are beyond the reasonable control of the Parties and which the Party claiming the Force Majeure is unable to prevent, overcome or limit, despite all possible efforts, including wars, riots, strikes, fires, explosions, floods, decisions of any state authority prohibiting the performance of this Agreement, other force majeure circumstances, natural disasters, regardless of their location, etc. The Parties agree that the Force Majeure does not include circumstances caused by the negligence or willful actions of either Party or its representatives, subsidiaries, contractors, agents, employees or officers.

10.3. In the event of the Force Majeure, a Party whose obligations hereunder happen to be affected by such Force Majeure circumstance shall immediately (no later than five days after the occurrence of the Force Majeure) notify the other Party in writing and take all possible actions in order to reduce losses or damage in relation to the other Party and restore its ability to perform obligations hereunder. Failure to notify or late notice deprives the Party of the right to refer to any force majeure circumstance as a ground that exempts from liability for failure to perform obligations hereunder.

10.4. The Force Majeure notice shall contain (1) description of Force Majeure circumstances confirmed by the competent organization, (2) a detailed description of its impact on the performance of this

Agreement and the expected duration of such circumstances, (3) description of all actions taken by the Party to reduce loss or damage to the other Party and restore the ability to perform obligations hereunder.

10.5. The term for performance of obligations hereunder shall be postponed pro rata to the duration of the Force Majeure circumstances and the consequences caused by these circumstances. If the failure to perform obligations, fully or partially, under this Agreement by the Parties due to the occurrence of the Force Majeure circumstances lasts for more than 90 (ninety) calendar days, the Parties have the right to terminate this Agreement. In this case, the Parties agree to make the final settlements within 20 (twenty) calendar days from the date of termination of this Agreement due to the above circumstances.

Article 11. Special conditions

11.1. All disputes and disagreements arising from the execution of this Agreement will be possibly resolved through negotiations between the Parties.

11.2. Disputes not resolved by agreement shall be referred to the courts of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan.

11.3. The Parties agree to accept the data about card transactions on computer media as evidence in the resolution of disputes.

11.4. Written notices are considered received by either Party if delivered against receipt or sent by registered mail to the address of the Party (if there is a postal receipt), unless other method of sending, delivery is provided herein. A written notice sent by registered mail is considered received by the other Party on 4th (fourth) calendar day after sending (as counted from the date of the document issuance by the postal organization when sending). Where method of sending, delivery differs, it is determined based on the method of sending, delivery.

11.5. The Parties agree that the transfer of rights and obligations hereunder shall be solely permitted upon written consent of the other Party, subject to clause 5.26 hereof.

Article 12. Anti-Corruption provisions

12.1. In the performance of their obligations hereunder, the Parties, their affiliates, employees or intermediaries shall not commit, directly or indirectly, any actions classified as bribery, commercial bribery, abuse of power, and actions in violation of the legislation of the Republic of Kazakhstan, international law and international treaties of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism and other corruption violations – both in relations between the Parties to the Agreement and in relations with third parties and public authorities. The Parties shall also bring this requirement to their affiliates (related parties), employees, authorized representatives and intermediaries.

12.2. If a Party has reason to believe that any of the obligations set forth in this article hereof have been or may be violated, it shall promptly notify the other Party in writing and via email set forth in the Agreement. In its written notice, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that the requirements set forth in this article hereof have been or may be violated by the other Party, its affiliates (related parties), employees, authorized representatives or intermediaries.

12.3. A Party that receives a notice of a violation of any provision of this article hereof shall consider the notice and notify the other Party of the results of its consideration within seven (7) business days of receipt of the written notice.

12.4. The Parties shall ensure that any violations of the provisions of this article hereof are properly investigated in accordance with the principles of confidentiality, and that effective measures are taken to prevent potential conflicts. The Parties shall ensure that there will be no adverse consequences for the notifying Party as a whole, or for any specific employees of the notifying Party who have reported a violation.

12.5. If it is confirmed that a Party has violated the provisions of this article hereof and/or the other Party has not received information on results of the consideration of the violation notice as set forth in this article hereof, the other Party shall be entitled to terminate this Agreement unilaterally and extrajudicially by written notice no later than fifteen (15) calendar days prior to the date of termination of the Agreement.

Article 13. Validity, amendment and termination

13.1. The Agreement shall become effective upon signing by the Parties of the relevant application/receipt by the Merchant of confirmation of the application submitted by the Merchant and is valid until complete mutual settlements between the Parties, subject to clause 13.5. hereof.

13.2. Either Party has the right to refuse to execute this Agreement by sending the other Party a corresponding written notice 10 (ten) calendar days prior to the date of termination of the Agreement specified in the notice, except where the Bank may terminate business relations with the Merchant by unilateral refusal to execute the Agreement in accordance with the terms hereof, and the Merchant may terminate the Agreement in accordance with clause 4.8. hereof. Card transactions hereunder shall be terminated on the day the other Party receives a notice of termination of the Agreement. The Merchant shall return to the Bank the Equipment previously accepted from the Bank within not more than 3 (three) business days of receipt of the Agreement termination notice by the other Party. The Parties shall fully complete all settlements and payments hereunder starting from the day the other Party receives an Agreement termination notice and until the date of the Agreement termination specified in the written notice. Upon termination, the Merchant shall return to the Bank the Equipment previously received from the Bank within a period not exceeding 3 (three) business days from the date of termination. Certain conditions, grounds and procedure for terminating the Merchant Acquiring Accession Agreement may be stipulated in other clauses hereof.

13.3. The Bank shall be entitled to unilaterally terminate this Agreement with the Merchant in the following cases: termination of the Merchant's operations (liquidation, bankruptcy, termination of operations as an individual entrepreneur or a person engaged in private practice), and the absence of the Equipment provided by the Bank (POS-terminal, including GSM POS-terminal, including GSM POS-terminal with SIM card or Halyk POS-terminal installed on the smartphone of the Merchant or a smartphone provided by the Bank with installed Halyk POS application, QR code), if there are no amounts for mutual settlements between the Parties.

13.4. Upon termination of this Agreement, the claims of the Parties to each other on card transactions shall be presented in accordance with the current legislation of the Republic of Kazakhstan, as well as the rules of the Systems.

13.5. If the Equipment is provided to the Merchant by the Bank, and if the Merchant returns the Equipment in a faulty or incomplete condition, the Agreement shall be terminated only upon completion of mutual settlements and after the Merchant pays invoice issued by the Bank.

13.6. The Agreement is considered terminated after the full completion of mutual settlements between the Parties, but where the Systems present financial claims, the obligations of the Parties regarding the settlement of claims and reimbursement of expenses survive and shall be valid for 180 (one hundred eighty) calendar days after termination hereof.

13.7. Upon reorganization of either Party, all rights and obligations hereunder shall be transferred to its successor.

13.8. Where the Merchant data provided to the Bank change (including the change in the Merchant's, TSP's name, bank details, legal and actual address, phone number, working hours), the Merchant notifies the Bank in writing within a period of no more than 3 (three) business days from the date of changes. At the request of the Bank, the Merchant shall submit documents confirming the changes.

13.9. Separate terms hereof not regulated by the Agreement may be agreed by the Parties by signing supplementary agreements.

13.10. All documents related hereto shall be drawn up in accordance with the terms hereof, the requirements of the legislation of the Republic of Kazakhstan in the state and/or Russian language.

Article 14. Instructions

Merchant acquiring instructions referred herein are binding on the Merchant.

Instructions include, first of all:

- Instructions to provide services to cardholders;
- Instruction with signs of authenticity, invalidity and/or counterfeiting of cards and identity documents, as well as suspicious behavior of cardholders;
- Instructions on security measures in conducting card transactions;
- POS-terminal operating manuals.

The Bank may unilaterally make amendments to the Instructions by giving a notice to the Merchant in a way determined by the Bank, providing the amendments or the amended Instructions to the Merchant and/or publishing the same at the website specified herein.

Article 15. Annexes to the Agreement

The following Annexes are provided to the Agreement:

14.1. [Equipment Acceptance Certificate – Annex 1].[3] [Equipment Commissioning Certificate – Annex 1];[4]

14.2. Application for payment card transaction report – Annex 2.

[3] If a POS-terminal is provided by the Bank.

[4] If a POS-terminal is purchased independently by the Merchant.

Annex 1
to the Merchant Acquiring Accession Agreement

process No. _____

Equipment/Additional equipment (QR display/pin pads/dock stations, terminal with Face Pay display) Acceptance Certificate and Report on Training and Briefing in Cardholder Servicing and Authorization Procedure

We, the undersigned, have executed this certificate to certify that Halyk Bank JSC represented by _____ transfers and connects/receives and disconnects *(underline as appropriate*) and conducts the training and briefing,
and_____, IIN/BIN _____, Agreement number _____
(Merchant)
represented by_____ accepts/transfers and agrees to have the Equipment below connected/disconnected *(underline as appropriate*),
(full name of CEO/representative)
and confirms to have passed the training and briefing.

No.	FA No.	Equipment name	Bar code	Inventory number	Cost (acquisition cost of Equipment)	Series number	Identification number (ID number)	Service point	Merchant service point address/Equipment installation address	Equipment condition (good/faulty)

1 Training on POS-terminal operation in acceptance of Visa, Mastercard, UnionPay, Diners Club, JSB, Discover, American Express, HUMO cards was conducted
2 Training on POS-terminal operation was conducted under the Bank's programs:
- GO!Bonus loyalty program
- Halyk Light installment plan

Should the Cardholder Servicing Instructions are not observed, we assume full responsibility for damage caused to the Bank.

No.	Full name	Title	Office phone	Signature

This Certificate is made in triplicate
Date _____20__

Transferred by _____ /_____/ (full name)
(signature)

Accepted by_____ /_____/ (full name)
(signature)

Annex 2
to the Merchant Acquiring Accession Agreement

Application for payment card transaction report

General information

Merchant

Agreement No.

Date of the Agreement 2 0

Report frequency

Daily ☐
Weekly ☐
Monthly ☐

Delivery method

Fax ☐
e-mail ☐
Bank ☐

Merchant's contact person

Full name

Title

Contact details

(city code/office phone number)

The Bank provides card transaction statements via open communication channels with truncated card numbers. The Bank is not liable to the Merchant for the confidentiality of the transmitted information.

Signature

Date of application - - 2 0

Signature of Merchant employee

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