

Bank Loan Agreement Standard Terms and Conditions (Accession Agreement)

These Standard Terms and Conditions (the “Accession Agreement”) have been developed by Halyk Bank JSC (the “Bank”) to be applied when entering into a bank loan agreement in the manner prescribed by Article 389 of the Civil Code of the Republic of Kazakhstan, and shall determine the standard terms and conditions of the Agreement under SME lending programs.

The Agreement with the standard terms and conditions shall be concluded through the execution by the Bank and the borrower (the “Borrower”) of an individual bank loan agreement (application for accession) (the “Individual Agreement”).

The Individual Agreement and the Accession Agreement shall form integral parts of each other, and shall be hereinafter jointly referred to as the “Agreement”.

Unless otherwise provided by the Agreement, if a co-borrower (the “Co-Borrower”) participates in the Agreement:

1) the terms and conditions of the Agreement relating to the Borrower shall apply equally to the Co-Borrower;

2) the Borrower and the Co-Borrower shall hereinafter be referred to as the “Borrower”.

Article 1. General Terms and Conditions of the Agreement

1.1. The Bank shall extend a bank loan (the “Loan”) to the Borrower by crediting money to the Borrower’s current account specified in the Individual Agreement (the “Account”).

The date and place of the Agreement, its number, details of the Bank and the Borrower (hereinafter jointly referred to as the “Parties” and individually as a “Party”), the intended use, amount, currency and term of the Loan shall be determined by the Individual Agreement.

1.2. The type of the interest rate for the Loan use (the “interest”), the rate of interest in annual percentages, the rate of interest calculated in annual effective comparable terms (the “AEIR”) as of the Agreement date, the procedure for calculation of the floating interest rate, if any is stipulated by the Agreement, shall be determined by the Individual Agreement.

1.3. The method of repayment of the debt under the Agreement shall be determined by the Individual Agreement.

1.4. The procedure of repayment of the debt under the Agreement shall be determined by the Individual Agreement.

1.5. The priority of repayment of the debt under the Agreement shall be determined by the Individual Agreement.

1.6. In case of breach of obligations to repay the Loan and (or) pay the interest, the Borrower shall pay the Bank a forfeit the procedure for calculation and the amount whereof shall be specified in the Individual Agreement.

1.7. The full list of fees and other payments, and amounts thereof, to be charged with regard to disbursement and servicing of the Loan shall be specified in the Individual Agreement.

The procedure, frequency of the Loan/interest repayment/payment, and the security under the Agreement (the “Security”), shall be specified in the Individual Agreement.

The terms when the Borrower shall be obliged to provide the Security, eliminate comments on the Security, and the conditions of such provision/elimination of comments shall be set by the Bank either in the Agreement or in the Bank’s written notice to the Borrower, which shall be executed by the Borrower.

The Borrower shall be obliged:

- to ensure that there is money in the Borrower’s current account in the amount sufficient to repay the principal and interest, pay interest, forfeit, (penalties), and other payments in favor of the Bank, within the terms stipulated in the Individual Agreement;

- upon the scheduled payment date, to ensure that in the Borrower's current account there is sufficient money to repay the principal and interest on due date and in accordance with the payment schedule.

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

Payments under the Individual Agreement shall be made by the Borrower until 6:00 p.m. Astana time. If a payment under the Individual Agreement is made after 6:00 p.m. Astana time, such payment will be deemed to have been made on the next Business Day.

1.8. The Bank and the pledgor will enter into movable property pledge agreements without the need for all Parties to sign such agreements. The Borrower not being the pledgor shall not take part in agreeing the terms and conditions of the pledge agreements, but shall have the right to request the Bank to provide copies of such agreements to familiarize themselves with their terms and conditions. The movable property pledge agreements entered into between the Bank and the pledgor, not signed by all Parties, shall be recognized by the Parties as duly executed, having full legal effect, and entailing legal consequences for the Parties in accordance with their terms and conditions.

1.9. Measures to be taken by the Bank in case of non-fulfillment or improper fulfillment by the Borrower of the obligations under the Agreement shall be determined by the Individual Agreement.

1.10. The term of the Agreement shall be determined by the Individual Agreement.

1.11. In case of violation of the terms and conditions of the Agreement, the Parties shall be liable in accordance with the laws of the Republic of Kazakhstan and the Individual Agreement.

1.12. The Borrower's liability under the Agreement shall not be limited by force majeure circumstances, which shall not be considered by the Parties as grounds for the Borrower's exemption from liability, except as expressly provided for by the Agreement.

1.13. If the Loan is extended in foreign currency, the fees, fines and forfeits under the Agreement shall be paid in KZT at the Bank's exchange rate as of the payment date.

Article 2. Other Terms and Conditions of the Agreement

1. The interest accrual shall commence on the date following the date of the Loan disbursement, for the amount of the Loan actually disbursed. At the same time, the annuity Payment Schedule shall take a year equal to 360 days, and a month equal to 30 days, and in case of the Payment Schedule providing for the repayment of the principal in equal installments, a year shall be taken equal to 360 days, and a month shall be taken based on the actual number of days of the Loan utilization.

2. The Borrower shall not be entitled to assign its rights or transfer obligations under the Agreement to third parties without prior written consent of the Bank.

3. When the Bank assigns its right (claim) under the Agreement to a third party, the requirements and restrictions imposed by the laws of the Republic of Kazakhstan on the Bank's relations with the Borrower under the Agreement shall apply to the Borrower's legal relations with the third party which the right (claim) has been assigned to.

4. The term when the Borrower shall be obliged to provide the Bank with information, documents, including but not limited to elimination of comments on the project, and the conditions of such provision/elimination of comments not stipulated by the Agreement, shall be established by the Bank and brought to the Borrower's attention by a written notice being an integral part of the Agreement, and subject to unconditional fulfillment by the Borrower.

Article 3. Amendment of the Terms and Conditions of the Agreement towards the Improvement for the Borrower

The Bank shall be entitled to amend the terms and conditions of the Agreement unilaterally, in cases of their improvement for the Borrower as provided by 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 improving terms and conditions under the Agreement at least fourteen calendar days prior to expected introduction thereof.

Within fourteen calendar days upon receipt of the Bank's notice, the Borrower shall be entitled to withdraw in writing from all or part of the improving terms and conditions proposed by the Bank.

If the Bank does not receive a written withdrawal from the Borrower within the specified period, the Borrower shall be deemed to have accepted the Bank's proposed improving terms and conditions.

Provided, however, that if a written withdrawal is received from the Borrower/any of the Co-

Borrowers, such terms and conditions shall be deemed not to have been accepted by both the Borrower and the Co-Borrower/all Co-Borrowers.

Article 4. Early Repayment, Refusal, and Suspension of Funding

1. The Borrower shall be entitled to repay early the Loan (in full or in part) to the Bank with the Bank's written consent, having notified the Bank thereof in writing:

- 1 (one) business day prior thereto;
- 2 (two) business days prior thereto in case the matter is referred to the Bank's district office and (or) other oblast/regional branch of the Bank, which were not involved in extension of the Loan and, accordingly, are not specified in the Agreement.

2. The Bank shall at any time be entitled to demand early repayment of all the Borrower's debts under the Agreement. For this purpose, the Bank shall send a request to the Borrower not earlier than 10 (ten) months prior to the date of such repayment specified therein. The Borrower shall repay its debts under the Agreement either in a lump sum or in installments until the early repayment date specified in the Bank's request. No forfeit shall be charged for such early repayment of the Loan.

3. Upon receipt by the Borrower of the Bank's request under clause 2 hereof, the Borrower shall pay the interest to the Bank at the rate specified in the Agreement and reduced by 1% (one percent) per annum. The Borrower shall pay such interest during the period from the date of the Bank's request and until all debts under the Agreement specified in the request are repaid.

4. Upon partial early repayment of the Loan amount, where only the amount of the first upcoming payment is changed, no amendment to the Payment Schedule shall be required (applicable to the Payment Schedule with repayment of the principal in equal installments), provided that the Borrower submits a written application for partial early repayment with the first upcoming payment under the Payment Schedule reduced, or in any other way as agreed with the Bank.

5. The Bank may refuse to extend the Loan to the Borrower, and/or demand its early repayment with accrued interest, or suspend further financing:

upon the occurrence of any of the following grounds:

- 1) the Borrower has defaulted on its obligations under the Agreement;
- 2) a duly executed security for performance of the Loan repayment obligations has not been provided;
- 3) the person who provided the Security has breached its obligations under the Security Agreement;
- 4) the Borrower or Pledgor's property has been seized, restricted or foreclosed on by third parties;
- 5) the security is lost, invalid, and the Borrower has not ensured provision of other security satisfying the Bank's requirements;
- 6) the Borrower is involved in legal proceedings as a defendant with the claim amounting to 5% (five percent) or more of the Borrower's total debt under the Agreement;
- 7) the person who provided the Security is involved in a lawsuit to challenge the pledgor's ownership of the pledged item;
- 8) extension of the Loan will result in exceeded maximum limit established by the legislation on the amount of risk per borrower for the group of debtors related to the Borrower;
- 9) the Borrower has provided unreliable information regarding its financial position;
- 10) deterioration of the Borrower's financial position identified following the monitoring conducted by the Bank in accordance with the requirements of a statute of the authorized body and (or) the Bank's internal credit policy compliant with the International Financial Reporting Standards;
- 11) a third party has filed a claim to recognize the Borrower as a bankrupt, or introduction upon a court decision of any of the procedures applied in bankruptcy or rehabilitation;
- 12) a claim to recognize the Agreement and (or) the Security Agreement as invalid and (or) non-concluded and (or) to challenge the Agreement in whole or in part, or a threat of occurrence of the above circumstances;
- 13) third parties affiliated (related) to the Borrower have breached at least one of their obligations to the Bank;
- 14) extension of the Loan will cause the Bank to violate the Applicable Law, including the requirements to comply with prudential standards, during the period of such violation;

14-1) it is impossible to take measures for due diligence provided for by the laws of the Republic of Kazakhstan, and when there are suspicions that business relations are used by the Borrower for the purposes of legalization (laundering) of illegally gained income or financing of terrorism;

14-2) there are suspicions that debit transactions on the account are made for the purpose of legalization (laundering) of illegally gained income or financing of terrorism;

14-3) the Borrower has breached the representations provided under the Agreement, and (or) the Bank has grounds to believe that the Borrower may use the Loan for purposes that may lead to such breaches;

14-4) the Borrower is deregistered as an individual entrepreneur with the state revenue authority;

14-5) the Borrower applies to the authorized body for application of extrajudicial 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”;

15) the Borrower has breached other terms and conditions of this Accession Agreement (including in case of breach of the provisions of the covenant under the Agreement) or any other agreement concluded with the Bank, including the cases when the Borrower has breached its obligations under any agreement (contract) to any third parties;

in case of events or actions that over time may lead to occurrence of the above events, non-fulfillment and/or improper fulfillment of obligations under the Agreement, including the breach of provisions of the covenants under the Agreement, and of obligations under other agreements concluded with the Bank.

6. In case the Borrower breaches the obligations stipulated hereby:

1) the terms of fulfillment of all the Borrower’s obligations under the Agreement shall be deemed to have matured, and the Bank shall be entitled to demand fulfillment thereof;

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

7. In cases specified in clauses 5(1), 5(3), 5(7) and 5(12) hereof, the Bank shall be entitled to exercise the right specified in clause 6 hereof at its own discretion, or to demand that the Borrower restore the Security to be pledged (if applicable) or replace the Security with another unencumbered equivalent and liquid Security, or provide additional Security satisfactory to the Bank.

Article 5. Financial Information

The Borrower shall be obliged to provide the Bank with the following:

1) annual financial statements prepared in accordance with the laws of the Republic of Kazakhstan, within 90 (ninety) calendar days after the end of each financial year, unless another term is determined by the laws of the Republic of Kazakhstan;

2) quarterly financial statements prepared in accordance with the laws of the Republic of Kazakhstan, including consolidated financial statements, within 20 (twenty) business days after the end of each quarter, unless other periodicity of financial statements and term of submission thereof is determined by the Bank;

3) at the request of the Bank – financial statements, other statements characterizing the financial position (financial indicators) of the Borrower, and other information that the Bank may request under the Agreement and in accordance with the laws of the Republic of Kazakhstan, including that confirmed by an independent auditor, in the form and as of the date as determined by the Bank. In case of non-fulfillment and/or improper fulfillment by the Borrower of its obligations under the Agreement, the Bank shall be entitled to independently schedule an audit the costs whereof shall be reimbursed by the Borrower.

4) a document confirming the presence/absence of the Borrower’s indebtedness to the budget – at a frequency determined by the Bank and at any other time at the request of the Bank.

If any changes, risks and/or deterioration of the financial position occur during the reporting period, the Borrower shall submit to the Bank, simultaneously with the reporting documentation, an explanatory note detailing the substance of deviations of the financial position from the initial indicators (as of the date of the Agreement).

The Borrower represents and warrants that the financial statements and other reporting describing its financial position (financial indicators) and provided to the Bank comply with the requirements of the laws of the Republic of Kazakhstan, and will be reliable.

Article 6. Rights and Obligations of the Parties. Restrictions for the Bank

1. The Borrower shall be entitled:

1) if the date of principal and (or) interest payment falls on a weekend or a public holiday, to make such payment on the following business day without any forfeit or other types of penalties. The interest shall be paid based on the actual number of days of the Loan utilization as of the date of payment;

2) upon application, within three business days, at no charge, and once a month, to receive the information in writing on the breakdown (into the principal, interest, fees, forfeits and other types of penalties, and other payable amounts) of the incoming money to repay the debt under the Agreement;

3) upon application for partial or full early repayment to the Bank of the money provided under the Agreement, at no charge, within three business days, to receive the information in writing on the amount to be repaid, broken down into the principal, interest, fees, forfeits and other types of penalties, and other amounts payable;

4) to repay early the principal in part or in full in accordance with the terms specified in Article 4-1 of the Agreement, however, in any case with no forfeits or other types of penalties for early repayment, upon expiration of 6 (six) months from the date of the Loan extended for up to 1 (one) year, and upon expiration of 1 (one) year from the date of the Loan extended for over 1 (one) year.

5) within 14 (fourteen) calendar days upon receipt of the Bank's written notice on changing the terms and conditions of the Agreement towards improvement thereof for the Borrower, to withdraw from the improving terms and conditions proposed by the Bank;

6) to apply to the Bank in writing in case of any disputable situations regarding the services received.

2. The Bank shall be entitled:

1) in case the Borrower breaches its obligations under the Agreement, by sending a demand to the Borrower in the manner provided for in the Agreement or by taking other actions:

to declare the amounts of Available Funds canceled and (or);

to demand that the Borrower repay early the Loan and other debts under the Agreement, and the debts under other agreements concluded with the Bank, within 2 (two) business days upon sending the demand to the Borrower, unless another term is specified in such demand, and (or);

to foreclose on the Security, and (or);

to take other measures stipulated by the laws of the Republic of Kazakhstan and (or) the Agreement;

2) to verify the intended use of the Loan;

In case the pledgor under the relevant pledge agreement (Security Agreement) prevents the Bank from exercising its right to verify the availability and safety of the pledged item, or fails to provide the Bank with relevant documents and information related to the pledged item, to demand from the Borrower to fulfill its obligations under the Agreement ahead of schedule, and if this demand is not satisfied, to foreclose on the pledged item;

3) to demand early repayment of the Loan and payment of interest in case the Borrower breaches the term to repay the regular installment of the Loan or pay the interest for more than 40 (forty) calendar days;

4) if the Borrower has overdue debts under several bank loan agreements, to repay the debts in the manner determined by the Bank independently;

5) to suspend accrual of interest, increased interest, and other penalties in accordance with the Bank's internal documents in case the Borrower breaches its obligation to pay the interest under the Agreement;

6) to amend unilaterally the terms and conditions of the Agreement towards improvement thereof for the Borrower, in cases stipulated by Article 34-3 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan";

7) to assign its rights and transfer obligations under the Agreement to third parties specified in the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", including to collection agencies, without any consent of the Borrower;

8) when the Bank withdraws money in KZT from the Borrower's bank accounts to repay debts in foreign currency, or when the Borrower transfers money in KZT to the Bank to repay debts in foreign currency, to convert such money into foreign currency at the current foreign exchange rate set by the

Bank, and charge the Borrower with fees for such conversion as per the Bank's tariffs effective at the time of the relevant transaction;

9) upon early repayment of the Loan, to demand priority repayment of the accrued and unpaid interest, including that accrued and deferred as of the date of such repayment;

9-1) to terminate the business relationship with the Borrower by unilateral repudiation of the Agreement in the following cases:

in the course of reviewing the transactions, suspicions arise that business relations are used by the Borrower for the purposes of legalization (laundering) of illegally gained income or financing of terrorism;

repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the Borrower's bank accounts;

any sanctions against the Borrower and (or) its affiliates imposed under the jurisdiction of any country (e.g. OFAC) or an international organization (including, but not limited to, FATF and UN);

the Bank has grounds to believe that the Borrower's/the Borrower counterparty's transactions are subject to or aimed at evading international economic sanctions;

as determined by the bank account agreement;

10) the Bank shall have other rights stipulated by the Agreement, Security Agreements, and the Applicable Law.

3. The Bank shall be obliged:

1) not to increase unilaterally the interest rate established as of the date of the Agreement, except in cases of:

breach by the Borrower of the obligations to provide reliable information related to obtaining and servicing of the Loan as provided for by the Agreement;

the Bank's right to demand early fulfillment of the Borrower's obligations under the Agreement as stipulated by the Civil Code of the Republic of Kazakhstan, and in cases of:

changes in the composition of the Borrower's participants (shareholders) holding in total 10 (ten) or more percent of shares (participatory interests), without prior written notice to the Bank;

infringement by the Borrower and (or) the pledgor of the right of the Bank, being the pledgee, to verify actual availability, size, condition and terms of storage of the Collateral Security and against the documents, or the third parties' claims to the property of the Borrower and (or) the pledgor, including the property pledged as the Security.

In such cases, the interest rate shall be increased as follows:

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

within 5 (five) business days upon such notice sent by the Bank, the Borrower shall agree to the new interest rate or provide the Bank with justified written objections. The Borrower shall be entitled to refuse from the new interest rate, and within the term specified herein, to early repay its debt under the Agreement in full;

if the Bank receives reasonable written objections of the Borrower to the new interest rate, the Bank shall take measures to consider and settle the same.

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

2) not to restrict the Borrower and the pledgor in selecting an insurance organization and (or) appraiser, if the terms and conditions of the Agreement and (or) the Security Agreement provide for the requirements to enter into insurance contracts and (or) to conduct an appraisal to determine the market value of the property being the Security, or to impose on the Borrower (being an individual) the obligation to insure their life and health;

3) not to charge a forfeit or other types of penalties for early repayment of the Loan, except for cases of partial ~~or full~~ early repayment of the principal before the expiration of 6 (six) months from the date of the Loan extended for up to 1 (one) year, and before the expiration of 1 (one) year from the date of the Loan extended for over 1 (one) year, in the manner and on the terms and conditions stipulated by Article 4 of the Agreement;

4) not to charge a forfeit or other types of penalties if the date of the principal or interest repayment falls on a weekend or a holiday, and the interest or principal is paid on the following business day;

5) upon the Borrower's application, at no charge, once a month, and within three business days, to provide the information in writing on the breakdown (into the principal, interest, fees, forfeits and other types of penalties, and other payable amounts) of the incoming money to repay the debt under the Agreement;

6) upon the Borrower's application for partial or full early repayment to the Bank of the money provided under the Agreement, to notify the Borrower, at no charge, within three business days, of the amount due for repayment broken down into the principal, interest, fees, forfeits and other types of penalties, and other amounts payable.

7) to notify the Borrower of any changes in the terms and conditions of the Agreement towards their improvement, in the manner provided for in the Agreement;

8) upon any delay in fulfilling the obligations, however, not later than twenty¹/ten² calendar days thereafter, to notify the Borrower in the manner and within the terms stipulated in the Agreement:

of the delay in fulfilling the obligation under the Agreement, and the need to make payments under the Agreement, with an indication of the amount of the overdue debt as of the date specified in the notice;

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

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

to the e-mail specified in the Agreement;

to the place of residence specified in the Agreement, by registered mail with notice of receipt, including when received by one of the adult members of the Borrower's family residing at the specified address;

using other means of communication, which ensure the Borrower's receipt of the notice (including through Onlinebank Halyk system).

In case the notice is returned with a note that it cannot be delivered to the addressee, the recipient, or because of refusal to accept it, or failure to confirm its acceptance using another means of communication specified in this sub-clause, the notice shall be deemed to have been duly sent;

9) to consider and prepare a written response to the Borrower's written application;

10) unilaterally:

not to change upward the amounts and the procedure for calculation of fees and other loan servicing payments established as of the date of the Agreement;

not to introduce new types of fees and other payments under the Agreement;

11) when concluding an agreement containing conditions for transfer of the Bank's right (claim) under the Agreement to a third party (the "claim assignment agreement"), to notify the Borrower (or its authorized representative):

prior to the conclusion of the claim assignment agreement, on the possible transfer of rights (claims) to a third party, and on the processing of the Borrower's personal data in connection with such assignment, in the manner provided for in the Agreement or not contrary to the laws of the Republic of Kazakhstan;

on the transfer of the right (claim) to a third party in the manner provided for in the Agreement or not contrary to the laws of the Republic of Kazakhstan, within thirty calendar days from the date of the claim assignment agreement, with an indication of the reference of further payments to repay the Loan to a third party (name and location of the party the right (claim) under the Agreement has been transferred to), the full amount of the transferred rights (claims), and the outstanding and current amounts of the principal, interest, fees, forfeit (fine, penalty) and other amounts payable.

Article 7. Dispute Resolution. Notices

1. Disputes and disagreements under the Agreement shall be resolved with application of the laws of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan at the location of the Bank or its branch where the Loan was extended, at the discretion of the Bank (contractual jurisdiction), except for cases of exclusive jurisdiction.

2. Notices from the Bank to the Borrower shall be deemed duly executed when sent by the Bank in one of the following ways: by courier or postal service; by e-mail; by fax; by mobile and other

¹ The specified period of notice is valid until 01 October 2024.

² The specified period of notice is valid from 01 October 2024.

telephone communication (by SMS transmission); through the Bank's informatization facilities (including through Onlinebank Halyk system); by posting the relevant information at the branches/subdivisions/on the Bank's website at www.halykbank.kz (except as specified in Article 6-3(8) of the Accession Agreement).

Notices shall be deemed delivered to the Borrower, and the Borrower shall be deemed duly notified, if such notices are sent in any of the above ways, without the need for the Bank to obtain confirmation of receipt of the notice, except for those delivered personally or through courier service, which shall be deemed delivered in case of direct delivery to the Borrower, confirmation by the courier service of the inability to deliver due to the absence of the Borrower at the delivery address or the Borrower's refusal to receive the notice (except for the cases specified in Article 6-3(8) of the Accession Agreement).

3. Notices from the Borrower to the Bank shall be deemed to be duly given when such notices are sent by the Borrower: by delivery to an authorized employee of the Bank against signature of receipt; by courier or postal service.

3-1. The date the addressee receives the notice shall be deemed to be as follows:

for notices delivered in person or by courier service – the day of receipt with a corresponding mark of the Borrower, or the day when the courier service was unable to deliver the notice to the Borrower due to the Borrower's absence or the Borrower's refusal to receive the notice;

for notices sent to the Bank by registered mail – 3rd (third) calendar day after mailing (as per the date of the document issued by the postal organization upon mailing);

for notices sent by fax – the day of sending, provided that there is a statement of the fax machine on successful sending to the fax number;

for notices sent by e-mail using mobile communication – the day of sending the notice (provided there is a message on sending);

for notices (voice notifications, by SMS transmission) via mobile and other telephone communication – date and time of the call or SMS sending;

for notices posted at the Bank branches/subdivisions/on the Bank's website – the day of posting the notice.

for notices posted in Onlinebank Halyk system – the day of posting the notice.

4. In case of changes in the Borrower's contact details the Bank uses to send notices, the Borrower shall, within 5 (five) business days following the changes, send a notice thereof to the Bank or, if the Bank determines that a verbal statement of the changes is sufficient, provide the necessary information to the Bank's contact center.

5. The Bank shall not be liable for non-receipt or untimely receipt by the Borrower of the Bank's notices caused by changes in the Borrower's contact details, which the Borrower has not notified the Bank of in writing.

6. The Borrower shall assume the risks associated with the use of means of operational communication for the purpose of sending and (or) receiving notices, including, but not limited to: the risk of fraud, unauthorized access to the information sent, non-receipt or untimely receipt of notices by the Borrower, loss of information before it is received by the Borrower or the Bank caused by failures in the means of operational communication and (or) malfunction of the equipment used for sending or receiving notices.

7. The Bank shall not be liable for any losses of the Borrower in cases specified in clause 6 hereof, unless the Borrower proves that such losses were caused by negligence or willful failure of the Bank to fulfill its obligations.

Article 8. Final Provisions

1. The Bank shall be entitled to amend the Accession Agreement, which amendments shall come into effect upon being published on the Bank's website: www.halykbank.kz, unless otherwise stipulated therein, and shall apply to Individual Agreements concluded after their entry into effect.

Prior to enactment of the amendments to the Accession Agreement, such amendments shall be applied in case the Bank and the borrowers enter into addenda to the Individual Agreements.

2. The Parties may amend the terms and conditions of the Accession Agreement by entering into an addendum to the Individual Agreement. Such amendments shall apply to the relations of the Parties from this particular Individual Agreement.

3. The Individual Agreement shall be deemed to terminate early as of the date of full early repayment of the Loan and in the absence of any other outstanding obligations to the Bank on the part of the Borrower under the Agreement.

4. All contracts executed under the Agreement and all annexes thereto shall form integral parts thereof, if made in writing, signed and sealed by the Parties (the seal is optional for the Borrower). The Agreement and all annexes thereto, and Security Agreements, shall constitute a single legal instrument, and each of them shall mutually be an integral part of each other.

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

1) *Covenant* – an obligation of the Borrower under the Agreement to perform a certain action or refuse to perform it;

2) *Credit Turnovers* – an aggregate of all credits to the Borrower's current accounts with the Bank made for a certain period (day, month, quarter, half-year, year), and reflected in statements on such current accounts;

3) *Personal Data* – information related to a certain Data Subject or a Data Subject determined on the basis thereof, recorded on electronic, paper and (or) other material medium;

4) *Increased Interest* – an amount calculated as follows: outstanding debt balance (principal and interest) * number of overdue days * penalty rate/360 days (per year);

5) *Personal Data Consent* – consent to the collection and processing by the Bank of the Data Subject's Personal Data;

6) *Data Subjects* – individuals who the Personal Data relate to (including affiliated individuals of the Borrower, partners (being individuals) of the Borrower, participants, ultimate owners of the Borrower who are individuals);

6-1) *Business Day* – any day from Monday through Friday, and any other day recognized as a Business Day under the Applicable Law (excluding weekends and official non-business days, including holidays, under the Applicable Law).

7) *Security to be Pledged* – movable and immovable property pledged to the Bank by the pledgor to secure the performance by the Borrower of its obligations to repay to the Bank the loan amount, to pay interest, forfeits on the loan, to reimburse the Bank's expenses under the Agreement, and to fulfill other obligations of the Borrower to the Bank specified in the Agreement and the Security Agreements.

8) *Daily payment* – a fixed amount of money the size whereof is determined by the Bank and communicated to the Borrower upon receiving the loan, which is intended for daily debiting from the Borrower's accounts with the Bank and crediting to the Security Deposit;

9) *Monthly payment* – the amount of money sufficient to cover a scheduled payment within the timeframes stipulated by the Agreement as per the payment schedule;

10) *Card* – a means of electronic payment that contains information enabling its holder to effect payments and (or) money transfers, receive cash, or exchange currencies and perform other operations determined by the issuing Bank of such Card and on its terms and conditions;

11) *Security Deposit* – the amount of money that the Borrower transfers to the Bank to secure the performance of obligations under the Agreement;

12) *Operation/ /Payment/Transaction/QR* – a non-cash transaction for goods/services made using a card in the Merchant's online store;

13) *Merchant* – a legal entity (commercial and non-commercial organization) or an individual entrepreneur – a resident of the Republic of Kazakhstan – who sells goods or provides services by publishing information about the terms and procedure for such sale/provision, as well as tools to enable order placement online on their own Website/Bank Website/Mobile Application/Homebank Financial Portal, or in a mobile application;

14) *Account* – Borrower's bank account opened with the Bank;

15) *POS terminal* – an electronic terminal installed at the Borrower's point of sale and service – a POS terminal, including a GSM-POS terminal with a SIM card, a Halyk POS terminal installed on the Merchant's smartphone, a smartphone provided by the Bank with Halyk POS or Halyk QR application installed, connected via Onlinebank, through which a Transaction is performed through reading information from the magnetic stripe or microprocessor on the Card, or through reading a digital code (QR) with the cardholder's/account owner's mobile application;

6. The Agreement shall prevail over other agreements, including those entered into (to be entered

into) between the Bank and the Borrower (in particular, bank account agreements, etc.) on disputable issues, unless otherwise provided for by the agreement of the Parties. The Parties agree that upon entering into the Agreement, all previous discussions, promises and representations, and all correspondence shall become null and void, and shall be replaced by the terms and conditions of the Agreement.

7. The terms and conditions of the Agreement not determined by the Accession Agreement shall be established by the Individual Agreement. In case of any contradictions between the Accession Agreement and the Individual Agreement, one should be guided by the Individual Agreement. Relations of the Parties under the Agreement not covered by the Accession Agreement and the Individual Agreement shall be regulated by the laws of the Republic of Kazakhstan.

8. The Loan repayment and interest payment schedule shall constitute an annex to the Individual Agreement.

9. The Agreement shall be drawn up in the Kazakh and Russian languages, each having equal legal force for the Parties. In case of any contradiction between the language versions of the Agreement, the matter of priority in interpreting its provisions shall be resolved in accordance with the Individual Agreement.

Article 9. Legal Addresses, Details, and Signatures of the Parties

Legal addresses, details, and signatures of the Parties shall be specified in the Individual Agreement.