

Standard Terms and Conditions for Financing against the Assignment of a Monetary Claim (Factoring) and Bank Loan Terms and Conditions (Accession Agreement)

These Standard Terms and Conditions for Financing against the Assignment of a Monetary Claim (Factoring) and Bank Loan Terms and Conditions (the “Accession Agreement”) have been developed by Halyk Bank JSC (the “Financial Agent/Bank”) to be used when entering into:

- an agreement for financing against the assignment of a monetary claim (factoring),
- a bank loan agreement,

in the manner provided for by Article 389 of the Civil Code of the Republic of Kazakhstan, and shall determine the standard terms of the agreement for financing against the assignment of a monetary claim (factoring) and bank loans for business entities.

The Accession Agreement using standard terms and conditions is entered into between the Financial Agent/Bank and the Customer/Borrower (hereinafter collectively referred to as the “Parties” or individually as a “Party”) by accession thereby to the Accession Agreement through the submission of an application for financing in the form provided by the Financial Agent/Bank (the “**Application for Financing**”), and if accepted by the Financial Agent/Bank, the acceptance of the Financial Agent/Bank shall be the extension of financing to the Customer/Borrower.

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

Article 1. General Terms and Conditions of the Factoring Agreement

1.1 The Financial Agent shall open a Line for the Customer, within which it shall extend financing to the Customer against the assignment of monetary claims arising from a purchase and sale (supply) agreement/contract (the “Factoring Agreement”) entered into between the Customer and its buyer (the “**Debtor**”).

1.2 The date and place of entering into the Factoring Agreement, its number, the details of the Customer and the Debtor, the amount of and procedure for Financing, the term of the Line, the amount of the Fee and the procedure for its payment shall be determined in the Application for Financing.

1.3 The Financing term shall commence from the date the financing amount is transferred to the Customer’s bank account and include a Grace Period, and these terms shall be determined in the Application for Financing.

1.4 In the event of non-performance or improper performance by the Debtor of its obligations under the Contract, the Customer undertakes to pay the Financial Agent the amount of the assigned monetary claim and the amounts of the Fee for the use of the Financing due to the Financial Agent, taking into account the terms and conditions of the Grace Period. In this regard, to submit a claim to the Customer, the Financial Agent shall not be obliged to take any additional measures against the Debtor (for example, filing a lawsuit, etc.) to ensure the Debtor’s repayment of the overdue debt under the Contract.

Payment of the specified amounts shall be made from all bank accounts of the Customer opened with the Financial Agent on an undisputed (non-acceptance) basis via direct debit on the basis of payment documents provided for by the laws of the Republic of Kazakhstan that do not require the Customer’s acceptance (including payment demands).

1.5 Debt repayment priority under the assigned monetary claim:

1.5.1 in the absence of overdue debt under the Factoring Agreement:

- fees;
- principal;

1.5.2 in the event of overdue debt under the Factoring Agreement:

- expenses incurred by the Financial Agent to obtain performance of obligations to repay the financing amount under the assignment of the monetary claim, payment of the Fee, and penalty (forfeit);
- penalty (forfeit);

- fees (commission fees);
- principal.

1.6. The Financial Agent shall be entitled to independently determine a different priority of financing repayment.

Article 2. Other Terms and Conditions of the Factoring Agreement

2.1 The Application for Financing is submitted via Onlinebank system.

The Financial Agent's acceptance of the Application for Financing shall be its actions to extend Financing, which consist of the Financial Agent transferring the Financing amount to the Customer's bank account.

At the same time, the Bank shall be entitled to refuse to enter into the Factoring Agreement at its own discretion.

2.2 Financing shall be extended in one of the following ways:

2.2.1 in the event that the Customer pays the Fee on the date the Application for Financing is submitted:

- payment by the Financial Agent to the Customer for the assigned claim shall be made for the full amount of the assigned claim in the amount specified in the Application for Financing – on the date the Customer pays the Fee. At the same time, the Bank shall be entitled to deduct the fee amount on the date of payment of the assigned claim by means of a non-acceptance debit of the fee amount from the Financing amount credited to the corresponding bank account of the Customer.

2.2.2 in the event that the Customer pays the Fee after the receipt of the Final Payment, the assigned claim shall be paid by the Financial Agent to the Customer from the amount of the Final Payment in two payments: first and final payment as follows:

1) the first payment according to the Application for Financing (the "First Payment") shall be transferred by the Financial Agent to the Customer's bank account on the day the Application for Financing is received from the Customer;

2) the final payment constituting the difference between the amount of the assigned monetary claim and the amount of the First Payment, the Fees, penalties (forfeits), and other payments due to the Financial Agent under the Factoring Agreement (the "Final Payment"), shall be transferred by the Financial Agent to the Customer's bank account on the day the full payment of the assigned monetary claim is received from the Debtor into the Customer's bank account and the subsequent transfer of the received funds to the Financial Agent's IBAN account.

2.3. For the purpose of a wire transfer of funds from the Customer's bank account opened with the Financial Agent to satisfy the Financial Agent's claim under the assigned monetary claim under the Contract, the Customer shall provide the Financial Agent with a properly executed and signed Standing Order of the remitter in the form provided by the Financial Agent.

2.4. The monetary claim shall be paid by the Debtor to the Customer's bank account opened with the Financial Agent, with the subsequent transfer of funds by the Financial Agent from the Customer's bank account to the Financial Agent's IBAN account on the day of their receipt into the Customer's bank account.

2.5. Payment by the Debtor of the full amount of the assigned monetary claim to the Customer's bank account shall be considered as proper performance by the Debtor of the obligation under the Contract regarding the assigned monetary claim, and the Customer's obligation to the Financial Agent regarding the Financing shall be considered performed as of the date the specified amount of money is credited to the Financial Agent's IBAN account.

The fee shall be charged within the timeframes specified in the Application for Financing.

2.6 The Customer shall not be entitled to transfer its rights and obligations under the Factoring Agreement to third parties without the prior written consent of the Financial Agent.

2.7 Changes to the terms and conditions provided in the Application for Financing shall be made by the Financial Agent submitting a supplementary application, except in cases provided for by the Agreement. Changes to the terms and conditions of the Application for Financing shall be made only subject to the payment by the Customer of the relevant fees and commission fees according to the Financial Agent's tariffs, and, if necessary, the fulfillment of other conditions as decided by the Bank's authorized body and the receipt of all necessary documents.

2.8 New financing against the assignment of a monetary claim (factoring) shall be extended when the Financial Agent receives a new application for financing in the manner provided for by the Agreement.

2.9 Provision by the Customer of payment details to the Debtor (its counterparties) for payment under the Contracts that differ from the bank account opened with the Bank shall be recognized as a material breach of the terms and conditions of the Factoring Agreement and shall entitle the Bank to demand early performance of obligations under the Factoring Agreement.

Article 3. Financing Terms and Conditions (Bank Loan)

3.1 In the event of non-performance or improper performance by the Customer of obligations under the Factoring Agreement, the Bank shall be entitled, at its own discretion, to provide the Borrower with a short-term loan (the "Loan") using the Bank's own funds to settle the Debt under the Factoring Agreement.

The date and place of the Loan Agreement, its number, the details of the Bank and the Borrower, the intended use, amount, currency, and term of the loan shall be determined by the Application for Financing.

3.2 The type of interest rate on the loan (the "interest"), the interest rate per annum, the interest rate on a comparable annual effective basis (the "AEIR") as of the date of the Loan Agreement, and the procedure for calculating the floating interest rate, if one is provided for by the Loan Agreement, shall be determined in the Application for Financing.

3.3 The manner and method of loan repayment, and the priority of debt repayment under the Loan Agreement shall be determined in the Application for Financing.

3.4. In the event of a breach of obligations regarding the repayment of the loan and (or) payment of interest, the Borrower shall pay the Bank a penalty the calculation and amount whereof shall be specified in the Application for Financing.

3.5 The full list of fees and other payments, and amounts thereof, to be charged in connection with the disbursement and maintenance of the Loan, shall be specified in the Application for Financing.

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

Furthermore, the Borrower undertakes to:

1) ensure that there are funds in the Borrower's current account in an amount sufficient to repay the principal and interest, and to pay penalties (forfeit), and other payments in favor of the Bank, within the timeframes provided for in the Application for Financing;

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

The Bank shall accept funds for the repayment of the Loan/Debt on business days.

Payments under the Application for Financing shall be made by the Borrower before 6:00 PM Astana time. If a payment under the Application for Financing is made after 6:00 PM Astana time, such payment shall be recognized to have been made on the following business day.

The measures taken by the Bank in the event of non-performance or improper performance by the Borrower of its obligations under the Agreement shall be determined in the application for financing.

3.6 The term of the Loan shall be determined in the Application for Financing.

3.7 In the event of a breach 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 Application for Financing.

3.8 The Borrower's liability under the Loan Agreement shall not be limited by force majeure circumstances, which the Parties do not recognize as grounds for releasing the Borrower from liability, except in cases expressly provided for by the Loan Agreement.

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

Article 4. Other Terms and Conditions of the Loan Agreement

4.1 The period for calculating interest shall commence on the date following the date the Loan was extended, in respect of the actually extended Loan amount. When calculating interest for the use of the Loan, the actual number of days (according to the calendar) shall be taken into account, while the year shall be assumed to be 360 (three hundred and sixty) days.

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

4.3 In the event of the assignment by the Bank of a right (claim) 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 right (claim) has been assigned to.

Article 5. Amendment of the Loan Agreement Terms and Conditions for the Benefit of the Borrower

5.1 The Bank shall be entitled to unilaterally amend the terms and conditions of the Loan Agreement in cases where such amendments are for the benefit of the Borrower, as provided for by Clause 4 of Article 57 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 applying the improved terms of the Agreement no later than fourteen calendar days prior to their intended effective date.

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

If the Bank does not receive a written refusal from the Borrower with regard to applying the improved terms and conditions proposed by the Bank within the specified period, such terms and conditions shall be deemed accepted by the Borrower.

Article 6. Early Repayment, Refusal, and Suspension of Financing

6.1 The Borrower shall be entitled to repay the Loan to the Bank early (in full or in part) with the written consent of the Bank, having provided prior written notice to the Bank:

- 1) 1 (one) business day in advance;
- 2) 2 (two) business days in advance, in the event of an application to a district division of the Bank and (or) any other oblast/regional branch of the Bank that was not involved in extending the Loan and, accordingly, is not specified in the Agreement.

6.2 The Bank shall be entitled to refuse to extend the Loan to the Borrower and/or demand its early repayment together with accrued interest, or to suspend further financing:

upon the occurrence of any of the following grounds:

- 1) extension of the Loan would result in exceeding the maximum limit established by law regarding the risk exposure per borrower or a group of borrowers being related parties of the Borrower;
- 2) extension of the Loan would cause the Bank to violate the Applicable Law, including requirements for compliance with prudential ratios, for the period during which the probability of such violation persists;
- 3) in the event of the impossibility of taking due diligence measures provided for by the laws of the Republic of Kazakhstan, and in the event of suspicions that the business relations are being used by the Borrower for the purpose of money laundering or the financing of terrorism;
- 4) in the event of suspicions that debit transactions on the account are being carried out for the purpose of money laundering or the financing of terrorism;

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

6.3 In the event of a breach by the Borrower of the obligations provided for by the Agreement:

- 1) the deadlines for the performance of all the Borrower’s obligations under the Agreement shall be deemed to have expired, and the Bank shall be entitled to demand their performance;
- 2) the Bank shall be entitled to foreclose on any other property of the Borrower.

Article 7. Financial Information

7.1 The Borrower undertakes to provide the Bank in a timely manner with:

1) annual financial statements in the composition and forms established by the laws of the Republic of Kazakhstan, no later than 90 (ninety) calendar days from the end of each financial year, unless another period is determined by the laws of the Republic of Kazakhstan;

2) quarterly financial statements in the composition and forms established by the laws of the Republic of Kazakhstan, including consolidated financial statements, throughout the term of the Agreement, unless another frequency of financial reporting and the deadline for its submission are determined by the Bank;

3) upon the Bank's request – financial statements, other reports characterizing the financial condition (financial indicators) of the Borrower, and other information that the Bank may request under the Agreement and in accordance with the laws of the Republic of Kazakhstan, including information certified 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;

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

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

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

Article 8. Rights and Obligations of the Parties

8.1 The Financial Agent/Bank undertakes:

8.1.1 to transfer to the Customer the amount specified in the Application for Financing under the terms of the Agreement;

8.1.2 to notify the Customer within the timeframes and in the manner provided for by the Agreement regarding any delay in the performance of the Customer's obligations and the necessity of making payments under the Agreement.

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

the Borrower violates obligations to provide reliable information related to the receipt and maintenance of the Loan, in cases provided for by the Agreement;

the Bank acquires the right to demand early performance of the Borrower's obligations under the Agreement in cases provided for by the Civil Code of the Republic of Kazakhstan (General and Special parts), and in cases of:

a change in the composition of the Borrower's participants (shareholders) who collectively hold 10 (ten) percent or more of the shares (participation interests), without prior written notification to the Bank.

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

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

within 5 (five) business days from the date the Bank sends such notification, the Borrower shall agree to the new interest rate or provide the Bank with reasoned written objections. The Borrower shall be entitled to refuse the new interest rate and, within the period specified in this sub-clause of the Accession Agreement, to fully repay their debt under the Agreement in advance;

in the event the Bank receives reasoned written objections from the Borrower regarding the new interest rate, the Bank shall take measures related to their review and settlement.

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

8.1.4 not to restrict the Borrower in the choice of an insurance organization and (or) an appraiser, if the terms and conditions of the Agreement provide for requirements to enter into insurance contracts and (or) to conduct an appraisal for the purpose of determining the market value of the property serving as collateral, and not to impose on the Borrower (an individual) the obligation to insure their life and health;

8.1.5 not to charge a penalty or other types of punitive sanctions for early repayment of the Loan, except in cases of partial early repayment or full early repayment of the principal within 6 (six) months from the date of the Loan issued for a term of up to 1 (one) year, or within 1 (one) year from the date of the Loan issued for a term exceeding 1 (one) year, in the manner and on the terms provided for by Article 6 of the Accession Agreement;

8.1.6 not to charge a penalty or other types of punitive sanctions if the repayment date of the principal or interest falls on a weekend or a public holiday, and the interest or principal are paid on the following business day;

8.1.7 upon the Borrower's request, at no charge and no more often than once a month, to provide in writing within 3 (three) business days information on the allocation (to principal, interest, fees, penalties, and other types of fines, and other amounts payable) of the funds received toward the repayment of debt under the Agreement;

8.1.8 upon the Borrower's request for partial or full early repayment of the funds extended by the Bank under the Agreement, at no charge and within 3 (three) business days, to notify the Borrower of the amount due for repayment, broken down by principal, interest, fees, penalties, and other types of fines, and other amounts payable;

8.1.9 to notify the Borrower of any changes to the terms and conditions of the Agreement that improve such terms, in the manner provided for by the Agreement;

8.1.10 in the event of a default in the performance of an obligation, but no later than 10 (ten) calendar days from the date of such default, to notify the Borrower in the manner and within the timeframes provided for in the Agreement:

of the occurrence of a default in the performance of an obligation under the Agreement and the necessity of making payments under the Agreement, specifying the amount of the 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 delivered if it is sent to the Borrower by one of the following methods provided for 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 receipt, including if it is received by one of the adult family members of the Borrower residing at the specified address;

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

In the event that the notification is returned with a note stating the impossibility of its delivery to the addressee or recipient, or due to a refusal to accept it, and a failure to confirm its acceptance when using another means of communication specified herein, the notification shall be deemed properly sent if, in the event of a default in the performance of an obligation, but no later than 30 (thirty) calendar days from the date of such default, the Borrower is notified in the manner and within the timeframes provided for in the Agreement of the necessity of making payments under the Agreement, specifying the amount of the overdue debt and the consequences of the Borrower's failure to fulfill its obligations under the Agreement;

8.1.11 to consider and prepare a written response to a written request from the Borrower;

8.1.12 unilaterally:

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

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

8.1.13 when entering into a loan agreement containing terms for the transfer of the Bank's right (claim) under the Agreement to a third party (the "assignment agreement"), to notify the Borrower (or its authorized representative):

prior to the entering into the assignment agreement, regarding the possibility of the transfer of rights (claims) to a third party, and the processing of the Borrower's personal data in connection with such

assignment, in a manner provided for in the Agreement or not contradicting the laws of the Republic of Kazakhstan;

of the completed transfer of the right (claim) to a third party in a manner provided for in the Agreement or not contradicting the laws of the Republic of Kazakhstan, within thirty calendar days from the date of the assignment agreement, specifying that further payments for the repayment of the Loan shall be made in favor of the third party (the name and location of the party who the right (claim) under the Agreement was transferred to), the full scope of the transferred rights (claims), and the balances of overdue and current amounts of principal, interest, fees, penalties (fines, forfeits), and other amounts payable.

8.2 The Financial Agent/Bank shall be entitled to:

8.2.1 demand that the Customer perform obligations under the Contract, the monetary claims wherefore have been assigned by the Customer in accordance with the Factoring Agreement;

8.2.2 suspend Financing and/or repudiate the Factoring Agreement in cases, including, but not limited to, as follows:

- if the Customer has not provided the documents requested by the Financial Agent or submits improperly executed documents relating to the delivery of goods/provision of services;
- if the Customer breaches its obligations to the Financial Agent, including, but not limited to, those under the Factoring Agreement;
- deterioration of the financial condition of the Customer and/or the Debtor, identified as a result of monitoring conducted by the Financial Agent in accordance with an internal credit policy that complies with international financial reporting standards;
- changes in the requirements of the legislation of the Republic of Kazakhstan that affect the proper performance of the Factoring Agreement by the Financial Agent;
- failure to confirm the fact of delivery of the goods;
- the Debtor's intention to return the goods;
- the existence of any other information indicating potential significant risks for the Financial Agent or negative information regarding the Customer and/or the Debtor;
- exceedance of the Financing amount;
- the Debtor filing claims against the Customer related to the non-performance and(or) improper performance by the Customer of obligations to the Debtor under the Contract, the monetary claims whereunder have been assigned to the Financial Agent under the Factoring Agreement;
- the emergence of suspicions during the course of cooperation that the business relations are being used by the Customer for the purpose of money laundering, financing of terrorism, and/or in violation of/circumvention of international economic sanctions;
- the suspension of all operations on the Customer's bank accounts;
- the existence of sanctions against the Customer, its affiliates, or beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., USA¹, EU², UK, etc.) or international organization (including, but not limited to, FATF³, UN⁴, etc.), including cases where the terms and business relationship under the Agreement may lead to the application of restrictions and (or) sanctions against the Financial Agent;
- if the Customer violates the requirements of international economic sanctions;
- if the Financial Agent becomes aware of the Customer's intention to violate/circumvent the requirements of international economic sanctions;
- if, in the course of business cooperation, the Financial Agent has grounds to believe that the business relationship with the Customer is being used in violation of the requirements of international economic sanctions and/or in violation of the requirements of legislation on anti-money laundering and combating the financing of terrorism;
- provided for by legislation on anti-money laundering and combating the financing of terrorism, and on international economic sanctions;
- provided for by the Financial Agent's internal documents and procedures on anti-money laundering and combating the financing of terrorism;
- other cases;

¹ United States of America.

² European Union.

³ Financial Action Task Force.

⁴ United Nations.

8.2.3 demand early performance of obligations under the Factoring Agreement or a part thereof and payment of all due payments under the Factoring Agreement in the event of non-performance and/or improper performance by the Customer/Debtor of any obligation under any agreement/contract entered into with the Financial Agent;

8.2.4 in the event of circumstances that may lead to non-performance/improper performance by the Debtor of its obligations under the assigned monetary claim and/or termination of the monetary claim, terminate the Factoring Agreement by notifying the Customer on the day of termination in the manner provided for by the Factoring Agreement. In this case, no later than the next business day from the date the Financial Agent sends the notification, the Customer shall return the Financing amount received from the Financial Agent and pay the Fee.

Furthermore, from the date the notification is sent to the Customer, the Financial Agent shall be entitled to recover the amounts specified in this clause of the Accession Agreement from all bank accounts of the Customer opened with the Financial Agent on an undisputed (non-acceptance) basis via direct debiting based on payment documents provided for by the laws of the Republic of Kazakhstan that do not require the Customer's acceptance (including payment requests), and to offset Final Payments under other Applications for Financing, which the Customer gives its unconditional and irrevocable consent to;

8.2.5 in the event of non-performance and/or improper performance by the Debtor of the obligations to pay the debt to the Customer under the Contract, recover all debt amounts under the Agreement from all bank accounts of the Customer opened with the Financial Agent in an undisputed (non-acceptance) manner, by means of direct debiting on the basis of payment documents provided for by the laws of the Republic of Kazakhstan that do not require the Customer's acceptance (including payment demands), which the Customer gives its unconditional and irrevocable consent to.

In this case, if funds are recovered in accordance with the terms and conditions of this Accession Agreement in a currency other than the financing currency, conversion shall be carried out at the rate established by the Financial Agent;

8.2.6 after the expiration of the payment period provided for by the Agreement, apply any measures that do not contradict the laws of the Republic of Kazakhstan to receive payment under the assigned monetary claims;

8.2.7 require the Customer (its representative) to provide information and documents necessary for the identification of the Customer (its representative), the identification of the beneficial owner, and to provide information on tax residency, the nature of activities, and other information and documents provided for by the internal regulatory documents of the Financial Agent on anti-money laundering and combating the financing of terrorism and (or) as part of the fulfillment of requirements established by international economic sanctions;

8.2.8 demand early repayment of the Loan and payment of interest in the event that the Borrower violates the deadline for the repayment of the next part of the Loan or the payment of interest by more than 40 (forty) calendar days;

8.2.9 if the Borrower has overdue debt under several bank loan agreements simultaneously, settle the debt in the order determined by the Bank independently;

8.2.10 suspend the accrual of interest, increased interest, and other penalties in accordance with the Bank's internal documents in the event that the Borrower violates the obligation to pay interest according to the terms and conditions of the Agreement;

8.2.11 unilaterally amend the terms and conditions of the Agreement to the benefit of the Borrower in cases provided for by Article 357-4 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan";

8.2.12 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;

8.2.13 when the Bank withdraws funds in KZT from the Borrower's bank accounts to settle debt in foreign currency, and in the event that the Borrower transfers funds in KZT to the Bank to settle debt in foreign currency, perform the conversion of these funds into foreign currency at the current foreign currency exchange rate established by the Bank, charging the Borrower fees for such conversion according to the Bank's tariffs in effect at the time of the respective operation;

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

8.2.15 at its own discretion, refuse to disburse the Loan provided for in Article 6 of the Accession Agreement;

8.2.16 The Bank has other rights provided for by the Agreement and (or) other contracts/agreements entered into with the Bank, and by the Applicable Law;

8.3. The Customer/Borrower undertakes:

8.3.1 to assign the rights and obligations under the Contract to the Financial Agent in accordance with the terms of the Factoring Agreement;

8.3.2 to properly perform its obligations under the Contract entered into with the Debtor;

8.3.3 promptly, but no later than 1 (one) business day, to notify the Financial Agent in writing of the following information that has become known to it:

- negative circumstances that may affect the solvency of the Debtor or hinder the fulfillment of the assigned claim under the Agreement;

- instances where the Debtor, for any reason, disputes the payment under the Contract in part or in full;

- claims of third parties to the assigned monetary claims;

- all changes of a legal and/or financial nature of the Customer and/or the Debtor affecting the ability to fulfill obligations under the Factoring Agreement;

8.3.4 to provide the Financial Agent, in writing and upon request, with additional information regarding the Debtor and other documents pertaining to the assigned monetary claim within 3 (three) business days from the date of receipt of the corresponding request from the Financial Agent;

8.3.5 on the day the payment amount under the assigned monetary claims is received from the Debtor into the Customer's bank account(s), to transfer these funds to the Financial Agent's IBAN account;

8.3.6 independently and at its own expense, to fulfill the remaining part of the obligation within 1 (one) business day from the date the Financial Agent presents a demand to the Customer, if the amount of money received by the Financial Agent from the Debtor proves to be less than the amount of obligations under the Factoring Agreement;

8.3.7 not to amend the terms and conditions of the Contract that affect the parameters of the assigned monetary claim without the written consent of the Financial Agent. In the event that the amount of the assigned monetary claim decreases as a result of amendments made to the Contract, the Customer shall reimburse the Financial Agent for the resulting difference no later than the next business day from the date such changes are made;

8.3.8 for the purpose of a non-cash transfer of funds from the Customer's bank account opened with the Financial Agent to satisfy the Financial Agent's claim under the assigned monetary claim under the Contract, to provide the Financial Agent with a properly executed and signed Standing Order of the remitter in the form provided by the Financial Agent;

8.3.9 until the full and proper performance of the Customer's Financing obligations to the Financial Agent, and the receipt of funds into the IBAN account of the Financial Agent under the assigned monetary claim, not to carry out debit operations with funds received from the Debtor under the Contract, nor to revoke the Standing Order of the remitter. The Standing Order of the remitter may be revoked early with the written consent of the Financial Agent. The Standing Order shall be cancelled after the Debtor has fully performed its obligations under the Contract.

8.3.10 in the event of the imposition of an attachment on funds held in the Customer's bank account, a temporary restriction on the disposal of funds (property) held in the Customer's bank accounts, and the suspension of debit operations on the Customer's bank accounts, to ensure the removal of the attachment and other restrictions on the disposal of funds held in the Customer's bank account and subject to transfer to the Financial Agent as security for the performance of the Debtor's obligations to the Financial Agent under the assigned monetary claim;

8.3.11 to pay to the Financial Agent the Fee for the provision of Financing services in the amount provided for by the Factoring Agreement;

8.3.12 to bear liability to the Financial Agent:

- for the invalidity of the monetary claim that is the subject of assignment in accordance with the Application for Financing, and for the accuracy of the documents transferred in accordance with the Factoring Agreement;

- for the non-performance or improper performance by the Debtor of the monetary claims assigned to the Financial Agent in the manner provided for by the Factoring Agreement;

- for the claims assigned to the Financial Agent against which the Debtor has presented counterclaims for set-off against the Customer.

8.3.13 not to provide payment details other than the bank account opened with the Bank to its counterparties for payment under the Contracts;

8.3.14 without the prior written consent of the Bank:

not to apply for loans, assume obligations under agreements on the issue of guarantees and (or) other financial instruments, extend loans, issue guarantees, sureties and (or) other financial instruments, not to enter into other transactions of a similar legal nature;

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

8.3.15 not to change the composition of the Borrower's participants (shareholders), the number of declared shares/reduction in the amount of the charter capital, change the chief executive officer of the Borrower or the chief executive officer of a major participant/shareholder (being a legal entity) of the Borrower;

8.3.16 not to use the Loan to purchase shares of the Bank or to acquire subordinated bonds of the Bank being an unsecured obligation of the Bank meeting the criteria for the classification of instruments as part of the Bank's capital established by the statutory regulation of the authorized body determining the regulatory values and calculation methodologies for prudential ratios and other mandatory standards and limits, and the amount of the Bank's capital;

8.3.17 not to perform voluntary reorganization or liquidation of the Customer/Borrower;

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

8.3.19 not to change the primary business activity of the Customer/Borrower, start a new business activity, or create subsidiaries or other legal entities (independently or with third parties) without prior notice;

8.3.20 when amending its constituent documents and (or) the register of shareholders (participants of a business partnership) holding ten percent or more of the common shares (participation interests) of the Customer/Borrower, disclosing information on all owners of a share in the charter capital of the Customer/Borrower holding ten percent or more of the common shares (participation interests), down to the ultimate owners of the common shares (participation interests) in the charter capital of the Customer/Borrower, to provide the Financial Agent/Bank with notarized copies of such amendments to the specified constituent documents and (or) the register of shareholders (participants of a business partnership) immediately, but in any event no later than 3 (three) business days from the date such amendments are executed, and to ensure compliance with the requirements of this sub-clause by its subsidiaries;

In the event of a change in the composition of the executive body and (or) the governing body of the Customer/Borrower, a change in the mailing and banking details of the Borrower, its legal address, and a change in the contact details (including email, mobile/cell phone numbers) of the contact person of the Customer/Borrower, or a change of the contact person of the Customer/Borrower, to notify the Bank in writing of the new information, providing the relevant supporting documents immediately, but in any event no later than 3 (three) business days from the date such changes occur;

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

8.3.22 to notify the Financial Agent/Bank in writing:

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

of its insolvency or the threat thereof, the application or threat of application of rehabilitation or bankruptcy procedures in respect of the Customer/Borrower;

of circumstances capable of negatively affecting the proper performance by the Customer/Borrower of obligations under the Agreement, including:

- the proposed liquidation or reorganization of the Customer/Borrower as a legal entity;

- the imposition of attachments on the property of the Customer/Borrower, including funds held in its bank accounts with any banks, organizations engaged in certain types of banking operations, and other financial organizations;

- proceedings in state, arbitration, or treaty courts with the participation of the Customer/Borrower as a defendant;

- the challenging of the validity of the Agreement by any party;

8.3.23 to fulfill monetary obligations under the Agreement on a priority basis with regard to all other monetary obligations, both existing as of the date of the Agreement and arising in the future, except as provided by Applicable Law and (or) the agreement of the Parties;

8.3.24 upon the written request of the Financial Agent/Bank and within the timeframes specified thereby, to provide any documents and information required thereby under the Agreement;

8.3.25 to provide and ensure the provision to the Financial Agent/Bank, including upon the first written request of the Financial Agent/Bank, duly executed Personal Data Consents of the Data Subjects whose Personal Data are current and accurate;

8.3.26 to take measures to prevent the following: the revocation of any Personal Data Consents provided to the Financial Agent/Bank, the challenging of their validity by any person, the invalidation of any Personal Data Consents provided to the Bank, the submission of claims by Data Subjects for the destruction, blocking, or depersonalization of Personal Data of Data Subjects provided to the Financial Agent/Bank; the application of measures against the Financial Agent/Bank for violation of personal data laws due to the Borrower's failure to perform or improper performance of obligations under the Agreement related to the provision/ensuring the provision of Personal Data Consents and/or Personal Data of Data Subjects to the Financial Agent/Bank;

8.3.27 to reimburse the Financial Agent/Bank for any expenses and losses incurred thereby in the event that any measures are applied to the Financial Agent/Bank for violation of personal data laws due to the non-performance or improper performance by the Customer/Borrower of obligations under the Agreement and (or) other contracts/agreements entered into with the Financial Agent/Bank related to the provision/ensuring the provision to the Financial Agent/Bank of the Personal Data Consent and/or Personal Data of the Data Subjects;

8.3.28 to properly fulfill the special conditions specified in the application for financing and other obligations of the Borrower under the Agreement;

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

8.3.30 to pay the Financial Agent/Bank all fees, costs, and expenses established by the Agreement/tariffs of the Financial Agent/Bank, including, but not limited to, the payment of:

- expenses incurred by the Bank in obtaining the performance of obligations to repay the amount of the Factoring Agreement/Loan, interest thereon, and penalties (fines, forfeits); the recovery of the Debt amount from the Customer/Borrower through judicial/extrajudicial procedures, including the state duty paid by the Financial Agent/Bank when applying to judicial authorities;

- notary services (including expenses for certifying copies of the Agreement necessary for the Bank to satisfy its claims under the Agreement);

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

- any other documented expenses (losses) incurred by the Financial Agent/Bank in recovering the Debt from the Customer/Borrower, and other expenses related to the maintenance of the Factoring Agreement/Loan;

8.3.31 in the event that the Bank pays any expenses to foreign banks on behalf of the Borrower, the Bank shall be entitled to recover such debt from any of the Borrower's accounts on a non-acceptance basis by directly debiting the Borrower's bank accounts opened with the Bank. In this regard, the obligation and responsibility for calculating and remitting corporate income tax at source on non-resident income to the budget shall rest with the Borrower, as these expenses are the expenses of the Borrower and the Borrower is recognized as the tax agent;

8.3.32 to ensure that funds in the Loan currency are available on its bank account specified in the Agreement upon the scheduled payment date;

8.3.33 to provide, upon the Bank's request, the necessary documents to verify the Borrower's financial condition until the debt under the Agreement is paid in full. The number of such verifications and their timing shall be determined by the Bank and shall not be subject to approval by the Borrower;

8.3.34 when paying fees and other payments in favor of non-residents of the Republic of Kazakhstan, the obligation to calculate corporate income tax withheld at source from the income of non-residents shall be borne by the Borrower, as according to the tax laws of the Republic of Kazakhstan, the Borrower is a tax agent;

8.4. The Customer/Borrower shall be entitled:

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

8.4.2 upon application, to receive at no charge, no more often than once a month, within a period of no more than 3 (three) business days, information in writing on the allocation of incoming funds toward the repayment of debt under the Agreement (to the principal, interest, fees, penalties and other types of fines, and other amounts payable);

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

8.4.4 to repay early the principal in part or in full in accordance with the terms specified in clause 6.1 of Article 6 of the Accession Agreement, but in any case without paying any penalties or other types of fines for early repayment after 6 (six) months from the date of obtaining of the Loan extended for a term of up to 1 (one) year, or after 1 (one) year from the date of obtaining the Loan extended for a term exceeding 1 (one) year;

8.4.5 within 14 (fourteen) calendar days from the date of receipt of the Bank's written notice regarding the amendment of the Agreement terms and conditions for the benefit of the Borrower, to refuse the improving terms and conditions offered by the Bank;

8.4.6 to contact the Bank in writing in the event of disputes regarding the services received.

9. Representations and Warranties

9.1 The Parties represent and warrant that:

9.1.1 they are duly registered in accordance with the requirements of the laws of the Republic of Kazakhstan and have the right to enter into the Agreement in their own name;

9.1.2 the Agreement is duly authorized and constitutes a valid and legally binding obligation, enforceable in accordance with the terms and conditions set forth therein;

9.1.3 the content of the Agreement and the corresponding performance of its terms and conditions will not cause a violation of the Charter and/or any provision contained in any agreement or document to which the Parties are a participating party or under which they have obligations, and any statutory regulations or court decisions applicable thereto.

9.2 The Customer/Borrower represents and warrants that:

9.2.1 as of the date of signing the Factoring Agreement, the Debtor has no objections, demands, and/or claims (including monetary claims) against the Customer, including in relation to the transferred monetary claim;

9.2.2 by signing the Factoring Agreement, the Customer provides the Financial Agent with unconditional consent for the undisputed (non-acceptance) debiting of all debt amounts under the Factoring Agreement from all bank accounts of the Customer opened with the Financial Agent;

9.2.3 by signing the Factoring Agreement, the Customer instructs the Financial Agent to debit funds received into the Customer's account from the Debtor before the Financing completion date toward the settlement of debts under the Factoring Agreement. In doing so, the Financial Agent is entitled to independently determine the procedure for debiting funds, to which the Customer gives its unconditional consent;

9.2.4 the Customer/Borrower possesses properly executed Personal Data Consents from the Data Subjects necessary for the collection and processing of Personal Data under the Agreement. The Customer/Borrower has not breached obligations to provide/ensure the provision to the Financial Agent/Bank of:

- properly executed Personal Data Consents from the Data Subjects;
- up-to-date and reliable Personal Data of all Data Subjects, obligations to take measures to prevent cases of withdrawal of any Personal Data Consents provided to the Financial Agent/Bank, the contesting of their validity by anyone, the invalidation of any Personal Data Consents provided to the Financial Agent/Bank, the submission of requests by Data Subjects for the destruction, blocking, or depersonalization of Personal Data of Data Subjects provided to the Financial Agent/Bank, the application of measures against the Financial Agent/Bank for violation of personal data laws due to the non-performance or improper performance by the Customer/Borrower of obligations under the Agreement related to the provision/ensuring the provision of Personal Data Consents and/or Personal Data of Data Subjects to the Financial Agent/Bank, and the obligation to reimburse the Financial Agent/Bank for expenses and losses incurred as a result of the application of such measures;

9.2.5 is aware of and agrees that:

- the Financial Agent's IBAN account is generated and assigned upon the signing of the Factoring Agreement.

10. Confidentiality

10.1 Each Party to the Agreement undertakes to maintain strict confidentiality of financial, commercial, and other information received from the other Party. The transfer of such information to third parties, publication, or disclosure is possible only with the prior written consent of the other Party, as well as upon the request of bodies and officials expressly authorized by the applicable law to receive such information.

10.2 The confidentiality provisions provided for in this article shall not apply to cases of:

10.2.1 assignment of rights or transfer of obligations (assignment of claim and transfer of debt) by the Financial Agent/Bank to third parties under the Agreement;

10.2.2 when the Bank provides information, including but not limited to, regarding the Customer/Borrower, the entering into the Agreement, the terms and conditions of the Agreement and its performance, to third parties in order to protect its rights and interests, including to collection agencies within the framework of agreements entered into therewith for the recovery of the Borrower's debt under the Agreement;

10.2.3 the non-acceptance withdrawal by the Bank of all amounts of Debt under the Agreement from all accounts of the Borrower and the provision of necessary information to other authorized third parties in connection therewith;

10.2.4 when the Financial Agent/Bank provides information in cases expressly determined by the laws of the Republic of Kazakhstan;

10.2.5 other cases provided for by the laws of the Republic of Kazakhstan and the Agreement.

11. Dispute Resolution. Notifications

11.1 If disputes and disagreements under the Agreement are not resolved through negotiations, they 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 Financial Agent/Bank or the branch of the Financial Agent/Bank where the factoring/Loan was extended, at the discretion of the Financial Agent/Bank (contractual jurisdiction), except in cases of exclusive jurisdiction.

11.2 Notifications from the Financial Agent/Bank to the Customer/Borrower shall be deemed properly executed when such notifications are sent by the Financial Agent/Bank by one of the following methods:

- by courier or postal service;
- by email;
- by fax;

via mobile or other telephone communication (by sending an SMS); through the Bank's informatization facilities (including via Onlinebank Halyk system);

by posting the relevant information in the branches/divisions/on the website of the Financial Agent/Bank at www.halykbank.kz, on the Bank's official social media pages, or in Onlinebank Halyk system (except for the cases specified in clause 9.4(10) of Article 9 of the Accession Agreement).

Notifications shall be deemed delivered to the Customer/Borrower, and the Customer/Borrower shall be deemed properly notified, if the notifications are sent by any of the above-mentioned methods, without the need for the Financial Agent/Bank to receive confirmation of receipt of the notification, except for notifications delivered in person or via a courier service, which shall be deemed delivered in the event of direct delivery to the Customer/Borrower, confirmation by the courier service of the impossibility of delivery due to the absence of the Customer/Borrower at the delivery address, or the Customer/Borrower's refusal to receive the notification (except for the cases specified in clause 9.4(10) of Article 9 of the Accession Agreement).

11.3 Notifications from the Customer/Borrower to the Financial Agent/Bank shall be deemed properly executed when such notifications are sent by the Customer/Borrower: by delivery to an authorized employee of the Financial Agent/Bank against a signature of receipt; via courier or postal service.

11.4 In the event of a change in the contact details or bank details of the Customer/Borrower used by the Financial Agent/Bank to send notifications, the Customer/Borrower shall, within 5 (five) business days from the date of such changes, send a notification thereof to the Financial Agent/Bank or, if the Financial Agent/Bank determines that an oral statement of changes is sufficient, provide the necessary information to the contact center of the Financial Agent/Bank.

11.5 The Financial Agent/Bank shall not be liable for the non-receipt or untimely receipt by the Customer/Borrower of notifications from the Financial Agent/Bank caused by a change in the contact details and (or) bank details of the Customer/Borrower, of which the Customer/Borrower has not notified the Financial Agent/Bank in writing.

11.6 The Customer/Borrower assumes the risks associated with the use of communication means for the purposes of sending and (or) receiving notifications, including, but not limited to: the risk of fraud, unauthorized access to sent information, non-receipt or untimely receipt of notifications by the Customer/Borrower, loss of information before its receipt by the Customer/Borrower or the Financial Agent/Bank, caused by failures in the functioning of communication means and (or) malfunctions in the operation of equipment used to transmit or receive notifications.

11.7 The Financial Agent/Bank shall not be liable for any losses of the Customer/Borrower in the cases specified in clause 11.6 hereof, unless the Customer/Borrower proves that such losses were the result of negligence or intentional failure by the Financial Agent/Bank to perform its duties.

12. Additional Terms and Conditions

12.1 In all matters not expressly provided for by the Agreement, the Parties shall be guided by the current laws of the Republic of Kazakhstan.

12.2 All amendments to the Agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

12.3 The liability of the Customer/Borrower under the Agreement cannot be limited or in any way canceled upon the occurrence of force majeure circumstances, and such circumstances cannot serve as a basis for releasing the Customer/Borrower from liability, except in cases expressly determined by the Parties in the Agreement.

13. Liability of the Parties

13.1 The Customer shall be liable to the Financial Agent for the validity of the transferred monetary claims that are the subject of assignment under the Factoring Agreement.

13.2 In the event of a breach by the Customer of its obligations to settle debts to the Financial Agent, the Customer undertakes, starting from the day following the expiration of the Grace Period, to pay the Financial Agent a penalty (forfeit) for each day of delay in the amount specified in the Application for Financing.

13.3 The Customer/Borrower undertakes to reimburse the Financial Agent/Bank for any expenses and losses incurred thereby in the event that any measures are applied against the Financial Agent/Bank for violation of personal data laws due to the non-performance or improper performance by the Customer/Debtor/Borrower of obligations under the Agreement/Contract related to the provision/ensuring the provision of Personal Data Consent and/or Personal Data of the Data Subjects to the Financial Agent/Bank.

13.4 The Customer shall be independently liable to the Debtor for the violation of the terms and conditions of the Contract regarding the prohibition on the transfer of rights and obligations under the Contract to third parties without the written consent of the Debtor and, in the event of legal proceedings related to the violation of such prohibition, undertakes not to involve the Financial Agent in the resolution of such a dispute as a defendant/co-defendant.

14. Final Provisions

14.1 The Financial Agent/Bank shall be entitled to amend the Accession Agreement, which shall come into effect from the date of their publication on the Financial Agent's website at www.halykbank.kz, unless otherwise provided therein, and shall apply to Agreements entered into after they come into effect.

Prior to the entry into force of amendments to the Accession Agreement, such amendments shall apply in the event that addenda to the Agreement are entered into between the Financial Agent/Bank and the Customer/Borrower.

14.2 The Parties may amend the terms and conditions of the Accession Agreement by entering into an addendum to the Agreement. Such amendments shall apply to the relations of the Parties under this specific Agreement.

14.3 All agreements entered into under the Accession Agreement, and all Applications for Financing thereto, shall form integral parts thereof, provided they are made in writing, signed by the Parties, and certified by their seals (the Customer's seal is applied at their discretion). The Accession Agreement and the Financing Application constitute a single legal instrument, and each is mutually an integral part of the other.

14.4 In the event of disputed issues, the Agreement shall prevail over other agreements, including those entered into (or to be entered into) between the Financial Agent/Bank and the Customer/Borrower (in particular, bank account agreements, etc.), unless otherwise provided by agreement of the Parties. The Parties agree that upon entering into the Agreement, all previous discussions, promises, and representations, and all correspondence, shall lose legal force and be replaced by the terms and conditions of the Agreement.

14.5 Terms and conditions of the Agreement that are not determined by the Accession Agreement shall be established by the Agreement. In the event of contradictions between the Accession Agreement and the Agreement, the Agreement shall prevail. Relations between the Parties under the Agreement that are not regulated by the Accession Agreement and the Agreement shall be governed by the laws of the Republic of Kazakhstan.

14.6 Capitalized terms used in the Application for Financing and in this Accession Agreement shall have the same meaning. Capitalized terms used in the Agreement but not defined in the Application for Financing shall have the following meanings:

Financing limit –	the maximum amount within which the Financial Agent provides Financing to the Customer against the monetary claim under the Contract assigned by the Customer, which is equal to the total amount of Applications for Financing
Grace period	Grace period – a period equal to 30 (thirty) calendar days, which commences on the day following the expiration of the payment term provided for by the Contract
Covenant –	the Borrower's obligation under the Agreement to perform a certain action or to refrain from performing it
Debt –	the amount of Financing/Loan obtained by the Customer/Borrower under the relevant Applications for Financing and outstanding (unpaid) by the Debtor/Customer/Borrower, and other amounts (fees, penalties (forfeits) provided for by the Agreement) payable by the Customer/Debtor/Borrower to the Financial Agent/Bank under the terms and conditions of the Agreement as of any specific date and unpaid (unreturned) by the Customer/Debtor/Borrower

Facility –	repeated financing of the Customer by the Financial Agent in the form of factoring according to the Factoring Agreement
Revolving nature –	the debt limit within which the disbursement and repayment of factoring are performed as established by the Factoring Agreement. In this case, the repaid portion of the facility increases the available balance of the debt limit
Fee –	the payment amount payable by the Customer to the Financial Agent for the extension of Financing
Applicable Law –	aw of the Republic of Kazakhstan
Business Day –	any day from Monday to Friday and any other day recognized as a business day in accordance with the Applicable Law (excluding weekends and official non-working days, including public holidays, in accordance with the Applicable Law)
Facility term –	the period of time during which the Customer may obtain Financing, unless another term is provided for by the Factoring Agreement
Personal Data –	information relating to a specific or identifiable Data Subject, recorded on an electronic, paper, and (or) other tangible medium.
Standing Order of the remitter –	the Customer’s instruction to make regular transfers of funds from the Customer’s bank account opened with the Financial Agent in favor of the Financial Agent to satisfy the Financial Agent’s claim under the assigned monetary claim under the Contract
Personal Data Consent –	consent to the collection and processing of the Personal Data of the Data Subject by the Financial Agent/Bank
Data Subjects –	individuals who the Personal data relate to
Financing –	the amount of money extended by the Financial Agent to the Customer on the basis of payment, maturity and repayment under the Application for Financing within the Financing Limit
Financial Agent’s IBAN account –	a bank account number assigned and used by the Financial Agent for the purpose of wire transfer of funds from the Customer’s bank account opened with the Financial Agent to satisfy the Financial Agent’s claim under the assigned monetary claim under the Contract between the Customer and the Debtor