

Standard conditions of blank tender guarantee and bank loan (Accession Agreement)

These standard conditions (the “Accession Agreement”) have been developed by Halyk Bank JSC (the “Bank”) for use in concluding a blank tender guarantee agreement, a blank tender guarantee and bank loan application form in accordance with the procedure provided for in Article 389 of the Civil Code of the Republic of Kazakhstan, and determine the standard conditions of blank tender guarantee and bank loan by the Guarantor.

The Accession Agreement, subject to the standard conditions, is concluded between the Guarantor/Bank and the Applicant/Borrower (the “Applicant/Borrower”) (hereinafter collectively referred to as the Parties or individually as the Party) by:

accession of the Applicant/Borrower to the Accession Agreement and sending by the Applicant/Borrower to the Guarantor of a duly completed and signed blank tender guarantee and bank loan application form in the form specified by the Guarantor (the “Application Form”). If it is accepted by the Guarantor within 10 (ten) calendar days, the Guarantor's acceptance shall be the issuance of a blank tender guarantee (the “Guarantee”) on the conditions specified in the Application Form and the Accession Agreement.

The Parties shall acknowledge that the Accession Agreement and the Application Form are integral parts of each other and hereinafter collectively referred to as the Agreement.

Whereas

in order to participate in bidding trades (bids, tenders, auctions) for procurement of goods, works, services (the “Bids”) organized by initiators of the Bids (the “Beneficiary”), the Applicant, in accordance with the bidding documentation for participation in the Bid, shall undertake to provide a bank guarantee in favor of the Beneficiary as a method of securing obligations to the Beneficiary,

the authorized body/person of the Applicant–legal entity has complied with all required procedures and made appropriate decisions on obtaining a bank guarantee provided by the Guarantor/Bank subject to the standard conditions of blank tender guarantee/bank loan,

the Applicant accede the Accession Agreement.

Article 1. Conditions of the Guarantee

1.1 The Guarantor shall issue the Guarantee in the amount specified in the Application Form and bidding documentation and shall fulfill its obligations under the Guarantee upon receipt of a duly executed written request from the Beneficiary, received on paper and (or) on web portals (if electronic bank guarantees are issued on the relevant web portals) (the “Beneficiary’s Claim”).

At that, the conditions whereunder the Guarantor's liability (making a payment) under the issued Guarantee arises shall be specified in the issued Guarantees.

The Guarantor shall be entitled to refuse to fulfill its obligations under the Guarantee provided to the Beneficiary in case of non-compliance of the Beneficiary’s Claims with conditions of the Guarantee.

If the legislation of the Republic of Kazakhstan establishes requirements to the form and procedure for issuing the Beneficiary’s Claim, the Guarantor shall accept the Beneficiary’s Claims for execution only if the Beneficiary’s Claims comply with the requirements established by the legislation of the Republic of Kazakhstan.

1.2. The Guarantee shall only cover valid claims of the Beneficiary.

1.3. The Applicant shall pay to the Guarantor a commission fee for issuance of the Guarantee in the amount established by the Guarantor's tariffs, as well as other commission fees specified in the Guarantor's tariffs (including but not limited to fees for changing the Guarantee), which the Applicant has read and unconditionally agreed with. In addition to commission fees, the Applicant shall pay to the Guarantor any expenses, costs, penalties, and losses incurred hereunder, in accordance with the Guarantor's written requests and conditions of the Agreement.

1.4. The commission fee for issuance of the Guarantee shall be paid to the Guarantor on the date of issuance of the Guarantee by non-acceptance withdrawal of commission fee amount established by the Guarantor's tariffs from the Applicant's bank accounts opened with the Guarantor by direct debit of bank accounts.

1.5. If amount of the Guarantee and (or) Term of the Guarantee is changed, which shall be made only with the consent of the Guarantor, the Applicant shall pay commission fees in accordance with the Guarantor's tariffs.

1.6. If the Guarantee does not come into force or changed, the Guarantor shall not refund to the Applicant the commission fee previously paid for issuance/change of the Guarantee.

Article 2. Amount and validity term of the Guarantee

2.1. Amount of the Guarantee shall be specified in the Application form and the Guarantee. The Guarantor's obligations to the Beneficiary shall be limited to the amount specified in the Guarantee.

2.2. Currency of the Guarantee is tenge.

2.3. The Guarantee is issued for the term (hereinafter referred to as the "Guarantee Term") specified by the Applicant in the Application form.

The Beneficiary's Claims under the Guarantee shall be made within the Guarantee Term, after which the Guarantee shall cease to be legally valid.

2.4. The effective date of the Guarantee shall be the date of signing of the Guarantee by the Guarantor's authorized persons or the date of occurrence of the event specified in the Guarantee.

2.5. The expiration date of the Guarantee shall be determined by:

- 1) the date specified in the Guarantee itself, or;
- 2) upon expiration of the term for which the Guarantee was automatically extended in accordance with the procedure specified in the Guarantee itself.

2.6. The Guarantee shall cease to be effective in the cases provided for by the Guarantee, the Agreement and the legislation of the Republic of Kazakhstan.

3. Procedure and conditions for payment and refund of the Guarantee amount

3.1. Upon receipt by the Guarantor of the Beneficiary's Claims under the Guarantee (for payment of the Guarantee amount), the Guarantor shall notify the Applicant thereof no later than the day following the day of receipt of the Beneficiary's Claim.

On the date of notification of the Applicant, if there are sufficient funds in the Applicant's bank accounts to satisfy the Beneficiary's Claims (in part or in full), the Guarantor shall withdraw the amount of the Beneficiary's Claim in an indisputable (non-acceptance) manner by directly debit of the Applicant's bank accounts or by other means provided for by the legislation of the Republic of Kazakhstan.

In this case, the Applicant shall agree that if the currency of the breached obligation and the currency of amounts withdrawn/to be withdrawn by the Guarantor in non-acceptance manner are different, the Guarantor shall convert the withdrawn amounts of money into the currency of the obligation to be fulfilled by the Applicant at the exchange rate determined by the Guarantor on the date of withdrawal.

In the event of non-compliance of the Beneficiary's Claim with conditions of the Guarantee (as determined/decided by the Guarantor), the amount withdrawn by the Guarantor at the Beneficiary's Claim shall be refunded in non-cash form to the Applicant's bank account.

If, on the date of notification by the Guarantor of the Applicant of receipt of the claim, there are insufficient funds in the Applicant's bank accounts, the Applicant shall be obliged to satisfy the Beneficiary's claim in full within 2 (two) business days from the date of receipt of the Guarantor's notification. In this case, the Applicant shall credit the required/missing amount under the Beneficiary's Claim to its bank account opened with the Guarantor or in accordance with the Guarantor's bank details provided for the Guarantor to debit and make payment to the Beneficiary.

3.2. If the Applicant fails to ensure the availability of the Guarantee Amount in its bank account in accordance with the procedure provided for in clause 3.1 of the Accession Agreement, or if the amount in the Applicant's bank accounts opened with the Guarantor is insufficient to satisfy the Beneficiary's Claims, the Applicant's obligation to the Guarantor is and shall be considered as an obligation to repay a short-term loan in the amount of the Guarantee Amount or in insufficient amount required to satisfy the Beneficiary's Claims, on the terms and conditions provided for in the Application Form.

3.3. In the event of a delay in reimbursing the Guarantor for the Guarantee Amount within the period specified in clause 3.1. of the Accession Agreement, the Applicant shall pay to the Guarantor a penalty for each day of delay at the rate of 0.05% (zero point zero five percent) of the amount owed under the Guarantee (until the date of loan issuance in accordance with conditions of Article 4 of the Accession Agreement).

Article 4. Financing conditions

4.1. If the Applicant fails to satisfy or satisfies the Beneficiary's Claims not in full, the Bank shall, at its discretion, grant the Borrower a short-term loan (the "Loan") from its own funds.

The date and place of conclusion of the Agreement, its number, details of the Bank and the Borrower, purpose, amount, currency and term of the loan shall be determined by the Application Form.

4.2. The type of interest rate for use of the loan (the "interest rate"), interest rate in annual percent, interest rate in reliable annual effective rate of return (the "AERR") on the date of conclusion of the Agreement, procedure for calculating the floating interest rate, if the Agreement provides for a floating interest rate, shall be determined by the Application Form.

4.3. The method and procedure for repaying the loan, order of repayment of debt under the Agreement shall be determined by the Application Form.

4.4. In the event of a breach of obligations to repay the loan and (or) to pay interest, the Borrower shall pay to the Bank a penalty, calculation procedure and amount of which are specified in the Application Form.

4.5. A complete list of commission fees and other payments as well as their amounts, to be charged in connection with issuance and servicing the Loan, shall be specified in the Application Form.

The procedure and frequency of the Loan repayment and interest payment shall be specified in the Application Form.

At that, the Borrower shall undertake to:

1) ensure that the Borrower's current account has sufficient funds to repay the principal and interest, to pay penalties (fines) and to make other payments to the Bank within the time limits specified in the Application Form;

2) ensure that on the scheduled repayment date there are sufficient funds in the Borrower's current account to repay the principal and interest on which the scheduled repayment is due.

The Bank shall accept payments for repayment of the Loan/Debt on Business Days.

Payments under the Application Form shall be made by the Borrower before 06:00 p.m. of Astana time. If a payment under the Application Form is made after 06:00 p.m. of Astana time, such payment shall be deemed to have been made on the next Business Day.

The measures taken by the Bank in the event of non-fulfillment or improper fulfillment by the Borrower of its obligations hereunder shall be determined by the Application Form.

4.6. The term of the Loan shall be determined by the Application Form.

4.7. In the event of a breach of the terms of the Agreement, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Application Form.

4.8. The Borrower's/Applicant's liability hereunder shall not be limited by force majeure circumstances, which shall not be recognized by the Parties as the grounds for releasing the Borrower/Applicant from liability, except as expressly provided for in the Agreement.

4.9. If the Loan is provided in foreign currency, commission fees, penalties and forfeits hereunder shall be paid in tenge at the Bank's accounting exchange rate on the date of payment.

Article 5. Other conditions of the Agreement

5.1. The period for accrual of interest shall commence on the date following the date of granting the Loan, in respect of the actual amount of the Loan granted. When accruing interest for use of the Loan, the actual number of days (according to the calendar) shall be taken into account, with a year being considered equal to 360 days.

5.2. The Borrower shall not be entitled to assign its rights and transfer its obligations hereunder to the third parties without preliminary written consent of the Bank.

5.3. Upon assignment by the Bank of its rights (claims) hereunder to a third party, the claims and restrictions imposed by the legislation of the Republic of Kazakhstan on the Bank's relations with the Borrower hereunder shall apply to the legal relations between the Borrower and the third party to whom the rights (claims) have been assigned.

Article 6. Improvement of conditions of the Agreement for the Borrower

6.1. The Bank shall be entitled unilaterally to amend the terms and conditions of the Agreement in cases where such amendments are beneficial to the Borrower, as provided for in Article 34-3 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan”.

The Bank shall notify the Borrower of the application of improved terms and conditions hereunder at least fourteen calendar days prior to their proposed entry into force.

Within fourteen calendar days from the date of receipt of the Bank's notification, the Borrower shall be entitled to refuse in written, in whole or in part, from improved terms and conditions proposed by the Bank.

If the Bank does not receive a written refusal from the Borrower from application of the improved conditions proposed by the Bank within the specified period, they shall be deemed accepted by the Borrower.

Article 7. Early repayment, refusal and suspension of financing

7.1. The Borrower shall be entitled to repay the Loan to the Bank early (in full or in part) with the written consent of the Bank. Having previously notified the Bank in written of this:

- 1) 1 (one) business day in advance;
- 2) 2 (two) business days in advance, in case of application to the Bank's district outlet and (or) other oblast/regional branch of the Bank that did not participate in provision of the Loan and, accordingly, not specified in the Agreement.

7.2. The Bank shall be entitled to refuse to grant the Loan to the Borrower and (or) demand its early repayment with accrued interest or suspend further financing:

upon occurrence of any of the following grounds:

- 1) the Borrower has defaulted on its obligations hereunder;
- 2) the Borrower's property has been seized, restricted in disposal, or foreclosed upon by the third parties;
- 3) the Borrower is involved in legal proceedings as a defendant with a claim amounting to 5% (five percent) or more of the Borrower's total debt hereunder;
- 4) provision of the Loan will result in exceeding the maximum limit established by the legislation for amount of risk per borrower for a group of debtors related to the Borrower;
- 5) the Borrower has provided inaccurate information on its financial position;
- 6) deterioration of the Borrower's financial condition, identified as a result of monitoring conducted by the Bank in accordance with the requirements of the regulatory legal instruments of the authorized body and (or) the Bank's internal credit policy, corresponding to international financial reporting standards;
- 7) a third party has filed a claim for recognition of the Borrower as a bankrupt, or introduction by a court decision of any of the procedures applicable in bankruptcy or rehabilitation;
- 8) a lawsuit has been filed to invalidate and (or) declare null and void and (or) contest the Agreement in whole or in part, or there is a threat of occurrence of the aforementioned circumstances;
- 9) third parties affiliated (related) with the Borrower have violated at least one of their obligations to the Bank;
- 10) granting the Loan will result in the Bank violating the Applicable Law, including requirements for compliance with prudential standards, for the period during which the likelihood of such a violation persists;
- 11) if it is impossible to take the appropriate verification measures provided for by the legislation of the Republic of Kazakhstan, as well as if there are suspicions that the business relationship is being used by the Borrower for the purposes of legalizing (laundering) proceeds from crime or financing terrorism;
- 12) if there are suspicions that expenditure transactions on the account are being carried out for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;
- 13) the Borrower has violated the representations and warranties provided in the Agreement, and (or) the Bank has reason to believe that the Loan may be used by the Borrower for purposes that may lead to such violations;
- 14) the Borrower is removed from the register of individual entrepreneurs with the state revenue authority;

15) if the Borrower applies to the authorized body with a request to apply the out-of-court bankruptcy procedure on the grounds provided for by the Law of the Republic of Kazakhstan “On Restoration of Solvency and Bankruptcy of Citizens of the Republic of Kazakhstan”;

16) the Borrower has committed other violations of the terms of the Agreement (including violation of provisions of the covenant hereunder) or other agreement concluded with the Bank, including in cases of violation by the Borrower of its obligations under any agreement (contract) with any third parties;

upon occurrence of events or actions that may, over time, lead to occurrence of the above mentioned events, non-fulfillment and (or) improper fulfillment of obligations hereunder, including violation of provisions of the covenants hereunder and obligations under other agreements concluded with the Bank.

7.3. In the event of a breach by the Borrower of the obligations provided for in this Accession Agreement:

1) the terms for fulfillment of all obligations of the Borrower hereunder shall be deemed to have expired and the Bank shall be entitled to demand fulfillment thereof;

2) the Bank shall be entitled to foreclose on any other property of the Borrower.

Article 8. Financial information

8.1. The Borrower shall undertake to provide the Bank with the following on a timely manner:

1) annual financial statements in the form and format established by the legislation of the Republic of Kazakhstan, no later than 90 (ninety) calendar days from the end of each financial year, unless another term is specified by the legislation of the Republic of Kazakhstan;

2) quarterly financial statements in the form and format established by the legislation of the Republic of Kazakhstan, including consolidated financial statements during the term of the Agreement, unless another frequency of financial reporting and deadline for its submission is specified by the Bank;

3) at the Bank's request, financial statements, other reports characterizing the Borrower's financial condition (financial indicators), and other information that the Bank may request hereunder and in accordance with the legislation of the Republic of Kazakhstan, including those confirmed by an independent auditor, in the form and on the date determined by the Bank. In the event of non-fulfillment and (or) improper fulfillment by the Borrower of its obligations hereunder, the Bank shall be entitled independently to appoint an audit, the costs of which shall be reimbursed by the Borrower;

4) with frequency determined by the Bank and at any other time at the Bank's request, a document confirming the presence/absence of the Borrower's debt to the budget.

If there are any changes/additions, risks, and (or) deterioration in the financial position during the reporting period, the Borrower shall provide the Bank with an explanatory note detailing the nature of the deviations in the financial position from the initial indicators (existing at the time of conclusion of the Agreement) together with the reporting documentation.

The Borrower shall guarantee and certify that the financial statements and other reports characterizing its financial condition (financial indicators) provided to the Bank comply with the requirements of the legislation of the Republic of Kazakhstan and shall be reliable.

Article 9. Rights and obligations of the parties Restrictions for the Bank

9.1. The Applicant/Borrower shall be entitled to:

1) read the Beneficiary's Claim;

2) submit a written request to the Guarantor to extend the term of the Guarantee or change the amount of the Guarantee.

3) if the date of repayment of principal and (or) interest falls on a weekend or public holiday, make such payment on the next business day without paying a penalty or other types of penalties. In this case, the interest shall be paid based on the actual number of days of use of the Loan as of the date of repayment;

4) receive, upon request, within not more than 3 (three) business days, free of charge, not more than once (1) per month, in written, the information on distribution (to principal, interest, commission fees, penalties, and other types of penalties, as well as other amounts payable) of incoming funds for repayment of debt hereunder;

5) upon request for partial or full early repayment to the Bank of money provided hereunder, free of charge, within a period not exceeding three business days, receive in written the information on the

amount due for repayment, broken down into principal, interest, commission fees, penalties, and other types of penalties, as well as other amounts payable;

6) repay the principal in part or in full early in accordance with the terms specified in clause 7.1. of Article 7 of the Accession Agreement, but in any case without paying penalties or other types of penalties for early repayment after 6 (six) months from the date of receipt of the Loan issued for a term of up to 1 (one) year, after 1 (one) year from the date of receipt of the Loan issued for a term of more than 1 (one) year;

7) within 14 (fourteen) calendar days from the date of receipt of a written notice from the Bank about improved changes/additions to the terms of the Agreement in favor of the Borrower, refuse from the improved terms offered by the Bank;

8) apply to the Bank in written in case of disputes regarding the services received.

9.2. The Applicant/Borrower shall undertake to:

1) provide the Guarantor with bidding documentation and other documents requested by the Guarantor/Bank;

2) fulfill the terms and obligations accepted under the Agreement, the Bid and other obligation secured by the Guarantee;

3) notify the Guarantor on a timely manner of extension of the Bid by submitting the Application Form with indication of new time limits;

4) reimburse the Guarantor for amount of the Guarantee paid by the Guarantor at the Beneficiary's request, as well as the expenses incurred by the Guarantor, pay the commission fees provided for in the Agreement, the Guarantor's tariffs;

5) ensure the approval of the Agreement by all of its authorized bodies and persons, in accordance with all procedures, including if it is found that the Agreement was concluded in violation of procedures, competence, or other conditions specified by the legislation and (or) the Applicant's/Borrower's constituent documents, or if such approval can only be obtained after conclusion of the Agreement;

6) notify the Guarantor in written of any changes in the persons authorized to sign contracts and other documents on behalf of the Applicant/Borrower within 3 (three) business days from the date of such changes;

7) notify the Guarantor in written of any change or potential change in legal status, actual cessation of activities due to liquidation, bankruptcy, etc., and emergence of a real threat to performance of the terms of the Agreement in connection therewith, within 3 (three) days from the date of such changes/potential changes;

8) not to assume any priority obligations to the third parties during the term of the Agreement, except for obligations that are priority obligations in accordance with the legislation of the Republic of Kazakhstan;

9) reimburse the Guarantor/Borrower for expenses and losses in the event that measures are applied to the Guarantor/Bank for violation of personal data legislation as a result of the Applicant/Borrower's breach of obligations hereunder;

10) without preliminary written consent of the Bank:

not to obtain loans, not to assume obligations under guarantee agreements and (or) other financial instruments, not to provide loans, guarantees, sureties and (or) other financial instruments, and not to enter into other transactions of a similar legal nature;

not enter into pledge agreements, option agreements, or otherwise create any encumbrances and (or) alienate its property, present and future income in one or more transactions (related or unrelated) in an amount exceeding 10% (ten percent) of its assets during the term of the Agreement;

11) not to allow changes in the structure of participants (shareholders) of the Borrower/Applicant, number of issued shares/reduction of the authorized capital, change of the chief executive officer of the Borrower/Applicant and the chief executive officer of a major participant/shareholder – legal entity of the Borrower/Applicant;

12) not to use the Loan for purchase of shares of the Bank and to acquire subordinated bonds of the Bank, which are unsecured obligations of the Bank, that meet the criteria for classification of instruments as part of the Bank's equity, established by a regulatory legal instrument of the authorized body that determines the normative values and methods of calculating prudential ratios and other mandatory standards and limits, the amount of the Bank's equity;

13) not to reorganize or liquidate the Applicant/Borrower voluntarily;

14) not to distribute dividends or income in any other form among the shareholders (participants) of the Borrower;

15) not to change the main activity of the Applicant/Borrower without preliminary notice, not to start a new type of activity, not to create subsidiaries or other legal entities (independently or with the third parties);

16) when making changes and (or) additions to its constituent documents and (or) the register of shareholders (participants in the economic partnership) owning ten or more percent of the common shares (participation interests) disclosing information on all owners of shares in the Borrower's authorized capital who own ten or more percent of common shares (equity interests), down to the ultimate owners of common shares (equity interests) in the Borrower's authorized capital, provide the Bank with notarized copies of such changes and (or) additions to the specified constituent documents and (or) the register of shareholders (participants in the economic partnership) immediately, but in any case no later than 3 (three) business days from the date of registration of such changes and (or) additions, as well as ensure compliance with the requirements of this subclause by its subsidiaries;

In the event of a change in the structure of the executive body and (or) management body of the Borrower, a change in the Borrower's postal and bank details, its legal address, as well as a change in contact details (including email address, mobile/cell phone number) of the Borrower's contact person, as well as when changing the Borrower's contact person, inform in written the Bank with submission of relevant supporting documents immediately, but in any case no later than 3 (three) business days from the date of the specified changes;

17) prevent the involvement of the Borrower/threat of involvement of the Borrower in the procedures provided for by the legislation of the Republic of Kazakhstan on rehabilitation and bankruptcy, compulsory liquidation procedures or other forms of termination of the Borrower's activities;

18) notify the Bank in written:

of opening of bank accounts with banks and organizations carrying out certain types of banking operations within 3 (three) business days from the date of opening and provide the Bank with the relevant supporting documents;

of its insolvency or the threat of its occurrence, the application or threat of application of rehabilitation or bankruptcy procedures in relation to the Applicant/Borrower;

of circumstances that may adversely affect the proper fulfillment by the Applicant/Borrower of its obligations hereunder, including:

- the proposed liquidation or reorganization of the Applicant/Borrower as a legal entity;
- seizure of the Applicant's/Borrower's property, including money in their bank accounts at any banks, organizations performing certain types of banking operations, and other financial organizations;
- proceedings in state, arbitration, and treaty courts involving the Applicant/Borrower as a defendant;
- challenges by anyone to the validity of the Agreement;

19) fulfill monetary obligations under the Agreement on a priority basis in relation to all other monetary obligations, both existing on the date of conclusion of the Agreement and arising in the future, except for cases established by Applicable Law and (or) agreement of the Parties;

20) upon the Bank's written request and within the time limits specified thereby, provide any documents and information required for it hereunder;

21) provide and ensure the provision to the Bank, including upon the Bank's first written request, duly executed Personal Data Consents of Personal Data Subjects whose Personal Data is up-to-date and accurate;

22) take measures to prevent cases of: withdrawal of any of the Personal Data Consents provided to the Bank, challenges by anyone to their validity, invalidation of any of the Personal Data Consents provided to the Bank, requests by Personal Data Subjects to destroy, block, or anonymize the Personal Data of Personal Data Subjects provided to the Bank; the application of measures to the Bank for violation of personal data legislation as a result of the Borrower's failure to fulfill or improper fulfillment of its obligations hereunder related to the provision/ensuring of the provision of Personal Data Consent to the Bank and (or) Personal Data of Personal Data Subjects;

23) to reimburse the Bank for any expenses and losses incurred by it in the event of any measures being applied to the Bank for violation of personal data legislation due to the Applicant's failure to fulfill or improper fulfillment by the Borrower of its obligations under the Agreement and (or) other

contracts/agreements concluded with the Bank related to the provision/ensuring the provision of the Bank with Consent to Personal Data and (or) Personal Data of Personal Data Subjects;

24) properly fulfill the special conditions specified in the Application Form and other obligations of the Borrower hereunder;

25) use the Loan for its intended purpose. When the Bank checks the intended use of the Loan, assist in its organization (providing information and (or) documentation requested by the Bank, ensuring access to production and other facilities, etc.);

26) pay/reimburse the Bank for all commission fees, costs and expenses established by the Agreement/Bank tariffs, including but not limited to payment of:

- expenses incurred by the Bank in obtaining the fulfillment of obligations to repay the Loan amount, interest thereon, penalties (fines, forfeits); collection of the Debt amount from the Borrower in a court/out of court manner, including state fees paid by the Bank when applying to judicial authorities;

- notary services (including the costs of certifying copies of the Agreement required for the Bank to satisfy its claims hereunder);

- travel expenses related to legal disputes, expenses for payment of consultant services, while retaining the right to choose a consultant on foreign law/international standards/rules, including on legal disputes, for the Bank (in legal relations under the Agreement governed by international rules/standards and (or) legislation other than the legislation of the Republic of Kazakhstan);

- any other documented expenses (losses) incurred by the Bank in collecting the Debt from the Borrower, as well as other expenses related to servicing the Loan;

27) in the event of any expenses being paid to foreign banks by the Bank on behalf of the Borrower, the Bank shall be entitled to withdraw the specified debt from any of the Borrower's accounts on non-acceptance manner by directly debit the Borrower's bank accounts opened with the Bank. In this case, the obligation and responsibility for calculating and transferring corporate income tax to the budget at the source of payment from non-resident income shall be borne by the Borrower, since these expenses are the Borrower's expenses and the Borrower is recognized as the tax agent;

28) upon occurrence of the scheduled repayment date, ensure that there are funds in the currency of the Loan in its bank account specified in the Agreement;

29) provide, at the Bank's request, the required documents to verify the Borrower's financial condition until the debt under the Agreement is fully repaid. The number of checks and their timing shall be determined by the Bank and no agreement with the Borrower is required;

30) when paying commission fees and other payments to non-residents of the Republic of Kazakhstan, the obligation to calculate corporate income tax withheld at source of income of non-residents shall arise for the Borrower, since according to the tax legislation of the Republic of Kazakhstan, the Borrower is a tax agent.

9.3. The Guarantor/Bank shall undertake to:

1) provide the Guarantee on the terms, in the amounts and for the periods specified in the Application Form and Accession Agreement, upon receipt of the required documentation, payment of the commission fee for issuing the Guarantee and compliance of the Applicant with the Guarantor's requirements;

2) notify the Applicant of receipt of the Beneficiary's Claims.

3) unilaterally not to increase the interest rate established on the date of conclusion of the Agreement, except for the following cases:

- breach by the Borrower of its obligations to provide accurate information related to receipt and servicing of the Loan, in cases provided for in the Agreement;

- the Bank's right to demand early fulfillment of the Borrower's obligations hereunder in cases provided for by the Civil Code of the Republic of Kazakhstan (General and Special Parts), as well as in cases of:

- change in the structure of the Borrower's participants (shareholders), collectively owning 10 (ten) or more percent of shares (equity interests), without preliminary written notification of the Bank.

In such cases, the interest rate shall be increased in the following manner:

- 5 (five) business days prior to the proposed increase in the interest rate, the Bank shall send the Borrower a written notice of the reasons for increase in the interest rate, indicating the new interest rate;

- within 5 (five) business days from the date of such notification by the Bank, the Borrower shall either agree to the new interest rate or provide the Bank with reasonable written objections. The Borrower

shall be entitled to refuse the new interest rate and, within the period specified in this subclause of the Accession Agreement, repay its debt under the Agreement in full ahead of schedule;

If the Bank receives reasonable written objections from the Borrower regarding the new interest rate, the Bank shall take measures to review and resolve them.

If the Parties fail to reach an agreement on the objections, the Borrower shall be entitled to apply to the court for resolution thereof;

4) not to charge a penalty or other types of penalties for early repayment of the Loan, except in cases of partial early repayment or full early repayment of principal within 6 (six) months from the date of receipt of the Loan issued for a term of up to 1 (one) year, up to 1 (one) year from the date of receipt of the Loan issued for a term of more than 1 (one) year, in accordance with the procedure and on the terms provided for in Article 7 of the Accession Agreement;

5) not to charge a penalty or other types of penalties if the repayment date of principal or interest falls on a weekend or public holiday, and repayment of interest or principal is made on the next business day;

6) at the request of the Borrower, not more than once (1) a month, free of charge, within not more than three (3) business days, provide in written the information on distribution (to principal, interest, commission fees, penalties, and other types of penalties, as well as other amounts payable) of the next incoming funds for repayment of debt hereunder;

7) upon the Borrower's request for partial or full early repayment to the Bank of the funds provided under the Agreement free of charge, within not more than 3 (three) business days, inform the Borrower of the amount due for repayment, broken down into principal, interest, commission fee, penalties and other types of penalties, as well as other amounts payable;

8) notify the Borrower of any improved changes to the conditions of the Agreement in the manner provided for in the Agreement;

9) in the event of a delay in fulfillment of an obligation, but no later than 20 (twenty) calendar days from the date of its occurrence, notify the Borrower in the manner and within the time limits provided for in the Agreement:

of occurrence of a delay in fulfillment of obligations under the Agreement and the need to make payments under the Agreement, indicating the amount of overdue debt as of the date specified in the notification;

of consequences of the Borrower's failure to fulfill its obligations hereunder.

The notification shall be deemed delivered if it is sent to the Borrower in one of the following ways provided for in the Agreement:

to the email address specified in the Agreement;

to the place of residence specified in the Agreement, by registered letter with notification of delivery, including if received by one of the adult members of the Borrower's family residing at the specified address;

using other means of communication that ensure the recording of the Borrower's receipt of the notification.

In the event that a notification is returned with a mark indicating that it cannot be delivered to the addressee or recipient, or in connection with a refusal to accept it, as well as failure to confirm its acceptance when using another means of communication specified in this subclause, the notification shall be deemed to have been sent properly if there is a delay in fulfillment of an obligation, but no later than 30 (thirty) calendar days from the date of its occurrence, notify the Borrower in the manner and within the time limits provided for in the Agreement of the need to make payments hereunder, indicating the amount of overdue debt and consequences of the Borrower's failure to fulfill its obligations hereunder;

10) review and prepare a written response to the Borrower's written request;

11) unilaterally:

not to increase the amounts and procedure for calculating commission fees and other payments for servicing the loan established on the date of conclusion of the Agreement;

not to introduce new types of commission fees and other payments hereunder;

12) when concluding an agreement containing the terms and conditions for transfer of the Bank's rights (claims) hereunder to a third party (the "agreement on assignment of rights"), notify the Borrower (or its authorized representative):

prior to conclusion of the agreement on assignment of rights, of the possibility of transferring rights (claims) to a third party, as well as of the processing of the Borrower's personal data in connection with such assignment in the manner provided for in the Agreement or in a manner that does not contradict the legislation of the Republic of Kazakhstan;

of transfer of rights (claims) to a third party in the manner provided for in the Agreement or not contrary to the legislation of the Republic of Kazakhstan, within thirty calendar days from the date of conclusion of the agreement on assignment of rights to a third party, indicating the destination of further payments for repayment of the Loan to the third party (name and location of the person to whom the right (claim) under the Agreement has been transferred), full amount of transferred rights (claims), as well as the balances of overdue and current amounts of principal, interest, commission fees, penalties (fines, forfeits) and other amounts payable.

9.4. The Guarantor/Bank shall have the right to:

1) refuse to execute the Agreement (in particular, to issue the Guarantee in favor of the Beneficiary, to change the terms of the Guarantee) in cases of violation by the Applicant of its obligations under the Agreement and (or) non-compliance by the Applicant with the Guarantor's requirements;

2) make a counterclaim against the Applicant in the amount of the obligation fulfilled by the Guarantor under the Guarantee in favor of the Beneficiary in accordance with the legislation of the Republic of Kazakhstan and the Agreement;

3) in the event of non-payment or late payment by the Applicant of the amount owed under the Guarantee, in violation of the terms set forth in clause 3.1. of the Accession Agreement, as well as the debt (commission fee, penalty, costs, expenses, etc.), the Guarantor shall be entitled to, in acceptance manner, by direct debit or other means provided for by the legislation of the Republic of Kazakhstan, withdraw the amount of debt in its favor from the Applicant's bank accounts opened with the Guarantor, as well as from any bank accounts of the Applicant opened with other banks and organizations carrying out certain types of banking operations;

4) request and receive the required information on the Applicant's financial condition, verify its financial position;

5) demand that the Applicant refund the amount of the Guarantee paid to the Beneficiary and other debt under the Agreement and the Guarantee;

6) require the Applicant to provide cash coverage or other collateral acceptable to the Guarantor under the Guarantee in the amount of the Guarantee if cases of providing inaccurate information, involving the Applicant in legal proceedings, and (or) deterioration of its financial position are identified, in particular, the Applicant no longer meets the requirements under which the Guarantee was provided thereto;

7) assign its rights and obligations under the Agreement to the third parties in accordance with the legislation of the Republic of Kazakhstan without the consent of the Applicant;

8) in accordance with the conditions of the Agreement, accrue and collect commission fees, penalties and other amounts owed by the Applicant/Borrower to the Guarantor/Bank;

9) in the event of a breach by the Borrower of its obligations hereunder, by sending a demand to the Borrower in the manner provided for in the Agreement or by taking other actions:

demand that the Borrower repay the Loan and other debts under the Agreement, as well as the Borrower's debts under other agreements concluded with the Bank, within 2 (two) business days from the date of sending the Bank's demand to the Borrower, unless another term is specified in such demand, and (or);

take other measures provided for by the legislation of the Republic of Kazakhstan and (or) the Agreement;

10) verify the intended use of the Loan;

11) demand early repayment of the Loan and payment of interest in the event of a breach by the Borrower of the deadline for repayment of the next installment of the Loan or repayment of interest by more than 40 (forty) calendar days;

12) if the Borrower has overdue debt under several bank loan agreements at the same time, repay the debt in the manner determined by the Bank independently;

13) suspend the accrual of interest, increased interest, and other penalties in accordance with the Bank's internal documents in the event that the Borrower violates its obligation to repay interest in accordance with the conditions of the Agreement;

14) unilaterally amend/supplement the terms of the Agreement in favor of the Borrower in the cases provided for in Article 34-3 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan”;

15) assign its rights and transfer its obligations hereunder to the third parties specified in the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan,” including collection agencies, without the Borrower's consent;

16) when the Bank withdraws money in tenge from the Borrower's bank accounts to repay the debt in foreign currency, as well as in the event that the Borrower transfers money in tenge to the Bank to repay the debt in foreign currency, convert this money into foreign currency at the current foreign currency sale exchange rate set by the Bank, charging the Borrower commission fees for such conversion in accordance with the Bank's tariffs in effect at the time of the relevant transaction;

17) in the event of early repayment of the Loan, demand priority repayment of accrued and unpaid interest, including that which was accrued and deferred on the date of such repayment;

18) at its discretion, refuse to issue the Loan provided for in Article 4 of the Accession Agreement;

19) block the Borrower's account to which the Loan amount has been credited until it is transferred to the Beneficiary's account;

20) terminate business relations with the Applicant/Borrower by unilaterally refusing to perform the Agreement in the following cases:

a) if, in the course of reviewing transactions, suspicions arise that the business relations are being used by the Applicant/Borrower for the purposes of legalizing (laundering) proceeds obtained by criminal means and financing terrorism;

b) repeated refusals to conduct expenditure transactions on a bank account or suspension of all transactions on the Applicant's/Borrower's bank accounts;

c) existence of sanctions against the Applicant/Borrower and (or) its affiliates imposed in accordance with the jurisdiction of any country (e.g., the OFAC) or international organization (including but not limited to the FATF and the UN);

d) the Bank has grounds to believe that the transactions of the Applicant/Borrower/counterparty of the Applicant/Borrower and their beneficial owners are subject to international economic sanctions or are aimed at evading international economic sanctions;

e) specified in the bank account agreement and (or) other agreements/contracts concluded with the Bank;

f) refuse to establish business relations with the Applicant/ Borrower if it is impossible to take the appropriate verification measures provided for by the applicable legislation and (or) the Bank's internal documents, as well as if there are suspicions that the business relationship is being used by the Applicant/Borrower for the purposes of legalizing (laundering) proceeds from crime or financing terrorism;

g) require the Applicant/Borrower (or their representative) to provide information and documents necessary to identify the Applicant/Borrower (or their representative), identify the beneficial owner, and provide information on tax residency, type of activity, and source of funding for the transactions being carried out;

h) require the Applicant/Borrower (or their representative) to provide other information and documents as provided for by the Bank's internal regulatory documents and procedures on combating the legalization (laundering) of proceeds from crime and the financing of terrorism and (or) in compliance with the requirements established by international economic sanctions;

i) refuse to accept electronic documents for execution on the grounds provided for by the Bank's internal regulatory documents and procedures on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, as well as if the Bank has grounds to believe that the transactions of the Applicant/ Borrower/counterparty of the Applicant/Borrower are subject to international economic sanctions or are aimed at evading international economic sanctions;

k) not to accept electronic documents for processing on the grounds, but not limited to those provided for in the terms and conditions of the Agreement for servicing in Onlinebank HALYK system;

l) suspend the execution of expenditure transactions on the account in the event of suspicions that such transactions are being carried out for the purpose of legalizing (laundering) proceeds obtained by criminal means and financing terrorism,

m) terminate business relations with the Applicant/Borrower unilaterally by refusing to execute the Agreement in the following cases:

- during the review of transactions, suspicions arise that the business relationship is being used by the Applicant/Borrower for the purposes of legalizing (laundering) proceeds from crime or financing terrorism;

- repeated refusals to conduct expenditure transactions on the Account or suspension of all transactions on the Applicant's/Borrower's bank accounts;

21) The Bank has other rights provided for by the Agreement and (or) other contracts/agreements concluded with the Bank and the Applicable Law.

Article 10. Dispute resolution procedure. Notifications

10.1. Disputes and disagreements hereunder shall not be resolved through negotiations, but shall be resolved in accordance with the legislation of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan at the location of the Guarantor/Bank or the branch of the Guarantor/Bank where the Loan/bank guarantee was provided, at the discretion of the Guarantor/Bank (contractual jurisdiction), except in cases of exclusive jurisdiction.

10.2. Notifications from the Guarantor/Bank to the Applicant/Borrower shall be deemed to have been duly executed when such notifications are sent by the Guarantor/Bank in one of the following methods: by courier or postal service; by email; by fax; by mobile or other telephone communication; by posting the relevant information at the branches/subdivisions/website of the Guarantor/Bank at the email address: www.halykbank.kz (except for cases as specified in subclause 9) of clause 9.4 of Article 9 of the Accession Agreement).

Notifications shall be deemed to have been delivered to the Applicant/Borrower, and the Applicant/Borrower shall be deemed to have been duly notified if the notifications are sent by any of the mentioned above methods, without the need for the Guarantor/Bank to obtain confirmation of receipt of the notification, except for notifications delivered in person or by courier service, which shall be deemed to have been delivered in the event of direct transfer to the Applicant/Borrower, confirmation by the courier service that delivery is not possible due to the Applicant/Borrower's absence at the delivery address or the Applicant/Borrower's refusal to accept the notification (except for cases as specified in subclause 9) of clause 9.4 of Article 9 of the Accession Agreement).

10.3. Notices from the Applicant/Borrower to the Guarantor/Bank shall be deemed to have been duly served when such notices are sent by the Applicant/Borrower: by delivery to an authorized employee of the Guarantor/Bank against a receipt; by courier or postal service.

10.4. If there are any changes to the contact details or bank details of the Applicant/Borrower that the Guarantor/Bank uses to send notifications, the Applicant/Borrower shall notify the Guarantor/Bank of this fact within 5 (five) business days from the date of changes or, if the Guarantor/Bank determines that a verbal statement of changes is sufficient, shall provide the required information to the Guarantor/Bank's contact center.

10.5. The Guarantor/Bank shall not be liable for the Applicant/Borrower's failure to receive or for untimely receipt of notifications from the Guarantor/Bank caused by a change in the Applicant/Borrower's contact details and (or) bank details, of which the Applicant/Borrower has not notified the Guarantor/Bank in written.

10.6. The Applicant/Borrower shall assume the risks associated with the use of operational communications for the purpose of sending and (or) receiving notifications, including but not limited to: risk of fraud, unauthorized access to the information sent, non-receipt or late receipt of notifications by the Applicant/Borrower, loss of information before it is received by the Applicant/Borrower or the Guarantor/Bank due to malfunctions in the functioning of operational communications and (or) malfunctions in the equipment used to transmit or receive notifications.

10.7. The Guarantor/Bank shall not be liable for any losses incurred by the Applicant/Borrower in the cases specified in clause 10.6 of this Accession Agreement, unless the Applicant/Borrower proves that such losses are the result of negligence or willful failure by the Guarantor/Bank to fulfill its obligations.

Article 11. Consents and representations

11.1. By acceding to the Accession Agreement and signing the Application Form, the Applicant/Borrower shall:

1) represent that it has read and unconditionally agreed to the commission fee for issuing the Guarantee, the commission fees specified in the Application Form and other commission fees established by the Guarantor's tariffs;

2) certify that the Applicant/Borrower obtained all permits and consents required by the legislation of the Republic of Kazakhstan for conclusion of the Agreement from the authorized bodies and persons of the Applicant/Borrower, from the third parties, including the state bodies of the Republic of Kazakhstan;

3) provide the Guarantor with its irrevocable consent to the undisputed (non-acceptance) withdrawal of the Guarantee amount paid to the Beneficiary at its request, from the Guarantor's own funds, and all amounts owed from any bank accounts of the Applicant opened with the Guarantor, as well as from any bank accounts of the Applicant opened with other banks and organizations engaged in certain types of banking operations, by direct debit or other means provided for by the legislation of the Republic of Kazakhstan;

4) certify that the Applicant/Borrower is not in a state of bankruptcy, rehabilitation, reorganization, or liquidation, and that there are no applications (or other forms of appeal) to initiate such proceedings with the competent state authorities of the Republic of Kazakhstan, including courts;

5) confirm that the Guarantor/Bank is entitled to assign its rights and transfer its obligations hereunder to the third parties in accordance with the legislation of the Republic of Kazakhstan without the consent of the Applicant/Borrower, and also shall agree that the Guarantor may engage the third parties to collect the Applicant/Borrower's debt hereunder;

6) agree and authorize the disclosure and transfer of any information and documents on the Applicant/Borrower, the terms of the Agreement, fulfillment of obligations by the parties hereunder, as well as any other information constituting a banking or other secret protected by the legislation of the Republic of Kazakhstan (the "disclosure of information") to any third parties, including for the purpose of ensuring the fulfillment of the Applicant's/Borrower's obligations under the Agreement or of the Guarantor's/Bank's obligations to the third parties.

7) confirm that all information in the Application Form is true and accurate. The Guarantor may keep the Application Form both in the event of approval and in the event of refusal to issue a guarantee. By signing the Application Form, the Applicant/Borrower shall grant the Guarantor the right to verify its current and past financial and employment status and shall not object to a visit by the Guarantor's manager to its place of business/residence. The Applicant/Borrower is aware of its obligation to answer all questions from the Guarantor/Bank regarding any changes in its financial situation;

8) during disclosure of information:

- give its unconditional and irrevocable written consent to the disclosure of information to subsidiaries of the Guarantor/Bank;

- confirm that in connection with the disclosure of information in accordance with the Agreement, it has no and will have no claims, including property claims, against the Guarantor/Bank, both at the time of signing the consent and in the future;

- guarantee the timely provision of documents required for the Guarantor/Bank to review the Agreement and payment of all commission fees, insurance and other fees related to the review of the Agreement and receipt of the financial instrument;

9) The Borrower/Applicant shall give consent to the Bank/Guarantor to:

- photographing and videotaping, as well as using the image of the Borrower/Applicant for identification purposes;

- use by the Bank/Guarantor of the Borrower's/Applicant's biometric data as a means of identification (including voice recording);

- provision by the credit bureau of information on the Borrower/Applicant contained in the State Database (the "SDB") to the Bank/Guarantor (currently available and to be received by the SDB in the future);

- receipt by the Bank/Guarantor of information on the Subject from the SDB "Family Ties" or other SDB on family ties, including information on children;

- receipt by the Bank/Guarantor of information on the Subject from the SDB containing information constituting tax secrets, personal medical data as well as other types of secrets protected by the law;

- receipt by the credit bureau of information on the Borrower/Applicant from the SDB operators/owners (available and which will be received by the SDB in the future);

- receipt by the Bank/Guarantor and its subsidiaries of insurance report, including restricted access, on the Borrower/Applicant;
 - provision by the SDB owners of information on the Borrower/Applicant to the credit bureau directly or through the third parties;
 - provision by a legal entity that, by decision of the Government of the Republic of Kazakhstan, provides public services in accordance with the legislation of the Republic of Kazakhstan, of information on the Borrower/Applicant to the credit bureau and the Guarantor through the credit bureau (available and which will be received in the future);
 - receipt by the Bank/Guarantor of information provided by the State Corporation on mandatory pension contributions deducted from the Borrower's/Applicant's income to the Unified Accumulative Pension Fund;
 - transfer to Workforce Development Center JSC (the "WFDC") of information on the Borrower/Applicant - an individual, determining its income, for the purpose of assessing its creditworthiness;
 - receipt from WFDC and provision by the credit bureau to the Bank/Guarantor of personal data and information on the Borrower/Applicant determining its income for the purpose of assessing its creditworthiness;
 - disclosure and transfer of personal data and information on the Borrower's/Applicant's subscriber number to the Bank/Guarantor by mobile operator;
 - receipt by the Bank/Guarantor of information provided by mobile operator on the Borrower's/Applicant's subscriber number (available and future information received by mobile operator);
 - transfer of information on the Borrower/Applicant (including surname, first name, patronymic, date of birth, telephone number, email address) to Internet companies (companies providing services via Internet); processing of this data and information on the Borrower/Applicant owned by Internet company for the purpose of making a decision on concluding a contract with the Borrower/Applicant, improving the quality of service, forecasting and monitoring the needs of the Borrower/Applicant's needs for the Bank's/Guarantor's products/services and transferring the anonymized results of such processing to the Bank/Guarantor;
- 10) certify that the Borrower/Applicant:
- previously obtained from its affiliated individuals and partners - individuals (the "personal data subjects"), transferred and to be transferred in the future by the Borrower/Applicant to the Bank/Guarantor and (or) its subsidiaries, as well as collected by the Borrower/Applicant independently, for the purpose of providing banking and other services to the Borrower/Applicant and (or) its subsidiaries, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Borrower/Applicant and (or) its subsidiaries, it is necessary to collect and process such personal data, the Borrower/Applicant previously obtained consent from the personal data subjects for collection and processing of personal data, for transfer of personal data to a third party, including the Bank/Guarantor and (or) its subsidiaries, and for processing of personal data by the Bank/Guarantor and (or) its subsidiaries;
 - if necessary, as determined by the Bank/Guarantor and (or) its subsidiaries, the Borrower/Applicant shall provide the Bank/Guarantor and (or) its subsidiaries with documentary evidence of the Borrower/Applicant's collection of consent from the personal data subjects for collection and processing of personal data, for transfer of personal data to the third parties, including the Bank/Guarantor and (or) its subsidiaries, processing of personal data by the Bank/Guarantor and (or) its subsidiaries; if the Borrower/Applicant is unable to provide documentary evidence of such consents within the period specified by the Bank/Guarantor and (or) its subsidiaries, the required consents will be obtained by the Borrower/Applicant, and documentary evidence of their receipt will be provided by the Borrower/Applicant to the Bank/Guarantor and (or) its subsidiaries;
 - responsibility for absence of consent from the personal data subjects for collection and processing of personal data, for transfer of personal data to a third party, including the Bank/Guarantor and (or) its subsidiaries, and for processing of personal data by the Bank/Guarantor and (or) its subsidiaries shall be borne by the Borrower/Applicant; in the event that any measures are applied to the Bank/Guarantor and (or) its subsidiaries for violation of the legislation of the Republic of Kazakhstan on personal data, the Borrower/Applicant shall undertake to compensate the Bank/Guarantor and (or) its subsidiaries, at the request of the Bank/Guarantor and (or) its subsidiaries, any expenses and losses incurred by the Bank/Guarantor and (or) its subsidiaries;

In the event that any measures are applied to the Bank/Guarantor for violation of the Law, the Borrower/Applicant shall undertake to compensate the Bank/Guarantor for all expenses and losses incurred thereby.

Article 12. Liability of the Parties

12.1. In case of violation of obligations, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

12.2. The Guarantor shall not be liable for consequences of the Applicant's untimely submission of the Application Form or an additional application to change the terms of the Agreement or extend the Term of the Guarantee.

12.3. In the event of a breach by the Applicant/Borrower of its obligations hereunder, the Guarantor/Bank shall be entitled to take one or more of the following actions, including but not limited to:

1) in an indisputable (non-acceptance) manner, by direct debit or other means provided for by the legislation of the Republic of Kazakhstan, withdraw the amounts owed hereunder from the Applicant's/Borrower's bank accounts;

2) demand compensation from the Applicant for losses caused by a breach of obligations hereunder;

3) retain the property of the Applicant/Borrower in accordance with the legislation of the Republic of Kazakhstan;

4) demand repayment of the Guarantee/Loan amount and amounts owed hereunder.

12.4. In the event of a delay in repayment by the Applicant to the Guarantor of the Guarantee amount, the penalty shall be charged in accordance with clause 3.3. of the Accession Agreement.

Article 13. Confidentiality

13.1. Each Party shall undertake not to disclose the conditions of the Agreement and the Guarantee to the third parties, as well as to maintain strict confidentiality of financial, commercial, and other information (the "confidential information") received from the other Party in the course of negotiations, conclusion, execution and termination of the Agreement.

13.2. Transfer of the confidential information to the third parties, publication, or disclosure is only possible with the written consent of the other Party, as well as at the request of authorities and their officials authorized by the legislation of the Republic of Kazakhstan to receive such information. This clause does not apply to the following cases:

1) when the Guarantor/Bank provides information on the Applicant/Borrower, as well as information related to fulfillment of the Parties' obligations hereunder, to the credit bureau and receives credit reports on the Applicant/Borrower in accordance with the procedure and on the terms specified by the legislation of the Republic of Kazakhstan;

2) the Guarantor/Bank withdraws, in an undisputed (non-acceptance) manner, by direct debit or other means provided for by the legislation of the Republic of Kazakhstan, the Applicant's/Borrower's money from the Applicant's/Borrower's bank accounts to repay the Applicant's/Borrower's debt to the Guarantor hereunder;

3) assignment of rights and obligations (assignment of claims and transfer of debt) hereunder;

4) the Guarantor contacts other banks, as well as organizations that carry out certain types of banking operations, and provide them with the Agreement, in order to obtain information from them about the existence and numbers of the Applicant's/Borrower's bank accounts;

5) engagement of the third parties (in particular, collection agencies, law firms, etc.) to protect its interests;

6) breach by the Applicant/Borrower of its obligations hereunder for the purpose of collection by the Guarantor/Bank of the Applicant's debt hereunder.

13.3. In the event of disclosure or distribution of the confidential information by either Party in violation of the requirements of the Agreement, the guilty Party shall be obliged to compensate the other Party for losses incurred as a result of disclosure of the confidential information, and shall also be subject to other liability established by the legislation of the Republic of Kazakhstan.

Article 14. Additional provisions

14.1. The Agreement in respect of the bank guarantee shall be deemed to have been concluded from the date of issue of the Guarantee (acceptance) by the Guarantor and shall remain in force until the Parties have fulfilled their obligations hereunder in full.

14.2. The Guarantor/Bank shall be entitled to make changes and (or) additions to the Accession Agreement, which shall come into force on the date of their publication on the Guarantor/Bank's website: www.halykbank.kz, unless otherwise provided for therein, and shall apply to the Application Forms concluded after their entry into force.

Before entry into force of changes and additions to the Accession Agreement, such changes and additions shall apply in the event of conclusion of supplementary agreements between the Guarantor/Bank and the Applicant/Borrower:

to the Application Form;

to the Agreement by the Applicant sending a properly executed supplementary application (offer) to amend the conditions of the Agreement and, if accepted by the Guarantor within 10 (ten) calendar days, the Guarantor's acceptance in the form of action by the Guarantor, at its discretion, to issue an additional sheet to the Guarantee (the "Supplementary Agreement to the Agreement"), with the exception of changes and additions that the Guarantor shall be entitled to make unilaterally, as provided for in the Accession Agreement.

14.3. The Parties may amend the conditions of the Accession Agreement by entering into a supplementary agreement:

under the Loan to the Application Form;

under the bank guarantee to the Agreement.

Such changes shall apply to the relations between the Parties under this specific Application Form/Agreement.

The Guarantor, as one of the parties to a specific Agreement, shall be entitled to make changes and (or) additions to the conditions of the Accession Agreement unilaterally, as provided for in the Accession Agreement or as a result of changes in the legislation of the Republic of Kazakhstan. Such changes and (or) additions shall apply to the relations between the Parties under this specific Agreement.

14.4. The Application Form shall be deemed to have been terminated early from the date of full early repayment of the Loan and in the absence of any other outstanding obligations of the Borrower to the Bank as provided for in the Agreement.

14.5. The Agreement in respect of the bank guarantee may be terminated at the initiative of either Party on the basis of a written notice to the other Party, which shall be sent by the initiating Party to the other Party no later than 10 (ten) calendar days before the proposed date of termination. In this case, the Parties have unconditionally agreed that the Agreement shall be deemed terminated only after the Parties have made full mutual settlements.

14.6. All agreements concluded within the framework of the Agreement and all annexes hereto are integral parts thereof, provided that they are prepared in written, signed by the Parties, and certified by their seals (the seal of the Borrower is affixed at its discretion). The Agreement and all annexes hereto shall constitute a single legal instrument, and each of them is an integral part of the other.

14.7. The obligations hereunder may not be transferred by the Applicant to the third parties without written consent of the Guarantor.

14.8. The terms and conditions of the Agreement that are not specified in the Accession Agreement are set forth in the Application Form. The relations between the Parties hereunder that are not regulated by the Accession Agreement and the Application Form shall be governed by the legislation of the Republic of Kazakhstan.

14.9. Capitalized terms used in the Agreement shall have the following meanings, unless the context of the Agreement provides otherwise:

1) Covenant is the Borrower's obligation hereunder to perform or refrain from performing a certain action;

2) Personal Data is the information relating to a specific or identifiable Personal Data Subject, recorded on electronic, paper and (or) other physical media;

3) Increased interest is the amount calculated using the following formula: amount of outstanding balance (principal debt and interest) * number of days overdue * penalty rate/360 days (per year);

4) Consent on Personal Data – consent to collection and processing by the Bank of the Personal Data of the Personal Data Subject;

5) Personal Data Subjects are individuals to whom Personal Data relates;

6) Business Day is any day from Monday to Friday inclusive and any other day recognized as a business day in accordance with the Applicable Law (excluding weekends and official non-working days, including public holidays, in accordance with the Applicable Law).

14.10. In case of any disputes, the Agreement shall prevail over other agreements, including those concluded (to be concluded) between the Guarantor/Bank and the Applicant/Borrower (in particular, bank account agreements, etc.), unless otherwise provided for by agreement between the Parties. The Parties shall agree that upon conclusion of the Agreement, all previous discussions, promises, and representations, as well as all correspondence, shall cease to have legal force and shall be replaced by the conditions of the Agreement.

14.11. The conditions of the Agreement that are not specified in the Accession Agreement shall be set forth in the Application Form. In the event of any conflict between the Accession Agreement and the Application Form, the Application Form shall prevail. The relations of the Parties hereunder not regulated by the Accession Agreement and the Application Form shall be governed by the legislation of the Republic of Kazakhstan.

14.12. The Agreement shall be made in Kazakh and Russian, each of which shall have equal legal force for the Parties. In the event of any inconsistency between the language versions of the Agreement, the issue of priority in interpreting its provisions shall be resolved in accordance with the Application Form.

Article 15. Legal addresses, bank details, and signatures of the Parties

15.1. Legal addresses, bank details, and signatures of the Parties are specified in the Application Form.