

### **Facility 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 facility 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 facility 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 open a Credit Line to the Borrower, whereunder the Bank shall provide the Borrower with the Instruments. The Credit Line type (revolving/non-revolving), types of the Instruments shall be determined in the Individual Agreement.

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 shall be determined by the Individual Agreement.

To account for the Credit Line Limit, the amount of the Instruments extended shall be fixed in the Limit currency at the exchange rate set by the Bank as of the date of the Transaction, with the amount of Available Funds calculated at the current exchange rate as of the date of the Transaction, and adjusted by the Bank each time the exchange rate changes within the Limit.

The term of the Credit Line shall be determined in the Individual Agreement. The term of the Instrument utilization shall commence on the date the Instrument amount is transferred to the Borrower’s bank account, and shall end on the date the entire amount of the Instrument Debt in favor of the Bank is credited to the Bank’s account, and those dates shall be determined in a separate Addendum.

The validity period of the bank guarantee issued by the Bank in favor of the beneficiary shall commence on the date the bank guarantee is signed by the Bank’s authorized persons, and shall end on the calendar date/date of full performance by the Borrower of its obligations to the beneficiary under the contract/bid/tender specified in the Borrower’s application offer with the Bank’s acceptance/Addendum and the bank guarantee. If the validity period of the bank guarantee ends on the date when the Borrower performs its obligations to the beneficiary under the contract/bid/tender in full, the Bank’s obligations under the bank guarantee and the Borrower’s obligations under the Borrower’s application offer/Addendum shall be deemed fulfilled upon receipt by the Bank of (i) the original of the bank guarantee and/or (ii) the beneficiary’s written confirmation of release of the Bank from obligations under the bank guarantee, accompanied by a sample signature and seal document of the beneficiary (if any) (if necessary).

1.2. The type of the interest rate for the Instrument utilization (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 shall be determined by the Individual Agreement.

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

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

1.6. In case of breach of obligations to repay the Instrument 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 Instrument, including a loan (hereinafter also referred to as the "Loan") shall be specified in the Individual Agreement.

The procedure, frequency of repayment of the debt under the Instruments and the interest, the Security under the Agreement, 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 and (or) the Addendum;

- 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 Instrument/Loan/Debt on Business Days.

Payments under the Individual Agreement and/or the Addendum shall be made by the Borrower until 6:00 p.m. Astana time. If a payment under the Individual Agreement and/or the Addendum is made after 6:00 p.m. Astana time, such payment will be recognized as 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 itself 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 Instrument is provided in foreign currency, the fees and forfeits due under the Agreement and (or) the Addendum 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 Credit Line shall be opened to the Borrower in accordance with the Agreement, whereby:

1) the Instruments in the form of bank loans and bank guarantees shall be extended in accordance with the Agreement on the basis of:

the concluded Addendum, according to the written application received by the Bank from the Borrower (the "Instrument Application");

or the Borrower's duly executed and signed loan application under the Agreement (the "Application") received by the Bank. The Bank's action to disburse the regular loan on the terms and conditions specified in the Application shall be deemed to be an acceptance of the Application;

or the Borrower's duly executed and signed application offer for entering into a bank guarantee agreement (the "Borrower's application offer") received by the Bank, and the Bank's acceptance of the Borrower's application offer for entering into a bank guarantee agreement represented by the Bank's action

to issue bank guarantees on the terms and conditions specified in the Borrower's application offer.

The Bank's acceptance of bank guarantees shall be the Bank's actions on issue of bank guarantees by the Bank on the terms and conditions specified in the Borrower's application offer, whereby the bank guarantee agreement shall be deemed concluded if within 10 (ten) calendar days the Bank does not send a notice to the Applicant on the conditions preventing the issue of the bank guarantee (in the manner provided by the Agreement) and takes actions on issue of the bank tender guarantee in accordance with the terms and conditions of the Borrower's application offer.

However, the Bank shall be entitled to refuse to issue a bank guarantee at its own discretion.

The Addenda under and on the terms and conditions of the Agreement shall be entered into not with all persons who the Agreement has been concluded with, rather with the Borrower or Co-Borrower who applied to the Bank with the Instrument Application specified in clause 1 hereof.

2) other Instruments shall be extended in accordance with the Agreement on the basis of the Instrument Application and the respective Addendum, unless otherwise provided for by the Agreement.

The Borrower's Application/application offer/Instrument Application shall be sent by the Borrower not later than 2 (two) Business Days prior to the date of the Instrument disbursement (extension), in case of a bank guarantee – prior to the issue of the bank tender guarantee, which, if received by the Bank, shall be irrevocable, unless otherwise provided for by the agreement of the Parties, including the Agreement.

2. The accrual of interest for the Instrument utilization shall commence on the date following the date of the Instrument in respect of the actual amount of the Instrument extended, i.e. the amount utilized by the Borrower for the time being, with the annuity repayment schedule having a year equal to 360 days, and a month equal to 30 days. In case of a repayment schedule providing for repayment of the principal in equal installments and the actually accrued interest, the year shall be equal to 360 days, and the month shall be taken based on the actual number of days of the Instrument utilization.

The commission fee for risks shall be accrued on the actual balance of the bank guarantee amount and for the actual number of days of the bank guarantee use, with the year being equal to 360 days and the month being based on the actual number of days of the bank guarantee use.

3. When the Borrower disburses the Credit Line in a currency other than the Limit currency, in case of a significant (more than 25%) change in the exchange rate set by the Bank as of the Transaction date against the one set by the Bank as of the Agreement date, the Bank shall be entitled to suspend the financing of the Borrower until a positive opinion is given by the authorized body of the Bank on the analysis of the Borrower's cash flow stability to fulfill its obligations under the Agreement upon such change.

4. The Borrower shall not be entitled to transfer its rights or obligations under the Agreement (under any Addendum) to third parties without the prior written consent of the Bank.

5. The terms and conditions stipulated in the Application or the Borrower's application offer shall be amended by receipt by the Bank of an additional Application, except as provided for in the Application and the Agreement. The terms and conditions of the Application shall be amended only subject to payment by the Borrower of the relevant commissions and fees as per the Bank's tariffs, and, if necessary, execution of other terms and conditions by resolution of the authorized body of the Bank, and receipt of all required documents.

6. Upon receipt by the Bank of the Beneficiary's Claim (the "Claim"), the Bank shall send a notice thereof to the Borrower. The Borrower shall, within 2 (two) Business Days following the date of the notice, however not later than the due date of the Claim, satisfy the Claim by ensuring the full amount of the Claim, including the Bank commissions, fees and expenses provided for by the Agreement, the Borrower's application offer with the Bank's acceptance/the Addendum/the Bank's tariffs, in its bank account specified in the Individual Agreement for withdrawal by the Bank and payment in favor of the beneficiary, and repayment of the Borrower's Debt on the Bank's fees, interest and expenses.

7. If the Bank issues a bank tender guarantee, and the Borrower fails to satisfy or has not satisfied the Claim in full, the Bank shall transfer the amount of money under the Claim in favor of the beneficiary at its own expense. The Borrower shall, within 3 (three) Business Days, reimburse the Bank for the entire amount paid by the Bank under the Claim, and all expenses incurred by the Bank, commissions and fees provided for by the Agreement/the Borrower's application offer with the Bank's acceptance/the Addendum/the Bank tariffs, or, enter into a bank loan agreement with the Bank within the same term on the Bank's terms and conditions in accordance with Article 725 of the Civil Code of the Republic of Kazakhstan.

In this case, the loan interest under the bank loan agreement accrued from execution by the Bank of

the Claim until the entering into/signing of the bank loan agreement shall be paid by the Borrower on the date of entering into/signing of the bank loan agreement by direct debiting by the Bank of the respective amount from the Borrower's bank accounts. In case the Borrower refuses to enter into the bank loan agreement, the Bank shall be entitled to use the right of claim to the Borrower under this clause of the Accession Agreement in the amount of the obligation performed by the Bank under the bank guarantee to the beneficiary, and all expenses incurred by the Bank, commissions and fees stipulated by the Agreement/the Borrower's application offer with the Bank's acceptance/the Addendum/the Bank tariffs, in accordance with the terms and conditions of the Agreement, including clauses 2(10) and 2(11) of Article 6 of the Accession Agreement.

In case when the Bank has issued a bank guarantee, except for a bank tender guarantee, and the Borrower has not ensured the full amount of the Claim in its bank account in the manner stipulated in clause 7 hereof, the Borrower's obligation to the Bank shall be and shall be accounted as an obligation to repay a short-term loan in the amount of the Claim on the terms and conditions stipulated in the Agreement, the Borrower's application offer with the Bank's acceptance/the Addendum.

8. The Bank's obligations to the beneficiary shall be limited to the payment of the amount of the bank guarantee and regardless of whether such payment is made in several installments or in a lump sum, in part or in full.

9. In case of issue of post-tender bank guarantees within the public procurement, and if the amount of bank guarantees includes the amount of contract performance security, the amount of advance payment, and the amount of security for taking anti-dumping measures, the Bank shall pay the entire amount of the Claim, regardless of the event that caused the Claim to be issued.

10. The terms and conditions of the bank guarantee agreement concluded by receipt by the Bank of the Borrower's application offer, and the Bank's acceptance (including the bank guarantee amount, term of validity, etc.), shall be amended by receipt by the Bank of the Borrower's additional application offer and the Bank's written acceptance thereof, or by the Bank's acceptance in the form of issue of an additional sheet to the bank tender guarantee, except for cases provided for by the Borrower's application offer, the Bank's acceptance, and the Agreement, and issue by the Bank of additional sheets to the bank guarantee, where necessary. The terms and conditions of the bank guarantee shall be amended only subject to payment by the Borrower of the relevant commissions and fees as per the Bank tariffs, and, if necessary, upon resolution of the authorized body of the Bank, and obtaining of all required documents.

In the event of conclusion of the bank guarantee agreement by entering into the relevant Addendum, the terms and conditions of the Addendum shall be amended by entering into an addendum to the Addendum by the Parties.

11. The bank guarantees issued under the Agreement shall be unconditional, which means that they shall be subject to performance by the Bank at the first request of the beneficiary. The Borrower shall address all objections that may arise for the Borrower in the course of execution by the Bank of the beneficiary's claim related to the bank guarantee provided by the Bank, directly to the beneficiary.

12. When the Bank assigns its right (claim) under the Agreement and the Addendum 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 and the Addendum shall apply to the Borrower's legal relations with the third party which the right (claim) has been assigned to.

13. 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, shall be established by the Bank and brought to the Borrower's attention by a written notice being an integral part of the Individual Agreement, and subject to unconditional fulfillment by the Borrower.

### **Article 3: Amendment of Certain Lending Conditions**

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 in one of the ways stated in Article 7-2 of the Agreement at least 14 (fourteen) calendar days prior to expected introduction thereof.

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 under the Agreement.

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 Instrument amount (in full or in part) under the Addendum to the Bank with the Bank's written consent, having notified the Bank thereof in writing or otherwise:

- one Business Day prior thereto;
- 2 (two) Business Days prior thereto in case of referral to the Bank's district office and (or) oblast/regional branch of the Bank, which were not involved in extension of the Instrument and, accordingly, are not specified in the Individual Agreement and (or) the Addendum.

2. The Borrower shall be entitled to repay early the entire amount of interest due to the Bank under any Addendum, upon notice to the Bank of such repayment, but not later than three (3) Business Days prior to the date of early repayment, unless another term is specified by the Parties.

3. Upon partial early repayment of the Debt on principal, 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.

4. The Bank shall at any time be entitled to demand early repayment of all the Borrower's debts under all Instruments extended based on 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 all Instruments extended based on 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 Instrument amount.

5. Upon receipt by the Borrower of the Bank's request under clause 4 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.

6. 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 and (or) the Addendum;
- 2) a duly executed security for performance of the Instrument amount 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 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 and/or the Addendum;
- 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 Instrument 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 Instrument 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 the 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.

7. In case the Borrower breaches the obligations stipulated by the Agreement:

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.

8. In cases specified in clauses 6(1), 6(3), 6(7) and 6(12) hereof, the Bank shall be entitled to exercise the right specified in clause 7 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 Applicable Law;

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 Applicable Law, 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 Instrument 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 and the Addendum;

3) upon application for partial or full early repayment to the Bank of the money provided under the Agreement and the Addendum, 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 Debt under the Instrument in part or in full in accordance with the terms specified in the Individual Agreement Article 4-1 of the Accession 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 Instrument extended for up to 1 (one) year, and upon expiration of 1 (one) year from the date of the Instrument 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 and (or) Addendum 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 and (or) the Addenda or by taking other actions:

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

to demand that the Borrower repay all Instruments and Debts, and the amount of performance under any other obligations to the Bank, within 2 (two) Business Days by a lump sum payment of the total amount and (or);

to foreclose on the Security (either of them) provided or to exercise other rights applicable to the Security in the manner determined by the Applicable Law and (or);

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

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, and (or) pay the interest for more than 40 (forty) calendar days;

4) if the Borrower has overdue debts under several bank loan agreements and/or facility 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 and (or) the Addendum;

6) to request the Borrower to provide information and documents related to the fulfillment of the terms and conditions of the contract/bid/tender secured by the bank guarantee;

7) to assign its rights and transfer obligations under the Agreement and the Addendum 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) to block the Borrower’s bank account credited with the amount of a short-term bank loan to cover the bank guarantee (to suspend debit transactions on such account) until it is transferred to the beneficiary’s account;

10) to a reverse claim to the Borrower in the amount of the obligation performed by the Bank under the bank guarantee in favor of the beneficiary, in accordance with the laws of the Republic of Kazakhstan, the Borrower’s application offer with the Bank’s acceptance/Addendum, the bank guarantee and the Agreement, and all expenses incurred by the Bank, commissions and fees provided for by the Agreement/the Borrower’s application offer with the Bank’s acceptance/Addendum/the Bank tariffs;

11) to demand that the Borrower pay the amounts due under bank guarantees, including fees, expenses, costs incurred in connection with the fulfillment of obligations by the Bank under bank guarantees issued under the Agreement, losses, forfeits; to withdraw the said amounts from any bank accounts of the Borrower by direct debiting;

12) if the Borrower refuses the service of a bank guarantee before the bank guarantee is signed by the Bank’s authorized representatives, upon early cancellation of the bank guarantee, etc., not to refund the previously paid commission fee, according to the Agreement/the Borrower’s application offer with the Bank’s acceptance/Addendum/bank guarantee;

13) if the Instrument is provided in the form of a bank loan, on the day of the Instrument, to withdraw by direct debiting the lump-sum commission fee from the loan amount credited to the respective bank account of the Borrower;

14) 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;

14-1) 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;

15) the Bank shall have other rights stipulated by the Agreement, Financing Agreements, 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 and (or) relevant Addendum, 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 and Addenda;

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 (being a legal entity) 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 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.

Any disagreements regarding the increase in the interest rate, including the Borrower's appeal to the court, shall not affect the Borrower's obligation to pay the interest at the new rate;

2) not to restrict the Borrower or 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 Instrument Debt, except for cases of partial or full early repayment of the principal before the expiration of 6 (six) months from the date of the Instrument extended for up to 1 (one) year, and before the expiration of 1 (one) year from the date of the Instrument 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 and the Addendum;

6) upon the Borrower's application for partial or full early repayment to the Bank of the money provided under the Agreement and the Addendum, 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 and (or) the Addendum towards their improvement, in the manner provided for in the Agreement;

8) upon any delay in fulfilling the obligations, however, not later than twenty<sup>1</sup>/ten<sup>2</sup> 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 or the Addendum, and the need to make payments thereunder, 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 or the Addendum.

The notice shall be deemed delivered if 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).

<sup>1</sup> The specified period of notice is valid until 01 October 2024.

<sup>2</sup> The specified period of notice is valid from 01 October 2024.

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 other 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 introduce new types of fees or other payments under the Agreement;

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

11) not to suspend unilaterally the issue of the new Instruments under the Agreement, except for the following cases:

stipulated by Article 4-6 of the Accession Agreement;

violation by the Borrower of its obligations under the Agreement;

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;

changes in the requirements of the legislation of the Republic of Kazakhstan affecting the proper execution of the Agreement by the Bank;

significant change (by more than 25%) of the exchange rate set by the Bank as of the date of the Transaction against the exchange rate set by the Bank as of the date of the Agreement, when the Borrower utilizes the Credit Line in a currency other than the Limit currency;

changes in the terms and (or) sources of attraction and (or) formation of credit resources by the Bank, including, but not limited to (from the date of the Agreement):

- adoption of relevant resolutions by the authorized bodies of the Republic of Kazakhstan and/or;

- increase (by more than 0.1%) of the reference rate of the National Bank of the Republic of Kazakhstan and/or;

- an increase (by more than 5%) of the exchange rate of foreign currency (US dollars, euro, Russian ruble, yuan) to tenge and/or;

- inflation (more than 5%);

12) when concluding an agreement containing conditions for transfer of the Bank's right (claim) under the Agreement and the Addendum 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 and the Addendum 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 Instrument 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 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](http://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 – 3<sup>rd</sup> (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 5 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](http://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 by the Borrower of the Instrument under all Addenda, and in the absence of any other outstanding obligations to the Bank on the part of the Borrower hereunder.

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), except when Addenda are not concluded with all those parties who the Agreement has been concluded with (pursuant to Article 2-1(1) of the Accession Agreement). The Agreement, all annexes thereto, Addenda, and Security Agreements, shall constitute a single legal instrument, and each of them shall mutually be an integral part of each other.

5. 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 Individual 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.

6. 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.

7. Capitalized terms used in the Agreement and the annexes thereto shall have the following meanings, unless the context of the Agreement provides otherwise:

Addenda	agreements (transactions) concluded between the Parties; accessory agreement; the Borrower's application, the Borrower's application offer with the Bank's acceptance in the form of the issue by the Bank of a bank guarantee, under and in pursuance of the Agreement, which specify (establish) the terms and conditions for obtaining certain Instruments, and agreements between the Parties (or between the Bank and third parties), which are related to the Agreement, and have a reference in any form to the Agreement, including Security Agreements.
Instruments or Financial Instruments	bank loan, bank guarantee, letter of credit, contingent liabilities, bank surety, bill of exchange guarantee, bill discounting, leasing, factoring, forfeiting, other types of financial instruments or forms of lending.
Limit	the maximum amount of the Financial Instruments.
Available Funds	the unutilized amount of the Limit or a part thereof within the Availability Period under the Agreement.
Debt	the Instrument amount obtained by the Borrower under completed transactions (including the amount of guarantees, letters of credit issued by the Bank in favor of third parties, outstanding (not repaid) by the Borrower, and other amounts (interest, increased interest, forfeit, commission fee, etc.), regardless of whether the Bank has paid the amount at the request of the beneficiary) payable by the Borrower to the Bank under the terms and conditions of the Agreement and Addenda. In the text, the term "Debt" may expressly mean the amount of debt under a separate Addendum.
Credit Line	repeated financing of the Borrower by the Bank under the Agreement in the form of bank loans, letters of credit, bank guarantees, bill of exchange guarantee, bill discounting, and other forms of lending, or other provision of any funds both in favor of the Borrower and third parties under the Addenda.
Revolving nature	the debt limit set by the Agreement and whereunder the Instruments shall be issued and repaid. In this case, the part of the Instruments to be repaid shall increase the available debt limit balance.
Non-revolving nature	shall mean the provision of the Instruments within the established limit, whereby the repaid part of the Instruments does not increase the available credit limit.
Security	pledge, guarantee, surety, retention of property, advance deposit, and other methods to secure the performance of the Obligations provided for by the Applicable Law, the Agreement, the Addenda or other agreements (transactions), including, but not limited to, the transactions entered into by the Bank with third parties.
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.
Obligations	obligations (liabilities) of the Borrower under the Agreement, the Addenda, including obligations to repay the Debt, and other obligations of the Borrower to the Bank, which already exist as of the date of the Agreement, and obligations of the Borrower to arise in the course of execution of the Agreement under the Addenda.
Transaction	extension of the Instrument, scheduled/early partial repayment of the Instrument, full repayment of the Instrument, within the Limit set under the Agreement.
Availability Period	a period of time when the Borrower may request from the Bank to disburse the Credit Line (obtain any Instrument), starting from the date of the Agreement and ending on the Availability Period expiration date as determined by the Agreement.
Increased Interest	an amount calculated as follows: outstanding debt balance (principal and interest) * number of overdue days * penalty rate/360 days (per year)
Applicable Law	law of the Republic of Kazakhstan.
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).
Credit Line Term	a period of time when the Borrower may obtain the Instruments, and on the last day whereof the Borrower shall be obliged to repay the Debt to the Bank under the Agreement, unless another repayment (payment) period is provided for by the Agreement.
Personal Data Consent	consent to the collection and processing by the Bank of the Data Subject's Personal Data.
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.
Data Subjects	individuals who the Personal Data relate to (including affiliated individuals of the Borrower, partners – individuals of the Borrower, participants, ultimate owners of the Borrower who are individuals);
Covenant	an obligation of the Borrower under the Agreement to perform a certain action or refuse to perform it
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.
Tranche	a part of the amount of the Instruments disbursed under the Agreement: i) when entering into the Addendum on the basis of written applications of the Borrower; ii) in the form of bank guarantees, at the discretion of the Bank, through: 1) the Borrower's application offer with the Bank's acceptance; 2) entering into the Addendum on the basis of the Borrower's written applications.
<i>Daily payment</i>	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.
<i>Monthly payment</i>	the amount of money sufficient to cover a scheduled payment within the timeframes stipulated by the Agreement as per the payment schedule.
<i>Card</i>	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.

<i>Security Deposit</i>	the amount of money that the Borrower transfers to the Bank to secure the performance of obligations under the Agreement.
<i>Operation/ /Payment/Transaction/QR</i>	a non-cash transaction for goods/services made using a card in the Merchant's online store.
<i>Merchant</i>	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
<i>Account</i>	Borrower's bank account opened with the Bank
<i>POS terminal</i>	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

**Article 9. Legal Addresses and Details of the Parties**

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