

### **Overdraft Agreement Standard Terms and Conditions (Accession Agreement)**

These standard terms and conditions (the “Accession Agreement”) have been developed by Halyk Bank Joint Stock Company (the “Bank”) to be applied when entering into an overdraft agreement in the manner prescribed by Article 389 of the Civil Code of the Republic of Kazakhstan, and determine the standard terms and conditions of the Agreement under SME lending programs.

The Agreement, incorporating these standard terms and conditions, shall be entered into by signing an individual overdraft agreement (application for accession) (the “Individual Agreement”) by and between the Bank and the borrower (the “Borrower”).

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

Unless otherwise stated in the Agreement, in the event of a co-borrower’s (the “Co-Borrower”) participation 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 collectively be referred to as the Borrower in the text of the Agreement.

#### **Article 1. General Terms and Conditions of the Agreement**

1. The Bank shall provide the Borrower with overdrafts on the terms and conditions set forth in the Individual Agreement and the Accession Agreement, to the extent they do not conflict with the Individual Agreement. The Individual Agreement and the Accession Agreement shall form integral parts of each other and shall hereinafter be collectively referred to as the “Agreement”.

The date and place of entering into the Agreement, its number, details of the Bank and the Borrower (hereinafter collectively referred to as the “Parties”, and individually as the “Party”), the purpose, amount, currency, and term of the Overdraft shall be determined in the Individual Agreement.

The term of use of the Overdraft shall commence on the day following the day of the payment made using the Bank’s funds, and shall end on the day the Availability Period expires, when the Overdraft was received.

2. The type of interest rate for using the Overdraft (the “interest”), the interest rate in annual percentage terms, the interest rate in reliable annual effective comparable terms (the “AEIR”) as of the date of the Agreement, the method of calculating a floating interest rate if one is stipulated in the Agreement, shall be determined in the Individual Agreement.

3. The method, procedure, and frequency of repayment of the Overdraft and interest debt, and the priority of repayment of debt under the Agreement shall be determined in the Individual Agreement.

4. In the event of a breach of obligations to repay the Overdraft and/or pay interest, the Borrower shall pay the Bank a penalty the calculation and amount whereof shall be specified in the Individual Agreement.

In this case, the Borrower shall be obliged to reimburse the Bank for expenses (losses) incurred as a result of the Borrower’s breach of obligations under the Agreement, including, but not limited to:

- 1) expenses for the payment of notary services;
- 2) any other documented expenses (losses) of the Bank in connection with the entering into the Agreement and the performance by the Parties of their obligations thereunder, and other expenses related to the maintenance of the Overdraft.

5. A complete list of fees and other payments, and amounts thereof, payable in connection with the issue and maintenance of the Overdraft, the measures taken by the Bank in case of non-performance

or improper performance by the Borrower of obligations under the Agreement, and the term of the Agreement, shall be determined by the Individual Agreement.

6. The Bank and the pledgor shall enter into movable property pledge agreements without the need for such agreements to be signed by all Parties. The Borrower, who is not the pledgor, shall not participate in the negotiation of the terms and conditions of the pledge agreements, but shall be entitled to request copies of such agreements from the Bank in order to familiarize themselves with their terms and conditions. Movable property pledge agreements entered into by and between the Bank and the pledgor, without being signed by all Parties, shall be deemed by the Parties as duly executed, legally valid, and having legal consequences for the Parties in accordance with their terms and conditions.

7. In the event of a breach of obligations by the Borrower under the Agreement, the terms for performance of all obligations of the Borrower under the Agreement shall be deemed to have occurred, and the Bank shall be entitled to demand their performance.

8. The Borrower's liability under the Agreement shall not be limited by force majeure circumstances, which are not recognized by the Parties as grounds for relieving the Borrower of liability, except in cases expressly provided for in the Agreement.

9. Repayment of the Overdraft amount, interest, increased interest, penalties, fees, losses, and expenses, including those related to the Borrower's violation of any obligations under the Agreement, shall be carried out by the Bank daily through debiting funds credited to the Borrower's Account without the Borrower's acceptance.

10. The term when the Borrower is obliged to provide the Bank with information, documents, including, but not limited to, regarding the elimination of comments on the project, and the terms of such provision/elimination of comments, shall be determined by the Bank and brought to the Borrower's attention by sending a written notice, which shall form an integral part of the Individual Agreement and be subject to unconditional fulfillment by the Borrower.

## **Article 2. Other Terms and Conditions**

1. The Overdraft shall be issued to the Borrower in an amount not exceeding the Overdraft Limit.

During the term of this Agreement, the Borrower shall be entitled to repeatedly draw down the Overdraft in Tranches within the established Limit and the Overdraft Term.

2. The amount of the Overdraft issued to the Borrower shall be determined by the Bank independently based on the analysis of the Applicant, based on the information provided thereby, as well as the information obtained by the Bank from other sources, including a credit report from the credit bureau.

3. The overdraft limit shall be established on a revolving basis. Upon repayment of the Overdraft debt during the Availability Period, the Borrower gains the right to receive new Overdrafts up to the entire amount of the Overdraft Limit.

4. The Bank's acceptance of an Overdraft request shall be considered to be the Bank making a payment under a document stipulated in the Individual Agreement.

5. The fact of providing the Borrower with an Overdraft shall be confirmed at the moment the Borrower makes a transaction (transactions) exceeding the amount of such transaction over the amount of the Borrower's own funds in the Account. The document confirming the fact of the Bank providing an Overdraft to the Borrower shall be the Account statement as of the date the Overdraft is issued to the Borrower.

6. A tranche under the Overdraft Limit shall be considered extended from the moment the funds are credited to the Borrower's Account.

7. The grounds for extending a Tranche to the Borrower shall be the documents received by the Bank for execution, subject to the following conditions being met:

- insufficient funds of the Borrower in the Account to execute the document in full or in part;

- no restrictions on the disposal of funds/ no queue of unexecuted overdue instructions;
- no overdue debt on principal and/or interest, fees, penalties, and other payments on previously issued Tranches under the Agreement and other obligations of the Borrower to the Bank.

8. The date and time of Overdraft issue shall be the date and time of the transaction specified in clause 4 hereof. The date of Overdraft repayment shall be the debiting of funds from the Borrower's account(s) held with the Bank to repay the Overdraft debt.

When calculating interest for Overdraft use, the exact number of calendar days shall be considered, with a year being equal to 360 days.

9. Interest for Overdraft use shall be accrued based on the actual Overdraft balance and daily, based on the actual number of days the Overdraft is used, excluding the first day of use and including the day of repayment.

10. In the event the Bank assigns its rights (claims) under the Agreement to a third party, the requirements and restrictions imposed by the laws of the Republic of Kazakhstan on the relationship between the Bank and the Borrower under the Agreement shall apply to the legal relationship between the Borrower and the third party who the rights (claims) have been assigned to.

11. The Overdraft may not be used by the Borrower for the following purposes:

- executing collection orders, payment request-orders, and other payment documents held in the Bank's files;
- transferring own funds to their bank accounts opened with other second-tier banks;
- repayment of scheduled/overdue debt on the principal and payment of interest on loans and contingent liabilities (guarantees/letters of credit) to the Bank and other second-tier banks;
- restructuring debt at financial organizations;
- payment of obligations to a person being a related party of the Bank; purchasing any property from such person, as well as securities issued by such person, in accordance with the laws of the Republic of Kazakhstan.

### **Article 3. Amendment of the Agreement Terms and Conditions to the Benefit of the Borrower**

The Bank shall be entitled to amend the terms and conditions of the Agreement unilaterally in cases where they are improved for the Borrower, as provided for in Article 34-3 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan."

The Bank shall notify the Borrower of the application of improved terms and conditions to the Agreement in one of the ways specified in Article 7-4 of the Agreement, no later than 14 (fourteen) calendar days before their intended effective date.

If the Bank does not receive a written refusal from the Borrower to apply the improved terms and conditions proposed by the Bank to the Agreement within the specified period, they shall be deemed accepted by the Borrower.

However, in the event of receiving a written refusal from the Borrower or Co-Borrower/any of the Co-Borrowers, such terms and conditions shall be deemed rejected by both the Borrower and the Co-Borrower/all Co-Borrowers.

### **Article 4. Financial Information**

The Borrower shall submit to the Bank upon request:

- financial statements and other information that the Bank may request under the Agreement and in accordance with the Applicable Law, including the information verified by an independent auditor, in the form and as of the date determined by the Bank. In the event of non-performance and/or improper performance by the Borrower of its obligations under the Agreement, the Bank shall be entitled to independently appoint an audit the costs whereof shall be reimbursed by the Borrower;

- at a frequency determined by the Bank – a document confirming the presence or absence of the Borrower's debt to the budget.

**Article 5. Early Repayment, Refusal, and Suspension of Financing**

1. The Borrower shall be entitled to repay to the Bank the Overdraft amount (in full or in part) with the Bank's written consent, having previously notified the Bank in writing or by other means:

- one business day in advance;
- two (2) business days in advance, in the case of application to the Bank's district division and/or oblast/regional/city branch of the Bank that did not participate in the issue of the Overdraft and, accordingly, are not specified in the Individual Agreement.

2. The Borrower shall be entitled to repay to the Bank early the entire amount of interest due to the Bank under any Overdraft with notification to the Bank of such prepayment, however no later than three (3) business days before the date of prepayment, unless otherwise agreed by the Parties.

3. At any time, the Bank shall be entitled to demand early repayment of all of the Borrower's debts under all Overdrafts issued on the basis of this Agreement. To do so, the Bank shall send a request to the Borrower no earlier than 10 (ten) months before the repayment date specified in such request. The Borrower shall repay its debt under the Overdrafts issued on the basis of the Agreement either in a single payment or in installments before the early repayment date specified in the Bank's request. No penalty shall be charged for such early repayment of the Overdraft amount.

4. Upon receipt of the Bank's request pursuant to clause 3 hereof, the Borrower shall pay to the Bank the interest at the rate specified in the Agreement, reduced by 1% (one percent) per annum. The Borrower shall pay this interest from the date of the Bank's request until the repayment of all debts under the Agreement specified in the request.

5. The Bank shall be entitled to refuse to issued an Overdraft 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, violated its obligations to the Bank under the Agreement and under other contracts entered into with the Bank;

2) the Borrower has violated the terms for maintaining Average Monthly credit turnover on its bank accounts opened with the Bank;

3) the person providing the Security has defaulted on its obligations under the Security Agreement;

4) a seizure, restriction on disposal, or enforcement action has been taken by third parties against the Borrower's or Pledgor's property;

5) the security has been lost or invalidated, and the Borrower has not provided alternative security acceptable to the Bank;

6) the Borrower is involved in legal proceedings as a defendant with a claim amount equal to or exceeding 5% (five percent) of the Borrower's total debt under the Agreement;

7) involvement of the party providing the Security in legal proceedings to dispute the pledgor's ownership of the collateral item;

8) detection of cases where the Borrower submits inaccurate reporting on its financial condition and/or revenue, and/or deterioration of the Borrower's financial condition identified as a result of the Bank's monitoring;

9) reorganization of the Borrower, a third party files a claim to declare the Borrower bankrupt, or the introduction by a court decision of any of the procedures applicable in bankruptcy or rehabilitation;

10) misuse of Overdrafts;

11) upon any unfulfilled requirements/restrictions from authorized bodies and third parties regarding the Borrower's Account (records);

12) if the Bank has written resolutions (other documents) on suspending transactions on the Borrower's accounts and/or on the seizure of funds in such accounts;

13) filing a claim to declare the Agreement and (or) the Security Agreement invalid and/or non-

concluded and/or challenging the same in whole or in part, or the threat of such circumstances arising;

14) in the event of overdue loan debt under other obligations to the Bank and other second-tier banks;

15) changes in the laws of the Republic of Kazakhstan affecting the proper performance of the Agreement by the Bank;

16) issue of an Overdraft will result in exceeding the maximum limit established by law regarding the risk exposure per borrower with respect to the group of debtors affiliated with the borrower;

17) issue of an Overdraft will cause the Bank to violate applicable law, including requirements for compliance with prudential regulations, for as long as the probability of such violation persists;

18) deterioration of the Borrower's financial condition identified through monitoring conducted by the Bank;

19) any third parties affiliated (related) with the Borrower have violated at least one of their obligations to the Bank;

20) if, after the entering into the Agreement, the Bank becomes aware that the Borrower is a related party of the Bank;

21) in the event of the impossibility of taking measures for proper due diligence as stipulated by the laws of the Republic of Kazakhstan, and in the event of suspicions that the Borrower is using business relations for the purpose of legalization (laundering) of illegally gained income or financing of terrorism;

22) in the event of suspicion that debit transactions on the account are performed for the purpose of legalization (laundering) of illegally gained income or financing of terrorism;

23) the Borrower has violated the representations given in the Agreement, and/or the Bank has grounds to believe that the Overdraft may be used by the Borrower for purposes that could lead to such violations;

24) the Borrower's removal from the registration records as an individual entrepreneur with the state revenue authority;

25) upon the Borrower applying to a competent authority with a statement requesting the application of the out-of-court bankruptcy procedure based on the grounds stipulated by the Law of the Republic of Kazakhstan "On Restoration of Solvency and Bankruptcy of Individuals of the Republic of Kazakhstan";

26) the Borrower has committed other violations of the terms and conditions of the Agreement (including violations of obligations under the Agreement) or another agreement entered into with the Bank,

upon the occurrence of events or the performance of actions that, over time, may lead to the occurrence of the aforementioned events, non-performance and/or improper performance of obligations under the Agreement, including violations of obligations under the Agreement and obligations under other agreements entered into with the Bank.

6. In the event of a breach of obligations by the Borrower under the Agreement:

1) the terms for performance of all obligations of the Borrower under the Agreement shall be deemed to have occurred, and the Bank shall be entitled to demand their performance;

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

7. In the cases specified in sub-clauses 1), 3), 7) and 13) of clause 5 hereof, the Bank may, at its discretion, exercise the right specified in clause 6 hereof, or require the Borrower to restore the Security (if applicable) or replace it with other unencumbered, equivalent and liquid Security, or provide additional Security acceptable to the Bank.

## **Article 6. Rights and Obligations of the Parties. Restrictions to the Bank**

### **1. The Borrower shall be entitled to:**

1.1) if the date of principal and (or) interest payment falls on a weekend or a public holiday, 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 Overdraft use as of the date of payment;

1.2) upon application, within three business days, at no charge, and once a month, 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;

receive, upon application, within no more than three business days and at no charge, however no more often than once a month, in writing, the information on the breakdown (into principal, interest, fees, penalties, and other types of fines, and other amounts payable) of funds received in settlement of the debt under the Agreement;

1.3) upon application for partial or full early repayment to the Bank of funds extended under the Agreement, receive, at no charge, within no more than three business days, in writing, the information on the amount due, broken down into principal, interest, fees, penalties, and other types of fines, as well as other amounts payable.

1.4) repay early the Overdraft Debt partially or in full in accordance with the terms and conditions specified in the Individual Agreement and Article 5-1 of the Accession Agreement, however in any case without paying any penalties or other types of fines for early repayment after 6 (six) months from the date of the Overdraft issued for a term of up to 1 (one) year, and after 1 (one) year from the date of the Overdraft issued for a term of over 1 (one) year;

1.5) within 14 (fourteen) calendar days from the date of a written notification from the Bank regarding amendments to the Agreement that improve the terms and conditions for the Borrower, refuse the improved terms and conditions offered by the Bank;

1.6) submit a written request to the Bank in case of disputes regarding the services received.

## **2. The Bank shall be entitled to:**

2.1) in the event the Borrower breaches obligations under the Agreement, by sending a request to the Borrower in a manner stipulated in the Agreement, or by taking other actions:

declare the amounts of the Available Funds cancelled and/or;

demand that the Borrower repay all Overdrafts and Indebtedness, as well as the amount of performance under any other obligations to the Bank within 2 (two) business days by making a single payment of the total amount and/or;

foreclose on the provided Security (any of it) or exercise other rights applicable to the Security, in the manner determined by Applicable Law and/or;

take other measures provided for by the laws of the Republic of Kazakhstan and/or the Agreement;

2.2) verify the intended use of the Overdraft;

In the event the pledgor prevents the Bank, under the relevant pledge agreement (Security Agreement), from exercising its right to verify the existence and safety of the collateral, or from providing the Bank with relevant documents and information related to the collateral, demand that the Borrower fulfill its obligations under the Agreement, and if this demand is not met, foreclose on the collateral;

2.3) demand that the loan be repaid early and interest be paid in the event of the Borrower failing to repay the next portion of the loan and/or pay interest by more than 40 (forty) calendar days;

2.4) if the Borrower has overdue debt simultaneously under several bank loan agreements and/or facility agreements, repay the debt as determined by the Bank independently;

2.5) suspend the accrual of interest, increased interest, and other penalties in accordance with the Bank's internal documents in case of a breach by the Borrower of the obligation to pay interest in accordance with the terms and conditions of the Agreement;

2.6) 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 collection agencies, without any consent from the Borrower;

2.7) when the Bank withdraws funds in KZT from the Borrower's bank accounts to repay foreign currency debt, and also in the event the Borrower transfers funds in KZT to the Bank to repay foreign

currency debt, convert these funds into foreign currency at the Bank's current foreign currency selling rate, charging the Borrower the fees for such conversion in accordance with the Bank's applicable tariffs at the time of the transaction;

2.8) on the date of Overdraft issue, debit the amount of the one-time commission fee from the loan amount credited to the Borrower's corresponding bank account without prior acceptance;

2.9) in the event of early repayment of the loan, demand priority repayment of accrued and unpaid interest, including the interest that was accrued and deferred as of the date of such repayment;

2.10) terminate business relations with the Borrower by repudiating the Agreement in the following cases:

the occurrence of suspicions during the examination of transactions that the business relations are being used by the Borrower for the purpose of legalization (laundering) of illegally gained income or financing of terrorism;

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

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

the Bank having grounds to believe that the Borrower's/Borrower's counterparty's transactions fall under, or are aimed at, circumventing international economic sanctions;

as determined by the bank account agreement;

2.11) if there is information regarding the potential insolvency of the Borrower, demand early repayment of all debt under the Agreement, including all received Overdrafts;

2.12) request and receive all necessary information about the Borrower's financial condition, and verify its financial position;

2.13) at its discretion, waive any penalties provided for in the Agreement;

2.14) require the Borrower (representative thereof) to provide information and documents necessary for the identification of the Borrower (representative thereof), the identification of the ultimate beneficial owner, and the information on tax residency, type of activity, and the source of funding for transactions;

2.15) the Bank has other rights provided for in the Agreement, Financing Agreements, Security Agreements, and the Applicable Law.

### **3. The Borrower shall be obliged:**

3.1) to ensure that funds are credited to the Accounts on all transactions made while using the Overdraft, in amounts sufficient for its full and timely repayment;

3.2) to take into account that the total amount of all issued and outstanding Overdrafts must not exceed the Overdraft Limit;

3.4) to reimburse the Bank for all additional expenses incurred by the Bank in collecting amounts due from the Borrower under the Agreement, within 5 (five) business days from the date of the relevant request;

3.5) to submit to the Bank the necessary documents regarding its financial and economic activities within 3 (three) business days from the date of the relevant request;

3.6) immediately, however in any case within no more than 2 (two) business days, to notify the Bank of all circumstances that may negatively affect the repayment of the debt under the Agreement;

3.7) to notify the Bank within 3 (three) calendar days of opening accounts with other second-tier banks, changes to its registered address, amendments to its constituent documents, changes in the composition of owners/members/shareholders, changes in governing bodies, including the executive body, changes to contact details, with the submission of supporting documents, and changes in status from resident to non-resident;

3.8) to use the Overdraft solely in accordance with its intended use as specified in the Agreement;

3.9) without the prior written consent of the Bank:

not to enter into pledge agreements or otherwise create any encumbrances on its assets, property, current and future income, accounts receivable;

not to apply for or extend loans, issue guarantees, change the size of the authorized capital (issued

shares), or enter into other transactions of a similar legal nature exceeding 10% (ten percent) of the book value of the Borrower's assets (equity);

not to voluntarily reorganize or liquidate itself;

not to establish subsidiaries or other legal entities (independently or with third parties);

not to change the Borrower's main activity or commence a new one;

3.10) not to allow:

any changes in the composition of the Borrower's participants (shareholders), the number of authorized shares/reduction in the authorized capital;

any change of the Borrower's CEO or CEO of a major participant/shareholder of the Borrower being a legal entity;

3.11) not to distribute dividends or income in any other form among the Borrower's shareholders (participants);

3.12) not to use the borrowed funds to repay other obligations (indebtedness) of the Borrower to the Bank/other banks;

3.13) not to transfer its rights under the Agreement to a third party;

3.14) to provide and ensure the provision to the Bank, including upon the Bank's first written request:

properly executed Consents for Personal Data of Data Subjects;

current and accurate Personal Data of Data Subjects;

3.15) to submit to the Bank the information and documents necessary for the Bank to fulfill its obligations in accordance with the laws of the Republic of Kazakhstan, including information on beneficial owners;

3.16) to take measures to prevent instances of: revocation of Personal Data Consents provided to the Bank, challenging the validity of such consents, declaring them invalid by anyone, Data Subjects submitting requests for the destruction, blocking, or anonymization of Personal Data thereof provided to the Bank; the application of measures to the Bank for violations of personal data laws due to the non-performance or improper performance by the Borrower, third parties, of obligations under the Agreement related to the provision/ensuring the provision of Personal Data Consent to the Bank and/or Personal Data of Data Subjects;

3.17) to reimburse the Bank for any expenses and losses incurred thereby in the event of any measures being applied to the Bank for violation of personal data laws due to the non-performance or improper performance by the Borrower, third parties of obligations under the Agreement related to the provision/ensuring the provision to the Bank of Personal Data Consent and/or Personal Data of Data Subjects;

3.18) to consider the claims sent by the Bank and fulfill the requirements specified therein within ten calendar days from the date of the Bank's claim, unless a different term is specified in such claim;

3.19) not to assume obligations and/or conditions to third parties, including second-tier banks and organizations engaged in certain types of banking operations, that provide for: the transfer to third parties of all or part of the Borrower's and its affiliates' money turnovers; full or partial settlement and cash services for the Borrower and its affiliates by third parties; the provision of any other banking services to the Borrower and its affiliates by third parties;

3.20) to duly fulfill all other obligations assumed under the Agreement.

#### 4. **The Bank shall be obliged:**

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

violation by the Borrower of obligations to provide accurate information related to obtaining and maintenance of the Overdraft, in cases provided for in the Agreement;

the Bank's right to demand early performance of the Borrower's obligations under the Agreement arises in cases provided for by the Civil Code of the Republic of Kazakhstan, and in cases of:

a change in the composition of participants (shareholders) of the Borrower being a legal entity, collectively owning 10 (ten) or more percent of shares (equity interests), without prior written notification to the Bank;

violations by the Borrower and/or pledgor of the Bank's right, as a pledgee, to verify on the basis of documents and in fact the availability, size, condition, and storage conditions of the Collateral, as well as claims made by third parties against the property of the Borrower and/or Pledgor, including property provided as Collateral;

claims made by third parties against the property of the Borrower;

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

5 (five) business days before the expected increase in the interest rate, the Bank will send the Borrower a written notice of the reasons for the increase in the interest rate, indicating the new interest rate;

within 5 (five) business days from the date the Bank sends such notice, the Borrower agrees to the new interest rate or provides the Bank with reasonable written objections. The Borrower may refuse the new interest rate and, within the term specified in this clause of the Accession Agreement, fully and prematurely repay its debt;

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

If the Parties fail to reach an agreement on the objections, the Borrower shall be entitled to refer them to court for resolution.

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

4.2) not to restrict the Borrower or the pledgor in the choice of insurance organization and/or appraiser, if the terms and conditions of the Agreement and/or Security Agreement stipulate requirements for entering into insurance contracts and/or conducting an appraisal to determine the market value of the property constituting the Security, and also impose on the Borrower (being an individual) the obligation to insure their life and health;

4.3) not to charge penalties or other types of punitive sanctions for early repayment of the Overdraft Debt, except in cases of partial or full early repayment of the principal within 6 (six) months from the date of receipt of the Overdraft issued for a term of up to 1 (one) year, or within 1 (one) year from the date of receipt of the Overdraft issued for a term of more than 1 (one) year, in the manner and on the terms provided for in Article 5 of the Agreement;

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

4.5) upon the Borrower's request, at no charge and no more than once a month, to provide in writing within no more than three business days the information on the breakdown (into principal, interest, fees, penalties, and other types of fines, and other amounts payable) of funds received in settlement of the debt under the Agreement;

4.6) upon the Borrower's request for partial or full early repayment of funds extended under the Agreement to the Bank, at no charge, within no more than three business days, to inform the Borrower of the amount due for repayment, broken down into principal, interest, fees, penalties, and other types of fines, and other amounts payable.

4.7) to notify the Borrower of amendments to the terms and conditions of the Agreement towards their improvement, in the manner prescribed by the Agreement;

4.8) in the event of a delay in fulfilling an obligation, however no later than ten calendar days from the date of its occurrence, to notify the Borrower in a manner and within the timeframes stipulated in the Agreement:

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

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

The notification shall be deemed to have been delivered if it is sent to the Borrower by one of the following methods stipulated in the Agreement:

to the email specified in the Agreement;

to the place of residence specified in the Agreement, by registered mail with acknowledgment of

delivery, including receipt by one of the adult members of the Borrower's family residing at the specified address;

using other means of communication that ensure confirmation of receipt of the notification by the Borrower (including via Onlinebank Halyk system).

In the event of the notification being returned with a mark indicating the impossibility of delivering it to the addressee or recipient, or due to a refusal to accept it, and non-confirmation of its acceptance when using other means of communication specified herein, the notification shall be deemed to have been sent properly.

4.9) to consider the Borrower's written request and prepare a written response thereto;

4.10) unilaterally:

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

not to amend upwards the amounts and calculation methods of fees and other payments for loan maintenance established as of the date of the Agreement;

4.11) not to unilaterally suspend the issue of new Overdrafts under the Agreement, except in the following cases:

as provided for in Article 5-5 of the Accession Agreement;

in the event of a breach of the Borrower's obligations under the Agreement;

deterioration of the Borrower's financial condition, identified as a result of monitoring conducted by the Bank in accordance with the requirements of a statutory regulation of the authorized body and/or the Bank's internal credit policy that complies with international financial reporting standards;

changes in the laws of the Republic of Kazakhstan that affect the proper performance of the Agreement by the Bank;

a significant (more than 25%) change in the exchange rate established by the Bank on the date of the Transaction, in relation to the exchange rate established by the Bank on the date of the Agreement, when the Borrower draws down the Credit Line in a currency other than the currency of the Limit;

changes in the terms and conditions 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 authorized bodies of the Republic of Kazakhstan and/or;

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

- an increase in the exchange rate (by more than 5%) of foreign currency (US dollars, euros,

Russian rubles, yuan) against KZT and/or;

- inflation (more than 5%).

4.12) when entering into an agreement containing terms and conditions for the transfer of the Bank's rights (claim) under the Agreement to a third party (the "assignment agreement"), to notify the Borrower (or authorized representative thereof):

before entering into the assignment agreement, about the possibility of transferring rights (claims) to a third party, and about the processing of the Borrower's personal data in connection with such assignment in a manner stipulated in the Agreement or not contradicting the laws of the Republic of Kazakhstan;

about the completed transfer of rights (claim) to a third party in a manner stipulated in the Agreement or not contradicting the laws of the Republic of Kazakhstan, within thirty calendar days from the date of entering into the assignment agreement, indicating the purpose of further payments for the repayment of the Loan to the third party (name and location of the party who the rights (claim) have been transferred to under the Agreement and Addendum), the full scope of the transferred rights (claims), and the outstanding overdue and current amounts of principal, interest, fees, penalties (fines, forfeits) and other amounts payable;

4.13) to consider and prepare a written response to a written request from the Borrower.

## **Article 7. Dispute Resolution. Notifications**

1. The Parties agree to recognize data on machine-readable media as evidence in dispute resolution.

2. The Parties establish that all potential claims hereunder shall be considered by the Parties within

10 (ten) calendar days from the date of receipt of the claim.

3. Disputes and disagreements hereunder shall be resolved in accordance with the laws of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan at the location of the Bank or the Bank branch where the Overdraft was issued, at the Bank's discretion (contractual jurisdiction), except for cases of exclusive jurisdiction.

4. Notifications from the Bank to the Borrower shall be deemed duly served when such notifications are sent by the Bank by one of the following methods: by courier or postal service; by email; by fax; by mobile or other telephone communication; by posting the relevant information at the Bank's branches/divisions/on the website at: [www.halykbank.kz](http://www.halykbank.kz).

Evidence that the notification has been sent includes, but is not limited to, a fax report, a postal stamp, a copy of electronic sending, and a report from a mobile or other telephone operator.

Notifications shall be deemed delivered to the Borrower, and the Borrower shall be deemed duly notified, if the notifications are sent by any of the above-mentioned methods, without the Bank needing to obtain confirmation of receipt, except for notifications delivered in person or via courier service, which are deemed delivered upon direct handover to the Borrower, confirmation by the courier service of inability to deliver due to the Borrower's absence at the delivery address, or refusal by the Borrower to accept the notification.

5. Notifications from the Borrower to the Bank shall be deemed duly given when such notifications are sent by the Borrower: by delivery to an authorized Bank employee with a receipt for delivery; or by courier or postal service.

6. In the event of a change in the Borrower's contact details or banking details that the Bank uses to send notifications, the Borrower shall notify the Bank of such changes within 5 (five) business days of the date of the changes, or, if the Bank determines that a verbal notification of the changes is sufficient, provide the necessary information to the Bank's call center.

7. The Bank shall not be liable for the non-receipt or delayed receipt of notifications by the Borrower, caused by a change in the Borrower's contact details and/or bank details that the Borrower has not notified the Bank of in writing.

8. The Borrower assumes the risks associated with the use of operational communication facilities for the purpose of sending and/or receiving notifications, including, but not limited to: the risk of fraud, unauthorized access to the information sent, non-receipt or delayed receipt of notifications by the Borrower, loss of information before it is received by the Borrower or the Bank, caused by malfunctions in the operation of operational communication facilities and/or failures in the operation of equipment used for sending or receiving notifications.

9. The Bank shall not be liable for any losses of the Borrower in the cases specified in clause 7 hereof, unless the Borrower proves that such losses were caused by the Bank's negligence or intentional breach of its obligations.

## **Article 8. Final Provisions**

1. The Bank shall be entitled to amend this Accession Agreement, which shall take effect from the date of their publication on the Bank's website at [www.halykbank.kz](http://www.halykbank.kz), unless otherwise stipulated therein, and shall apply to Individual Agreements entered into after their entry into force.

Amendments to the Accession Agreement shall apply to Individual Agreements entered into before the entry into force of the such amendments only upon entering into addenda between the Bank and the borrowers to the Individual Agreements, except for amendments that improve the terms and conditions of the Accession Agreement for the Borrower, which the Bank shall be entitled to make unilaterally as provided for in the Accession Agreement.

2. The terms and conditions of this Accession Agreement may be amended by entering into an addendum to the Individual Agreement between the Parties. Such amendments shall apply to the relationship between the Parties under this specific Individual Agreement.

The Bank, as one of the parties to a specific Individual Agreement, shall be entitled to amend the terms and conditions of the Accession Agreement unilaterally, as provided for in the Accession

Agreement, if such amendments improve the terms and conditions for the Borrower. Such amendments shall apply to the relationship between the Parties under this specific Individual Agreement.

3. The terms and conditions of the Individual Agreement, including the terms of its execution, may be amended by the Parties by entering into an addendum thereto, except in cases provided for in the Accession Agreement, including cases of improving the terms and conditions of the Agreement for the Borrower, as established by the Accession Agreement, when the Bank is entitled to make amendments unilaterally, as provided for in the Accession Agreement.

4. All agreements entered into hereunder and all its annexes hereto shall form integral parts hereof, if they are drawn up in writing, signed by the Parties, and certified with their seals (the Borrower's seal is optional). The Agreement and all its annexes shall constitute a single legal instrument, and each of them is mutually an integral part of the others.

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

**Interest** – interest accrued to the Borrower for the use of Overdrafts under the terms and conditions of this Agreement.

**Available Funds** – unused amounts of the Overdraft Limit or part thereof within the Availability Period under the Agreement.

**Overdraft Limit** – the maximum amount stipulated in the Agreement within which an Overdraft is issued to the Borrower.

**Overdraft** – a loan extended within the Overdraft Limit established by the Bank in the event of insufficient funds in the Borrower's Account to make payments exceeding the funds available in the Borrower's Account with the Bank.

**Principal** – the outstanding amount of the Overdraft issued by the Bank to the Borrower under the Agreement.

**Availability Period** – the term when the Borrower is entitled to use the Overdraft, is obliged to repay the Overdraft, and pay interest for its use.

**Personal Data** – information relating to an identified or identifiable Data Subject, recorded on electronic, paper and/or other material media.

**Increased Interest** – a penalty (fine, forfeit) charged to the Borrower in case of late repayment of the Overdraft and/or interest thereon.

**Applicable Law** – the law of the Republic of Kazakhstan.

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

**Average Monthly Credit Turnover** – the total amounts credited to the Borrower's current accounts with the Bank related to the Borrower's business activities (payments for goods/intangible assets/services) made over a specific period (day, month, quarter, half-year, year) and reflected in statements on such current accounts, converted into an average monthly value.

**Data Subjects** – individuals who Personal Data relates to.

**Account** – the Borrower's bank account opened in accordance with the bank account agreement, through which lending is extended.

6. **Tranche** – a portion of funds of the total amount of the Overdraft Limit extended to the Borrower. This Agreement is executed in Kazakh and Russian, both versions having equal legal force for the Parties. In the event of a discrepancy between the language versions of this Agreement, the issue 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**

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