Annex 1
to minutes to the meeting of the Management Board
of Halyk Bank JSC by absent voting
No.225 dated 16 March 2022

CARD ISSUE AND SERVICING ACCESSION AGREEMENT

The Card Issue and Servicing Accession Agreement (the “Agreement”) has been concluded between Halyk Bank JSC (the “Bank”) and the Customer, an individual who has filed an Application Form for payment card issue.

The Bank and the Customer are hereinafter collectively referred to as the “Parties”, and individually as a “Party” or as indicated above.

1. Glossary

The terms used herein correspond to the terms used in the Card Using Rules (the “Rules”), which form an integral part hereof, to be read and understood and agreed by the Customer by signing the Application Form for payment card issue, which is an integral part of the Agreement.

2. Subject of the Agreement

2.1. Subject to the terms and conditions hereof, the Bank shall open a current account in the card database (the “Account”) in the name of Customer, issue and provide the card to the Customer, and ensure banking servicing of the Account and card, in accordance with the legislation of the Republic of Kazakhstan, the Agreement, the Rules of General Terms and Conditions of the Bank’s Operations, and internal documents of the Bank. The Customer shall be deemed a cardholder once the card is received by the Customer.

2.2. The number of cards to be issued to the Customer shall be limited. The limits per customer on the cards to be issued/issued:

1) Special Accounts for allowances not more than 2 (two) valid cards;

2) debit payment cards, except for cards for Special Accounts for allowances - not more than 5 (five) valid cards. The Bank shall be entitled to set additional limits on issued cards for each card product;

3) total number of issued cards for the last 12 months - not more than 10 (te). Thus at issue of new cards/reissue of cards to the Customer the total number of valid cards for the Customer shall not exceed the limits set in sub-clauses 1) and 2) hereof.

Number of cards issued per Customer - non-resident of the Republic of Kazakhstan - not more than 1 (one). The Bank does not issue cards for Self-employed customers who are non-residents.

Party as a consequence of enforcing these rights.

If the limits are exceeded, no new card may be issued.

2.3. When issuing a multicurrency card, depending on the service package, the Bank shall open 3 (three) or 5 (five) Accounts in the currency as indicated in the Application Form for payment card issue, however, opening of the Account in tenge is mandatory.

2.4. The number of the Account opened in the name of the Customer shall be indicated by the Bank in the Notification of 20-digit Current Account opened in the card database (the “Notification”) to be provided to the Customer upon the Customer’s request when contacting the Bank, after opening of the Account by the Bank.

2.5. The Customer undertakes to accept and use the card in accordance with the Rules and the Agreement, timely pay the Account and card servicing fee to the Bank, in accordance with Tariffs on the day of payment.

2.6. The Customer accedes the Agreement by affixing his/her signature in the Application Form for payment card issue, or confirming the Application Form for payment card issue with an OTP password or electronic digital signature, without affixing his/her handwritten signature on paper. Acceptance by the Bank from the Customer of the Application Form for payment card issue means the Customer’s accession to the Agreement.

The Customer who is the holder of an extra card shall be deemed to be the cardholder from the day of receipt of the card.

2.7. If the Customer's card is replaced on the basis of previously concluded agreement between the Bank and the Customer, which is not this Agreement, when confirming OTP password/signing the application for card reissue, the Customer agrees that the previously signed agreement is set forth in the new version, in accordance with the Agreement, and the terms and conditions of the Agreement are applied to the relations of the Parties established from the original card issue date. The number of additional cards issued to a customer is limited to a maximum of 3 (three). The Bank does not issue additional payment cards for Self-employed in the name of the to third parties.

2.8. At the Customer's request on the basis of its application the Bank may issue extra card(s) to the Account in the name of a person/list of persons specified by the Customer in the application. Such person or persons will be the holder(s) of the extra card. The Customer and the extra cardholder are jointly and severally liable to the Bank for the fulfillment of the requirements hereunder.

2.9. In case of opening special current Allowance Account in the card database (the "Special Allowance Account") upon the Customer's Application Form, the Bank shall make only following transactions under the Special Allowance Account and provides relevant banking services thereto:

2.9.1. execute instructions of the Customer on payment of goods and/or works and/or services from the Special Allowance Account and/or money transfer from the Special Allowance Account. The Special Allowance Account cannot be replenished in cash;

2.9.2. credit the Special Allowance Account only if such allowance is paid from the state budget, and (or) social payments from the State Social Insurance Fund. The Bank shall not credit the Special Allowance Account, if money is transferred by the Customer from his/her other bank accounts opened in the Bank and in other banks, as well as transferred by third parties in favor of the Customer, which are not allowances from the state budget, and (or) social payments from the State Social Insurance Fund and shall be returned to the sender as refused;

2.9.3. debit transactions on the Special Allowance Account can be only made by third parties under the notarized power of attorney issued on behalf of the Customer, and by legal representatives of the Customer subject to the applicable statutory procedure;

2.9.4. any other transactions not covered by sub-clauses 2.9.1 - 2.9.3 are not allowed.

2.10. In case of opening Alimony Account in the card database (the "Alimony Account"), in accordance with the Application Form for payment card issue, the Bank shall only carry out the following transactions on the Alimony Account and provide banking services related to maintenance of the same:

2.10.1. execute instructions of the Customer on payment of goods and/or works and/or services from the Alimony Account and/or money transfer from the Alimony Account for alimony. The Alimony Account cannot be replenished in cash, with the exception of cash depositing through the Bank's cash office to pay off debts in the Alimony Account;

2.10.2. credit only alimony payments (money for maintenance of minors and disabled adult children) to the Alimony Account. Any money transferred by the Customer from his/her other bank accounts opened with the Bank and other banks, and also transferred by third parties in favor of the Customer, which are not alimony, are not credited to the Alimony Account by the Bank and are returned to the sender with a notice of decline;

2.10.3. debit transactions on the Alimony Account can be only made by third parties under the notarized power of attorney issued on behalf of the Customer, and by legal representatives of the Customer subject to the applicable statutory procedure;

2.10.4. any other transactions not covered by sub-clauses 2.10.1 – 2.10.3 are not allowed.

2.11. Upon issue of a card according to which the Priority Pass card is given in accordance with the Tariffs, the Bank shall issue and provide the Priority Pass club card to the Customer, in accordance with the terms of the independent Priority Pass program, available at www.prioritypass.com, and the Bank's internal rules. Upon issue of a card according to which the Dragon Pass card is given in accordance with the Tariffs, the Bank shall issue and provide the Dragon Pass club card to the Customer, in accordance with the terms of the independent Dragon Pass program, available at http://en.dragonpass.com.cn, and the Bank's internal rules.

2.12. The Bank may, in accordance with the Tariffs and group life insurance contract between the Bank and Halyk Life JSC / comprehensive group life insurance contract between the Bank and Halyk Insurance Company JSC, maintain accident insurance of the Customer in Halyk Life JSC /accident and sudden illness insurance valid across the Republic of Kazakhstan and abroad in Halyk Insurance Company JSC. Insurance shall be provided if there is no outstanding monthly payment of the card annual service fee for more than 2 (two) months as of the first day of the month in which the insurance is provided, provided that the card is valid. The Customer may view the insurance terms and conditions at: www.halykbank.kz.

The Customer hereby expresses their consent to the provision of his/her personal data to Halyk-Life JSC, Halyk Insurance Company JSC in case of the Customer's life insurance against accidents with Halyk-Life JSC / against accidents and unexpected illness within the Republic of Kazakhstan and abroad with Halyk Insurance Company JSC;

2.13. The Customer hereby expresses his/her unconditional and irrevocable consent that when applying to the Bank for payment card issue and servicing, the Bank performs the automatic procedure of synchronization. Synchronization involves updating their data with the available information on the Customer in the information systems of the Bank.

2.14. In order to transfer/receive money from/to card using Visa Direct and MasterCard MoneySend systems by mobile phone number (without specifying the recipient's card number when transferring), the Customer can set the "Trusted number + card" link in the Online banking. If the Customer has not set the "Trusted number + card" link on his/her own, the Bank shall be entitled to create such link on any existing debit card of the Customer and transfer the link to international payment systems.

In order to be able to transfer/receive money by the mobile phone number of the recipient, the Customer agrees to the collection, processing and transfer of personal and/or other data of the Customer (including mobile phone number) and the "Trusted number + card" links to the Visa International/ MasterCard Worldwide/UnionPay International/American Express international payment systems.

2.15. To enable the Bank to receive insurance reports in relation to the Customer from a unified insurance database and inform the Customer of the expired insurance contracts, the Customer shall give the consent to:

collection, processing and reporting of personal and/or other data of the Customer to the credit bureau;

provision by the credit bureau of the limited access insurance report on the Customer;

receipt by the Bank of the limited access insurance report on the Customer;

transfer of the limited access insurance report to entities of Halyk Group (the Bank and its subsidiaries).

2.16. The Customer hereby gives their consent to:

- collection, processing and transfer of personal, biometric and/or other data to credit bureaus;

- the Bank for obtaining the information about the Customer from government and non-government databases (the "Government DB");

- the credit bureau for providing to the Bank of information about the Customer obtained from the Government DB;

- the credit bureau for obtaining information about the Customer from Government DB operators/owners;

- provision by the Government DB owners of information about the Customer;

- a legal entity, which by resolution of the Government of the Republic of Kazakhstan carries out activities to provide public services in accordance with the legislation of the Republic of Kazakhstan, for providing information, both available and to be received in the future, about the Customer;

- the Bank for obtaining the information about the Customer from Rodstvennye Svyazi [Kinship Relations] Government DB or other Government DB on kinship, including information on children;

- the Bank for obtaining the information about the Customer from Government DBs containing such information that constitutes a tax secret, personal medical data, and other types of legally protected secrets.

- collection and processing of the Customer's personal data by China UnionPay Co Ltd and transferring them to third parties engaged by China UnionPay Co Ltd for the purpose of making payments with the use of QR code;

- China UnionPay Co Ltd's, Visa International's cross-border transfer of personal data in the course of processing;

- collection and processing of personal data of Visa International's Customer for the purpose of making payments with the use of Click to Pay service;

Consent to the collection and processing of personal data is valid for the period of storage of personal data in accordance with the requirements of the legislation of the Republic of Kazakhstan. Collection and processing of personal data shall be carried out in ways that do not contradict the legislation of the Republic of Kazakhstan. Consent to collection and processing of personal data excludes the possibility of dissemination of personal data in publicly available sources and transfer of personal data to any third parties not related to the performance of banking services and the Agreement by the Bank and China UnionPay Co Ltd, Visa International.

2.17. The Customer hereby gives his/her unconditional and irrevocable consent to the use by the Bank of biometric data as a method of identification (including making the voiceprint).

2.18. The Customer hereby gives his/her unconditional and irrevocable consent to receive promotional newsletters from the Bank to a trusted number.

2.19. Due to the Customer's need to obtain bank loans from time to time, the Bank is requested to send loan offers to the Customer. In this regard, the Customer gives a consent to the Bank to obtain the Customer's credit report and other information from credit bureaus and to credit bureaus to provide such information to the Bank.

2.20. To make/receive money transfer from/to a card using the Instant Payments System (the "IPS"), the Customer gives their consent to the collection, processing and transfer of personal, biometric and/or other data to the IPS Operator.

2.21. No interest on the Account balance shall be accrued by the Bank.

2.22. The Customer who is a holder of an extra card shall not be entitled to put any stickers thereon.

2.23. Notice of the Bank's participation in the mandatory deposit insurance system and other information on deposit insurance, including, but not limited to, information on terms and procedure for guarantee compensation, and transfer of unclaimed compensation amount, shall be placed on the Bank's website.

2.24. The Customer hereby agrees that any telephone calls of the Customer to the Bank may be recorded by the Bank using a recording device. The Bank shall notify the Customer of the start of recording of the telephone conversation (the "Recording").

The recording may be used to resolve disputes between the Parties, to improve the customer experience in voice service channels, and to analyze customer service quality control in voice service channels.

2.25. The Customer hereby gives their consent to the Bank and UnionPay International payment system to issue and use the Token as part of payments made using QR code.

2.26. The Bank, subject to the Customer's registration in Online banking, sends a Push-notification for each transaction performed with the Customer's card. The Push-notification shall be displayed on the screen of the mobile phone on which Halyk Mobile App or the Partner's Mobile App is installed, through which the Customers switch to Halyk Widget SDK.

2.27. The Customer understands and agrees that when the Customer chooses the Card for crediting/receiving money from third parties, including loans and/or microloans, the relations between the Customer and the sender of money are regulated independently, without the Bank's participation.

The Customer shall not have any claims against the Bank in case of any disagreements between the Customer and the sender of the money regarding the received amounts, including the grounds for their receipt, as well as fulfillment of the Customer's obligations to the sender of the money. The Customer shall resolve any disagreements with the money sender independently without involving the Bank.

2.28. The Customer hereby shall grant consent to the Bank and international payment system Visa International to activate Click to Pay for all cards.

2.29. The Bank shall credit income from entrepreneurial activity permitted for Self-Employed to the Account for Self-Employed.

2.30. The Customer shall grant consent to the Bank for collection and processing of personal and/or other data and for transfer of such data to the National Payment Corporation and STBs when the Customer performs transfers and payments, including those with the use of QR of National Payment Corporation.

3. Rights and Obligations of the Parties

3.1. **The Customer shall be entitled to**:

3.1.1. use the card/club card Priority Pass/Dragon Pass, in accordance with the Rules and the terms and conditions of the Agreement;

3.1.2. receive the Account statements;

3.1.3. apply to the Bank for blocking/ unblocking the card, in oral and/or written form, in the manner stipulated by the Rules and the Agreement;

3.1.4. apply for cards of various Card Payment Systems, to be under the Account and charged by the Bank (as per the Tariffs);

3.1.5. apply to the Bank for card replacement, after its expiration;

3.1.6. challenge transactions, in which the Currency of settlements with the Card Payment System is US Dollar/Euro/Russian Ruble/British Pound/Chinese Yuan/UAE dirham in the amount of not less than 1USD/1EUR or their equivalent in another currency;

3.1.7. digital card – challenge not more than 5 (five) transactions made online and mentioned in the statement, no later than 40 (forty) calendar days from the date of the transaction on the Account (in case of no written claim to the Bank within the specified time on the transactions listed in the statement, they are considered to be confirmed and cannot be appealed in the future). Claims on transactions in excess of this rate shall be accepted by the Bank for consideration only if the digital card is replaced due to its loss/theft;

3.1.8. set restrictions for certain types of card transactions and maximum available amount for this card, during a defined period by written notification to the Bank, or via Online banking;

3.1.9. use Online banking services, in accordance with the Rules, the Agreement, terms (agreement), regulating the provision of Online banking services between the Bank and Customer (the "Online Banking Service Terms"), including delivery of notifications of card transactions in the form of statements;

3.1.10. Deleted

3.1.11. by cards under which the club card Priority Pass/Dragon Pass is issued according to the Tariffs:

3.1.11.1. have access to airport lounges and receive guaranteed personal service in the airport lounges, listed in the directory of airport lounges:

by club card Priority Pass – in accordance with independent program Priority Pass. Information on the program Priority Pass is available on the website www.prioritypass.com;

by club card Dragon Pass - in accordance with independent program Dragon Pass. Information on the program Dragon Pass is available on the website http://en.dragonpass.com.cn;

under Lounge Key service – in accordance with independent program Lounge Key. Information on the program Lounge Key is available on the website https://www.loungekey.com;

3.1.11.2. invite guests to airport lounges, listed in the directory of airport lounges under the independent program Priority Pass/Lounge Key;

3.1.11.3. upon expiration of the card Priority Pass/Dragon Pass, apply for its replacement to the Bank;

3.1.11.4. block and reissue the card Priority Pass/Dragon Pass, if it is lost/stolen;

3.1.11.5. dispute the airport lounge visits listed in the statement no later than 45 (forty-five) calendar days from the date of debiting from the Account (in case of no written claims to the Bank within the specified time on the airport lounge visits listed in the statement, they are considered to be confirmed and cannot be appealed in the future);

3.1.11.6. in case of refusal from airport lounge visits which is duly documented, claim the club Priority Pass/Dragon Pass/Lounge Key to reimburse the cost of airport lounge visits in non-cash form by crediting of money to the Account (compensation cannot be done in cash).

3.1.12. contact the Bank to receive electronic banking services via the "Video Call" service in accordance with the procedure stipulated by the Rules.

3.2. **The Customer shall be obliged to**:

3.2.1. comply with the requirements of the legislations of the Republic of Kazakhstan, the Agreement, the Rules, the Online Banking Service Accession Agreement;

3.2.2. pay in full for the transaction made by the card, which is certified by PIN code and/or signature of the cardholder, and/or correct password of 3D Secure/ SecureCode/Authentication Mode by UPI, and/or by CVV2 code or CVC2 code, when goods and services are paid online;

3.2.3. pay for services of the Bank, in accordance with the Tariffs;

3.2.4. apply immediately for card blocking to the Bank in oral or written form, if the card is lost or stolen, in the manner specified in the Rules;

3.2.5. ensure safety of the card's material medium (plastics);

3.2.6. notify the Bank in written form of changed details (full name (if any), address, residency, etc.) during 5 (five) banking days. If the Customer initiates a request to the Bank through open communication channels in accordance with sub-clause 3.3.21. hereof, the Customer shall immediately notify the Bank of change in details that are used to obtain information on the Account;

3.2.7. prevent using a trusted number by third parties, which is used to provide service for sending a password when making transactions in Online Banking, 3D Secure codes, etc., requiring a higher level of security;

3.2.8. inform the Bank that the mobile phone number connected to the SMS Password Delivery service, trusted number is no longer used;

3.2.9. inform the Bank immediately upon detection or suspicions of unauthorized access to the cards of the Customer/Account, unauthorized transactions with their use/thereunder and take actions to block the card;

3.2.10. stop using the card upon receipt of a relevant written notification or SMS message from the Bank, for the purpose of preventing fraud card transactions;

3.2.11. return erroneously credited money on the Account immediately and in full to the Bank, as well as money credited to the Account by incorrect maintenance of the Account;

3.2.12. return money transferred to his/her account erroneously, including to his/her bank account with other second-tier bank, if the transfer was caused by a technical failure, the definition of which is given in paragraph 5.2 hereof;

3.2.13. make independently all settlements with the tax authorities;

3.2.14. not use the card for entrepreneurial activities (with the exception of the card for Self-employed), or any illegal purposes, including payment of goods, works and/or services prohibited by the legislation of the Republic of Kazakhstan;

3.2.15. when entering into the Agreement, provide information on the Customer's affiliation with related parties of the Bank;

3.2.16. if there is no money on the Account more than 6 (six) calendar months from the date of the last transaction on the Account, pay the outstanding amount to the Bank that has arisen due to nonpayment of the annual card service fee to the Bank;

3.2.17. read the list of countries with increased risk of card fraud (countries with high-risk for card fraud) when leaving Republic of Kazakhstan, which is available on www.halykbank.kz;

3.2.18. reimburse unconditionally reasonable costs and court fees incurred by the Bank due to the Customer's fault and/or associated with the card blocking;

3.2.19. avoid spending money in excess of its own Account balance and Credit Limit (the "Overdraft"). In case of Overdraft the Customer shall immediately repay the amount of made Overdraft and pay the Bank a forfeit for the Overdraft in the amount of 10% (ten percent) per annum of the outstanding amount, which is accrued from 8^{th} calendar day of Overdraft till the date of its full repayment;

3.2.20. by digital card:

3.2.20.1. use the digital card for online payment for goods and services, not requiring further presentation of the digital card (airline reservation/theatre ticketing, hotel reservation, car reservation, etc.);

3.2.20.2. in case of refusal from purchased good/services ordered online and paid by digital card, claim the entrepreneur for returning the cost of purchase in non-cash form by crediting the Account (compensation cannot be done in cash);

3.2.20.3. reimburse the Bank's costs of preventing illegal use of digital card in the amount of duly documented expenses incurred by the Bank;

3.2.20.4. stop using digital card and follow instructions of the Bank in case of any detected unauthorized access by third parties to the Account and other cases provided for by the Agreement and the Rules;

3.2.21. when working in Online banking:

3.2.21.1. perform requirements of the Bank due to granting of access to the transactions in Online banking;

3.2.21.2. pay commission for transactions made in Online banking as per Tariffs of the Bank;

3.2.21.3. not disclose/transfer to other persons personal authorization details (login, password, including additional forms of customer identification available Halyk Mobile App and/or Partner's Mobile App via Halyk Widget SDK), Token device, one-time password, which is delivered by SMS message, password generated by Token device. In addition, all costs and losses that may arise in connection with this, the Customer shall bear independently and may not require the Bank to reimburse them;

3.2.21.4. inform the Bank immediately upon detected or suspected unauthorized access to bank accounts of the Customer, in order to block the access to transactions via Online banking;

3.2.21.5. use Online banking in full compliance with the Online Banking Service Accession Agreement;

3.2.21.6. observe safety rules and Online Banking Service Terms, after each session to ensure the closure of all Internet connection sessions opened to run operations in Online banking;

3.2.22. use only ATMs belonging to/having indication to belonging of the Bank, or POS terminals in the outlets of the Bank for cash withdrawal from the Account without commission of the Bank for cash withdrawal credited by the Unified Accumulative Pension Fund (UAPF) on the Pension Account against obligatory pension contributions, obligatory professional pension contributions;

3.2.23. provide the Bank with information and documents necessary for the Bank to perform its duties under the legislation of the Republic of Kazakhstan and internal documents of the Bank, including information on beneficial owners;

3.2.24. by cards under which the club card Priority Pass/Dragon Pass is issued, according to the Tariffs:

3.2.24.1. comply with the terms of independent program Priority Pass/Dragon Pass/Lounge Key;

3.2.24.2. use club card Priority Pass/Dragon Pass only for airport lounge visits, listed in the directory of airport lounges under the independent program Priority Pass/ Dragon Pass;

3.2.24.3. make full settlements for airport lounge visits under the program Priority Pass/Dragon Pass/Lounge Key, which have been made by the card Visa/Mastercard, Priority Pass/Dragon Pass club cards; In case of missing / insufficient amount of money in the Card account for payment of airport lounge services under the Priority Pass / Dragon Pass / Lounge Key program / reimbursement of the Bank's expenses, the Customer incurs an obligation under the Agreement to the Bank related to the violation by the Customer of obligations in in accordance with the terms of this clause of the Agreement, and is recognized as an Overdraft with the liability provided herein. The Customer's repayment of the Debt is carried out as prescribed in sub-clause 3.3 hereof;

3.2.24.4. ensure safety of the club card Priority Pass/Dragon Pass;

3.2.24.5. if the club card Priority Pass/Dragon Pass is lost/stolen, to notify the Bank immediately in the form of oral or written statement on giving notice to the club Priority Pass/Dragon Pass and reissue of the club card Priority Pass/Dragon Pass in the manner stipulated by the Agreement;

3.2.24.6. reimburse the Bank for the costs of prevention of illegal use of the club card Priority Pass/Dragon Pass by third party in the amount actually incurred expenditures by the Bank, dully documented;

3.2.24.7. reimburse unconditionally the reasonable costs, losses and court fees incurred by the Bank due to Customer's fault, including in the case of late notification of the loss or theft of the card Priority Pass/Dragon Pass;

3.2.25. accept and comply with Bonus Club terms when paying for goods, works and/or services;

3.2.26. make card transactions online only using Password of 3D Secure/ SecureCode/ Authentication Mode by UPI (if the online store uses 3-D Secure/Secure Code technology) and to keep confidentiality of the Password of 3D Secure/SecureCode/Authentication Mode by UPI;

3.2.27. use independently the service "Cash withdrawal without a card" only to receive own money and not allow the use of the service "Cash withdrawal without a card" (money receipt) by third parties;

3.2.28. not to transfer the payment card issued by the Bank to any third parties;

3.2.29. take reasonable measures to maintain the confidentiality of the card details and CVV2-code, not to disclose/transfer to other persons the Password 3D Secure/SecureCode/Authentication Mode by UPI, CVV2-code;

3.2.30. not to disclose / transfer to other persons the information necessary for activating payments via mobile devices (full name, card number, CVV2 / CVC2, validity, password sent by SMS messages). At the same time, the Customer shall bear all expenses and losses that may arise therefrom and cannot demand any reimbursement of such expenses and losses from the Bank.

3.2.31. check the correctness of the transaction amount when making a payment using a QR code.

3.3. **The Bank shall be entitled to**:

3.3.1. change, redraft and amend:

3.3.1.1. the terms and conditions of the Agreement, Rules, Tariffs;

3.3.1.2. other terms of banking services, not defined in the Agreement, Rules;

3.3.2. without further consent of the Customer, to withdraw from the Account through direct debit, also, when Account is blocked:

3.3.2.1. the amount of card transaction;

3.3.2.2. the money erroneously credited to the Account;

3.3.2.3. Customer's arrears in payment of the Account service fee;

3.3.2.4. other Customer’s arrears to the Bank, also, under other bank account agreements, card issue and servicing agreements concluded with the Bank;

3.3.2.5. the amount of the Overdraft that has arisen and the amount of the accrued penalty from 8th calendar day at the rate established for the product;

3.3.2.6. the money credited to the Account at the incorrect maintenance of the Account (withdrawn from the Account only) during pending time of money on the Account. About withdrawal of such money the Bank shall notify the Customer on the day of cash withdrawal from the Account by email/mobile phone/fax/hand delivery/courier/registered mail (depending on the type of services available to the Customer and the shortest period of delivery of the notification to the Customer, in the Bank’s opinion);

3.3.2.7. the amount of airport lounge visits by the Customer/Customer guests;

3.3.2.8. the amount of unauthorized payment, money transfer;

3.3.2.9. the amount of fine accrued by the Card Payment System;

3.3.2.10. the amount of Customer’s debt on Bonuses resulting from failure thereby to comply with the Bonus Club Rules for individuals, including violation of obligations and restrictions set forth in the Rules;

3.3.2.11. the amount of receivables/losses on the Bonus Account/Account in cases where the Customer used Bonuses/Cashback in excess of the accrued balance on the Bonus Account (resulting for any reason, including cases of return of goods)/Account;

3.3.2.12. previously accrued Bonuses/Cashback from the Bonus Account or money from the Account in case of technical failure and/or erroneously accrued Bonuses/Cashback;

3.3.2.13. the outstanding debt of the Customer on the Account, if the debt was caused by a technical failure, which is defined in clause 5.2 hereof;

3.3.3. make conversion at the current rate of cashless purchase/sale of currency established by the Bank without the Customer’s further consent when conducting debit or credit card transactions on the Account, provided that currency of the card transaction differs from the currency of the Account, except for the Reversal transaction, the rate of which is applied at the time of the transaction;

3.3.4. refuse to consider card transaction claimed by the Customer/extra cardholder upon expiration of 45 (forty-five) calendar days from the date of its operation, as well as if such card payment is unauthorized;

3.3.5. not return the card service fee to the Customer, if the Customer applied for termination/repudiation of the Agreement to the Bank in written form after 30 (thirty) calendar days from the card expiry date;

3.3.6. temporary block the card (including, with the right of its further withdrawal) and if necessary, limit the functionality in Online banking:

3.3.6.1. if the Customer/extra cardholder is in breach of the terms and conditions of the Agreement and/or the Rules, including card issue limits according to clause 2.2. of the Agreement;

3.3.6.2. upon receipt of notification from the Customer of loss/theft of the card, as well as unauthorized access to the Account;

3.3.6.3. if the Bank receives resolutions/regulations of the authorized state bodies and/or officials on the suspension of debit operations on the Account, seizure of money on the Account, temporary restriction on disposition of property, as well as instructions of third parties entitled to withdraw money, in accordance with the legislation of the Republic of Kazakhstan. In this case, the card is blocked for the entire validity period of the card or until the execution/revocation of decisions of state bodies and/or officials in accordance with the legislation of the Republic of Kazakhstan;

3.3.6.4. in case the Bank suspects fraudulent or other illegal actions of the Customer/third parties using the Customer's card and/or data, block the Customer's card and restrict the Customer's access to Online banking;

3.3.6.5. in case of receipt of a message from the Card Payment System about fraudulent declassification of card details (card number, validity period and other details, in some cases even PIN code);

3.3.6.6. seized at the Bank’s ATMs;

3.3.6.7. in other cases stipulated in the Agreement and/or the legislation of the Republic of Kazakhstan;

3.3.6.8. if there is no cash flow (incoming and/or outgoing payments and money transfers) on the Account for more than 12 (twelve) months from the date of the last transaction on the Account, except for the Special Account for allowances;

3.3.7. block the Account (including, suspend debit transactions on the Account):

3.3.7.1. if the Customer/extra cardholder is in breach of the terms and conditions of the Agreement and/or the Rules;

3.3.7.2. if the Bank receives resolutions/regulations of the authorized state bodies and/or officials on the suspension of debit operations on the Account, seizure of money on the Account, temporary restriction on disposition of property, as well as instructions of third parties entitled to withdraw money, in accordance with the legislation of the Republic of Kazakhstan;

3.3.7.3. if the Customer has any outstanding obligations to the Bank, including debt under other bank account agreements, card issue and servicing agreements concluded with the Bank;

3.3.7.4. in case of erroneously crediting the Account;

3.3.7.5. in case of the Customer's death;

3.3.7.6. if the Customer violates the Bonus Club Rules for individuals, including the violation of obligations and restrictions set forth in the Rules;

3.3.7.7. upon making transactions with Customer's Bonuses with respect whereto the Bank has suspicions or grounds to believe that they are unlawful and/or do not comply with ongoing promotions/campaigns within the Bonus Club, the Bonus Club Rules or agreements concluded with the Customer.

3.3.7.8. in other cases stipulated in the Agreement and/or the legislation of the Republic of Kazakhstan;

3.3.7.9. in case of card transactions which are suspected or reasonably believed by the Bank to be unlawful.

3.3.8. cancel the card/extra card/club card Priority Pass/Dragon Pass and not return to the Customer the card service fee paid by the Customer:

3.3.8.1. if the Customer/extra cardholder fails to come to the Bank to receive its card/extra card/club cards Priority Pass Dragon Pass during period of more than 3 (three) calendar months from the issue date of the card/extra card/club card Priority Pass/Dragon Pass;

3.3.8.2. upon expiration of one month and more from the date of card blocking due to loss or theft;

3.3.8.3. upon expiration of six months and more from the date of temporary card blocking, stipulated in paragraph 3.3.6 hereof;

3.3.8.4. upon expiration of one month and more from the date of card blocking - when the International Payment System has delivered message on declassification of card details by fraudsters (card number, expiration date and other data, in some cases even PIN code);

3.3.8.5. in the absence of cash flow (incoming and/or outgoing payments and money transfers) on the Account for more than 12 (twelve) months from the date of the last transaction on the Account, except for the Special Account for social welfare.

3.3.9. on detected transactions qualified by the Bank as unauthorized, or when the Customer informs of unauthorized transactions, the Bank reserves the right to carry out activities to dispute card transactions, in accordance with the operating rules of the international payment systems Visa International/MasterCard Worldwide/UnionPay International/ American Express, including in the absence of written application of the Customer;

3.3.10. request to provide information on the Customer's belonging to related parties of the Bank at the time of concluding the Agreement;

3.3.11. prohibit debit transactions on the Account in case of their non-compliance with the requirements of legislation of the Republic of Kazakhstan and internal rules of the Bank;

3.3.12. at its discretion refuse to issue the card to the Customer;

3.3.13. upon Customer's request, register cards of various Card Payment Systems, to be under the Account and charged (as per the Tariffs), which are defined by the terms and conditions of the product, as well as register extra cards in the name of third parties, to be under the Account, based on the form stipulated by the Bank;

3.3.14. set restrictions by types of card transactions and maximum amount of cash withdrawal by the card in order to prevent fraudulent operations and protect the Customer from unauthorized access to the Account;

3.3.15. set limit on the transaction amount in favor of third parties and payments in favor of mobile operators in order to prevent fraudulent operations and to determine independently the authentication methods to confirm such operations in Online banking;

3.3.16. withdraw from the Agreement, to the extent of card issue and servicing, in case of non-payment of the card service fee for the second and subsequent years/ in case of failure to submit the application for card reissue due to expiry of the validity period to the Bank within 2 calendar months;

3.3.17. Repudiate the Agreement and close the Account without the Customer's application for closing the Account:

3.3.17.1. in the absence of cash flows (incoming and/or outgoing payments and money transfers) on the Account more than 12 (twelve) months from the date of the last transaction on the Account, except for the Allowance Account, by sending notification of lack of cash flows on the Account to the Customer, upon expiration of 12 (twelve) months. If during the period specified in the Bank's notification, the Customer fails to resume transactions on the Account, the Bank has the right to transfer the Account balance to the notary's deposit and close the Account, terminate the Agreement;

3.3.17.2. in the absence of money on the Account more than one year, irrespective of current unfulfilled requirements to the Account, by sending a Push notification or SMS message of waiver of the Agreement to the Customer and closing the Account upon expiration of one calendar month from the date of notification;

3.3.18. assign Account the status of dormant account, regardless of the account balance, if no transactions on the Account were made by the Customer during 12 (twelve) months from the date of the last debit transaction made by the Customer, including extra cardholders or its legal representatives. The Accounts opened for the cards Present, Credit cards are not assigned with the status of dormant account.

Beginning from the next month after assigning status of dormant Account, and if the Account has any balance, the Bank is entitled to withdraw from the Account the amount of Account service fee due to the Bank through direct debit, in accordance with the Tariffs of the Bank, as well as the amount in arrears, if any requirements to the Account. The amounts of Account service fee due to the Bank shall be withdrawn after:

assignment of the dormant status to the Account and at the same time, all cards opened under the Account must be closed before such assignment;

closing of the last card opened under the Account of dormant status.

Dormant status shall be changed to active automatically, when Customer, including extra cardholders, legal representatives makes card transaction or PIN-based transaction.

3.3.19. transfer the information on the terms and conditions of the Agreement, Customer's IIN to the employer of the Customer, as well as number of the opened Account, which is banking secrecy of the Customer, and required for salary, if the Customer receives salary via the Account, whereon Customer hereby gives its unconditional and irrevocable consent.

At the same time, the Customer represents that this written consent to the Bank to disclose information constituting banking secrecy, is presented to the Bank by signing the Application Form for payment card issue, which is integral part of the Agreement, at the time of its personal presence in the Bank, in accordance with the procedure established by legislative acts of the Republic of Kazakhstan;

3.3.20. demand that the Customer reimburse the amount received within 30 (thirty) days after applying for closing card/Account/termination of the Agreement by the Customer, and withdraw these amounts from the Account;

3.3.21. transfer Account details via opened communication channels (including, SMS messages, e-mail, fax, telephone, etc.), if the Customer has initiated request to the Bank through such communication channels or has given instruction to send the Account details via such communication channels. The Customer hereby confirms that is aware of the risk of unauthorized access by third parties to the information sent by the Bank through open communication channels, as set forth herein, and undertakes such risk;

3.3.22. independently disable automatic payments set by the Customer to pay for goods and services online (in online shops/on service providers' websites) if the Customer's payment card(-s) expires/is closed and/or if there are repeated insufficient funds in the Account for automatic Internet payments for more than 30 days;

3.3.23. request the Customer to provide additional information and documents related to the transaction in order to check compliance with the requirements of applicable legislation, and data and/or documents not available at the Bank;

3.3.24. temporarily block the Customer's access to Online banking or disconnect from the service in the following cases:

3.3.24.1. when, in the Bank's opinion, such measure is necessary to ensure safety of Online banking;

3.3.24.2. after third incorrect entry of a personal password, and consider this as a security breach;

3.3.24.3. upon detection of the Customer's authorization details transfer by the Customer itself (login, password, Token, as well as additional forms of customer identification available in Halyk Mobile App or in the Partner's Mobile App via Halyk Widget SDK) to other persons. Herewith, the Bank is not responsible for the Customer transactions, which have been made by the Bank before it was detected that such information was transferred to other persons, as they will be deemed made by the Customer;

3.3.25. suspend the transaction in case:

3.3.25.1. if the Account has been seized in accordance with the applicable legislation of the Republic of Kazakhstan, or transactions thereon have been suspended by the Customer or debit transactions on the Account have been suspended by resolutions/regulations of authorized state bodies and/or officials or authorized state body or official passed resolution on temporary restriction to disposition of property;

3.3.25.2. non-compliance of the ongoing transaction with the applicable legislation of the Republic of Kazakhstan;

3.3.25.3. insufficient cash on the Account for payment of the Bank's transaction fee;

3.3.25.4. incomplete (incorrect) transaction details indicated by the Customer, non-compliance of the transaction period;

3.3.25.5. blocking/closing of the Customer current account/current account in the card database/savings account;

3.3.25.6. when, in the Bank's opinion, there is violation or attempts to violate security procedures of Online banking;

3.3.26. block money on the Account in case of the Account crediting during incorrect Account maintenance, in the amount of crediting. Incorrect maintenance shall include cases arising from the Bank servicing the Account and expressed in double crediting the Account of the same amount, wrong selection of a transaction code, incorrect change of currency exchange rates, transaction in-progress, accounting errors (incorrect reflection of the balance-sheet entries, unauthorized balance-sheet entries). The Bank may withdraw money from the Account; make adjustments, correction entries on the Account, when blocking money on the Account at the incorrect Account maintenance. The Bank shall notify the Customer of blocking money on the Account at the incorrect Account maintenance on the day of blocking Account by email/mobile phone/fax/hand delivery/courier/registered mail (depending on the type of services available to the Customer and the shortest period of delivery of the notification to the Customer, in the Bank's opinion). The Customer hereby gives his/her unconditional and irrevocable consent to the blocking of money on the Account by the Bank, in the amount of crediting made on the Account at the incorrect Account maintenance. The blocking period cannot exceed one banking day from the date of detection of incorrect maintenance of the Account;

3.3.27. block money on the Account for the amount of authorization under a card transaction initiated by the Customer until payment document is received for the card transaction made, but no longer than 1 (one) month;

3.3.28. the Bank may transfer to non-commercial Joint-Stock Company State Corporation Government for Citizens, Unified Accumulative Pension Fund JSC, Ministry of Labor and Social Protection of the Republic of Kazakhstan - minimum required personal data of the customer, information constituting banking secrecy of the customer (full name (if any), date of birth, IIN, number of opened account/Allowance Account, as well as information on the last debit transactions indicating the date) necessary to perform the Agreements concluded by the Bank with mentioned joint stock companies. The Customer hereby gives their consent to the Bank to transfer such information by the Bank to the mentioned third parties.

3.3.29. notify the club Priority Pass/Dragon Pass/Lounge Key, including with the right of further withdrawal of the club card Priority Pass/Dragon Pass:

3.3.29.1. upon receipt of notification from the Customer of loss/theft of the card Priority Pass/ Dragon Pass, as well as its unauthorized use;

3.3.29.2. in case of the Customer's violation of the terms and conditions of the Agreement and/or Terms and Conditions of the program Priority Pass/Dragon Pass/Lounge Key;

3.3.30. if the Account is replenished in cash at ATMs/other remote sales channels or by sending a transfer to the Account/card, the Bank is entitled, prior to crediting money to the Account, to repay at the expense of the replenishment amount the Customer's debts on any of its obligations to the Bank, as well as on the instructions of third parties who have the right to withdraw money in accordance with the legislation of the Republic of Kazakhstan;

3.3.31. demand that the Customer (its representative) present information and documents required for identification of the Customer (its representative), and provide information on the tax residence, type of activity and funding source of the transactions, documents related to the transaction;

To request the Customer (its representative) to provide any other information and documents stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and combating the financing of terrorism and the financing of proliferation of weapons of mass destruction and (or) within the framework of the requirements set forth by international economic sanctions;

3.3.32. refuse the Customer to make debit transactions on the Account, and (or) suspend all debit transactions on the Customer bank accounts in case of suspicion that such transactions are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism, as well as for the purposes of violating/avoiding the requirements of international economic sanctions;

3.3.33. take measures to terminate the Agreement, including termination of business relations with the Customer by unilateral termination of the Agreement, in cases:

3.3.33.1. impossibility to take measures stipulated by the Law of the Republic of Kazakhstan “On anti-money laundering and combating the financing of terrorism” and the financing of proliferation of weapons of mass destruction and the Bank's internal documents;

3.3.33.2. if there are sanctions against the Customer imposed under the jurisdiction of any country (e.g. USA, European Union, UK and others) or international organization (including but not limited to FATF and UN);

3.3.33.3. suspicions arise in the process of reviewing transactions performed by the Customer that business relations are used by the Customer for money laundering or terrorist financing purposes;

3.3.33.4. the Bank has reasons to suspect that the Customer's transactions are used for the purposes of money laundering or terrorism financing and/or are subject to international economic sanctions or are aimed at evading international economic sanctions;

3.3.33.5. repeated refusals to perform debit transactions on the Account or suspension of all transactions on the Customer's bank accounts;

3.3.33.6. stipulated by the Bank's internal documents and procedures on anti-money laundering and combating the financing of terrorism and the financing of proliferation of weapons of mass destruction;

3.3.34. refuse or discontinue any Customer transaction, if such refusal or termination is carried out by the Bank pursuant to sanctions imposed in accordance with the jurisdiction of any country (for example, USA, European Union, UK and others) or international organization (including but not limited to the FATF and UN), the effect of which applies to the Bank and the Customer, and the Customer unconditionally agrees with this;

3.3.35. establish the rules of the Bonus Club, and the Customer unconditionally agrees with this. The Operational Rules of the Bonus Club for individuals are available on the corporate website of the Bank www.halykbank.kz;

3.3.36. The Bank has the right, and the Customer/extra cardholder unconditionally agrees, to provide the access to the information on the amount of accumulated bonuses both before and after card transaction to the entrepreneur, who has entered into card service agreement with the Bank, the Customer/extra cardholder;

3.3.37. transfer information about the Customer as the account holder (full name, date of birth, IIN, information about the open account number under the Agreement, except for code word, the terms of the Agreement) to Halyk Group entities (the Bank and its subsidiaries), the Bank auditors, Infocus LLC, Visa International/ MasterCard Worldwide/UnionPay International/American Express international payment systems, Priority Pass/Dragon Pass/ Lounge Key clubs, Aspire Concierge Services LLC, Boingo Wireless Inc., Collinson International Ltd., and foreign diplomatic missions and consular offices in the Republic of Kazakhstan, where requested, 9. At the same time, the Customer represents that this consent has been provided to the Bank in writing by signing the Application form for payment card issue, which is an integral part of the Agreement;

3.3.38. not later than 5 working days from the date of receipt of the letter of the Non-Profit Joint Stock Company "State Corporation" Government for Citizens”, refund from the beneficiary’s pension, allowance account the pension, benefit amounts that were excessively transferred after the beneficiary’s death, or leaving the country for permanent residence outside the Republic of Kazakhstan, or in individual cases termination and loss of grounds for payment, or death of dependents;

3.3.39. in order to identify the Customer/authorize the Customer’s transactions, additionally use:

3.3.39.1. the Customer’s photo, which is placed in the Bank’s database (if available);

3.3.39.2. the Customer biometric data (if there is a corresponding application from the Customer);

3.3.39.3. other identifying parameters;

3.3.40. refuse any card transaction of the Customer/additional cardholder if it is discovered that Customer and/or additional cardholder has put any stickers on the card. In this case, the Bank's denial of service is not a violation of terms of the Agreement by the Bank. If the Customer/additional cardholder remove the sticker(s) from the card, the card is not required to be replaced; the Bank will not detain/remove the card.

3.3.41. To restore the amount of the disputed transaction, which was made with cash in the Bank's self-servicing machines by transferring this transaction amount to the Customer's account available with the Bank, or to give out cash via the cash office at the Customer's request.

3.4. The Bank shall be obliged to:

3.4.1. open the Account, issue the card and PIN envelope thereto (if the card is issued with PIN envelope) to the Customer or its legal representative, or its attorney under the notarized power of attorney issued by the Customer, within 15 (fifteen) banking days from the date of receipt of the application for card issue and payment by the Customer of the card issue fee and Account service fee under the Tariffs;

3.4.2. ensure maintenance of the Account, in accordance with the legislation of the Republic of Kazakhstan, Agreement, Rules, service terms of Online banking, Rules of general terms and conditions of Bank operations and internal rules of the Bank;

3.4.3. credit money on the Account in favor of the Customer within banking day of the Bank on the day of money receipt and receipt of duly executed payment documents by the Bank;

3.4.4. provide the Customer with additional statements during 10 (ten) banking days from the date of receipt of request;

3.4.5. notify the Customer of any changes, including restatements, amendments to the Agreement, Rules, and Tariffs 15 (fifteen) calendar days prior to the effective date of such changes, amendments by placing the information in branches/subdivisions and on the Bank's website: www.halykbank.kz. In this case, the notification of amendments to the Agreement, Rules, and Tariffs shall specify the option to terminate the Agreement without extra charges therefor, if any set by the Bank, prior to the effective date of the amendments.

3.4.6. The Bank shall post and update the list of countries with increased risk of card fraud on www.halykbank.kz;

3.4.7. notify the Customer in writing by Push notification, if the Bank blocks the card at its own initiative, within 10 (ten) banking days from the date of change or blocking;

3.4.8. perform electronic documents of the Customer provided that there are no grounds for suspension, refusal to carry out a transaction, blocking of the Account, card, and the transaction is compliant with the requirements of the applicable legislation of the Republic of Kazakhstan;

3.4.9. register received, made and rejected electronic payment documents in the electronic log book;

3.4.10. consider Customer appeals, including in case of disputes involving the card use. The period of consideration of the Customer appeal shall be as follows:

1) upon applications for reimbursement of an unauthorized transaction - within fifteen calendar days from the date of receipt of such an application, the Bank refunds to the customer the amount of money in the amount of an unauthorized transaction or sends a notice on refusal to reimburse an unauthorized transaction with an indication of the reason. In case of need for additional study by receiving information from third parties or conducting an audit, the Bank reviews the application of the payment cardholder and passes resolution on it within thirty calendar days for transactions within the Republic of Kazakhstan or sixty calendar days for transactions committed abroad;

2) on applications for the consideration of a standard dispute situation in cases where it is not required to receive information from third parties - not more than thirty calendar days from the date of receipt of the application;

3) on transactions for which additional time is required to receive and study information from third parties:

within the Republic of Kazakhstan no later than 30 days from the date of receipt of the application, the Bank sends information on the current results of the investigation with an indication of the deadline for final consideration of the appeal in accordance with the IPS Rules;

for foreign transactions, a similar notification shall be sent to the customer not later than 45 days from the date of submission of the application.

3.5. The Customer hereby expresses its unconditional and irrevocable consent to the withdrawal by the Bank of all amounts due under the Agreement, including the amount of fees, forfeits, costs and expenses, including in the cases provided in sub-clauses 3.3.2, 3.3.18, 3.3.20 of clause 3.3 of the Agreement, and also amounts erroneously credited to the Account, as well as money credited to the Account at the incorrect maintenance of the Account, other due amounts of the Customer to the Bank under other bank account agreements, card issue and servicing agreements concluded with the Bank, the amount of penalty issued by the Card Payment System, from the Account though direct debit of the Account.

3.6. The Customer and the Bank shall also have other rights and obligations under the Agreement, the Rules, applicable legislation of the Republic of Kazakhstan.

4. Terms of Settlement

4.1. The Account is maintained in tenge/US Dollar/Euro/Russian Ruble/British Pound/Chinese Yuan/UAE dirham.

4.2. For the services provided under the Account, the Bank charges commission in the amount established by the Tariffs. The Tariffs are posted on the Bank's website www.halykbank.kz.

4.3. The settlement currency for Bank cards with Card Payment System shall be tenge/US Dollar/Euro/Russian Ruble/British Pound/Chinese Yuan/UAE dirham. The amount of card transaction made via Card Payment System shall be converted to USD/EUR at the rate established by the Card Payment System on the settlement date with the Bank on this card transaction. At the same time, the Bank has the right to establish other currency of settlements with the Card Payment System. The Bank shall not be liable to the Customer for the actions of the Payment Card System to convert the currency of the card transaction into the settlement currency, including for the difference of the currency of settlements on the card transaction from the transaction currency.

4.4. Monthly statement is handed to the Customer or its attorney, who is acting under the power of attorney issued by the Customer in the Customer's servicing branch of the Bank, in Online banking or by means of electronic self-service machines (ATMs, terminals). For the customers:

4.4.1. of specialized structural divisions, the Monthly statement can be sent by email or by courier;

4.4.2. connected to the service "Email Statement", the Monthly statement can be sent by email.

4.5. If no claims for Monthly statement are received by the Bank within 5 (five) banking days from the date of its receipt by the Customer, it is considered to be confirmation of the accurate information therein.

4.6. The amount of authorization shall be excluded (blocked) from the amount of Customer's available balance on the Account until it is withdrawn from the Account as provided for by the Agreement, or until the Bank receives confirmation that amount of authorization has been paid. Moreover, if the authorization is carried out on the card transaction in a currency other than the currency of the Account, in order to prevent overdraft the Bank shall additionally deduct (block) 1 (one) percent of the amount of authorization from the Customer's available money.

4.7. With a multi-currency card, the blocking of funds at the time of authorization of a debit transaction is effected for the entire amount of the transaction as follows:

1) blocking is carried out at the Account for the entire amount of the transaction in the currency corresponding to the currency of the card transaction, irrespective of sufficiency of money in such Account. In case of insufficient money in the transaction currency on the Account on the authorization day, the money is (added) transferred from other Multicurrency Card Accounts by direct debiting, the withdrawn missing amount is converted during such additional transfer at the foreign exchange non-cash purchase/sale rate set by the Bank at the time of processing of payment document for transfer;

2) in the event that the multicurrency card does not have an Account in the transaction currency, blocking for the entire amount of the transaction and further debiting is effected on the Account the currency of which is the same as the currency of settlements with the Payment Card System, except Visa International card system.

In relation to cards of Visa International system, if the transaction currency is euro, Russian ruble, UAE dirham or British pound, then blocking and debiting is always effected on the Account in tenge. If the currency of the transaction does not correspond to any of the indicated currencies (euro, Russian ruble, UAE dirham or British pound), blocking and debiting is effected on the Account, the currency of which coincides with the currency of settlements with the Payment Card System;

3) in the event that multicurrency card does not have Account in the currency of settlements with the Payment Card System for the transaction, blocking and further debiting under the card transaction is effected on the Account in tenge.

4.8. The procedure of currency conversion under card transaction to the Account currency:

4.8.1. if the currency of crediting the Account differs from the Account currency, the Bank shall convert proceeding money at the current non-cash buying/selling rate, which is set by the Bank at the time of receipt of the payment document;

4.8.2. during debit card transactions on the Account in a currency other than the Account currency, the Bank shall convert the withdrawn amount to the card transaction currency at the current non-cash buying/selling rate, which is set by the Bank at the time of receipt of the payment document;

4.8.3. The Bank sets the non-cash buying/selling rate on a daily basis and posts it on the website of the Bank: www.halykbank.kz. The non-cash buying/selling rate can be changed by the Bank during the day, depending on the market situation;

4.8.4. when the customer carries out the "Conversion" transaction (transfer of money between the Accounts of one multicurrency card) on multicurrency card in Online banking, the Bank performs conversion at the foreign exchange non-cash purchase/sale rate set by the Bank for Online banking transactions at the time of processing of the payment document.

4.9. When replenishing the Account with cash in ATMs/other remote sale channels or by sending a transfer to the Account/card, the Bank shall, before crediting money to the Account, enable the Customer to promptly use the replenishment amount for the card transactions to be made by the Customer. The period of receipt of payment documents for crediting the transfer to the Account can take up to 5 (five) banking days. With respect to transfers sent to the Account, the Bank shall credit money to the Account based only on the payment document received by the Bank until the end of the banking day, on which the Bank received the payment document, provided that there are no incorrect details.

If the Account is replenished in cash at ATMs/other remote sales channels or by sending a transfer to the Account/card, the Bank is entitled, prior to crediting money to the Account, to repay at the expense of the replenishment amount the Customer's debts on any of its obligations to the Bank, as well as on the instructions of third parties who have the right to withdraw money in accordance with the legislation of the Republic of Kazakhstan

4.10. When accepting the Customer’s instructions to use protective actions against unauthorized payment and / or money transfer, the following elements of protective actions may be used, including but not limited to:

enter PIN code in ATMs and POS terminals, enter valid password 3D Secure / SecureCode / Authentication Mode by UPI and / or enter CVV2 code / CVC2 code in online payment for goods and services;

the Customer/Customer’s representative signs in person payment document at the Bank’s premises;

upon the Customer’s personal visit to the Bank, communication of a one-time password to the Bank employee, which is sent by the Bank in the form of an SMS to the Customer’s Trusted Number or a Push notification sent via Online banking and containing information on the main terms and conditions of the transfer (payment), and on the Customer’s consent to the same when communicating the password to the Bank employee;

upon the Customer’s personal visit to the Bank, sending of a one-time password to the Customer’s Trusted Number in the form of an SMS, or sending a Push notification via Online banking containing information on the main terms and conditions of the transfer (payment), and the Customer’s consent to the same by sending by the Customer of a one-time password to the Bank via SMS;

the Customer’s dynamic identification upon the Bank providing payment service;

the payment document is signed by the Customer with electronic digital signature;

when the payment document is signed by the Customer’s representative, such representative shall provide an original power of attorney and the Bank shall checks the authority of the Customer’s representative to sign the payment document against the original power of attorney.

using the Face Pay system when the Bank provides a payment service. In this case, the debit is made from the Customer's main card, which the Customer can select (change) in Online Banking

4.11. The Customer instructs, and the Bank assumes the obligations to directly debit the Customer’s bank accounts opened with the Bank so as to pay the stamp duty for registration of encumbrance (lien)/release of the real estate and movable property pledged to the Bank from encumbrance.

By acceding hereto, the Customer gives its unconditional and irrevocable consent to the Bank to withdraw the stamp duty for registration of encumbrance (lien)/release of the real estate and movable property pledged to the Bank from encumbrance from the Customer's bank accounts based on the Bank's payment order by direct debiting.

Transfer transactions shall be carried out provided only that there are sufficient funds on the Customer's account and the Customer's bank account is free from seizures and/or restrictions imposed by the competent authorities and/or authorized persons in accordance with the legislation of the Republic of Kazakhstan.

Direct debiting of the Customer's Account shall be performed based on the payment information provided by the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan / the State Corporation "Government for Citizens" NJSC, which specifies the amount of the stamp duty and beneficiary's details.

5. Liability of the Parties

5.1. **The Bank shall be liable for**:

5.1.1. disclosure of banking secrecy – in accordance with the applicable legislation of the Republic of Kazakhstan;

5.1.2. delay in crediting the Account received by the Bank in favor of the Customer - in the amount of 0.02% of the untimely credited amount for each day of delay;

5.1.3. error transaction on the Account. The Bank's responsibility in this case is limited to the cancellation of erroneous transaction;

5.1.4. unauthorized payments made by its fault, after notification of the Customer of the loss, theft or unauthorized use of card has entered into force. Losses related to unauthorized payment shall be reimbursed by the Bank as a chargeback on the Account of the amount of unauthorized payment and commission for unauthorized payment;

5.1.5. unjustified denial of execution of payment service to the Customer. If the Customer has paid a commission for the service, the Bank shall compensate the Customer for the damage in the amount of the commission paid by the Customer. If the Customer has not paid the commission for the service, the Bank shall compensate the Customer for the damage in the amount of one monthly calculation index.

5.2. **The Bank shall not be liable for**:

5.2.1. denial of servicing cards/club cards Priority Pass/Dragon Pass by third party;

5.2.2. quality of goods, works and services purchased by the card;

5.2.3. limits, restrictions and additional fees for the card/club card Priority Pass/ Dragon Pass, established by third party, which may affect interests of the Customer/extra cardholder;

5.2.4. consequences of delayed application by the Customer/extra cardholder to the Bank for blocking lost/stolen card/extra card/club card Priority Pass/Dragon Pass;

5.2.5. damage caused to the Customer/extra card holder due to connection to the service "SMS Password Delivery" of another's mobile phone number, and due to registration/change of the trusted number to someone else's phone number, transfer of one-time SMS passwords sent for password recovery or non-cash transactions in Online banking, in the full amount of damage caused to the Customer/extra cardholder;

5.2.6. consequences of blocking the Account/card, including the suspension of debit transactions on the Account, cash withdrawal from the Account without the Customer's consent, limited disposal of money on the Account, when the Bank receives resolutions/regulations of the authorized state bodies and/or officials on temporary suspension of debit transactions on the Account, seizure of money on the Account, the temporary restriction on disposal of property, as well as instructions of third parties, who are entitled to withdraw cash, in accordance with the legislation of the Republic of Kazakhstan, in case of crediting the Account with allowances paid from the state budget, and (or) social payments from the State Social Insurance Fund, if the Customer has not opened Allowance Account;

5.2.7. refusal to fulfill or terminate fulfillment of the Customer's payment instructions due to sanctions provided in sub-clause 3.3.37 of clause 3.3 hereof, as well as for losses caused to the Customer in this regard;

5.2.8. consequences of disabling restrictions on Internet card transactions by the Customer and shall not reimburse the Customer the money, which have been illegally withdrawn from the Account in this case;

5.2.9. consequences of the disclosure by the Customer of Password of the 3D Secure/SecureCode/Authentication Mode by UPI, which is confidential and can only be known to the

Customer, and does not reimburse the Customer money, which have been illegally withdrawn from the Account in this case;

5.2.10. choice by the Customer of the Password type: 3D Secure/SecureCode (static/dynamic);

5.2.11. consequences of the selection by the Customer of online shops/websites for payments using the Bank card and failure to comply with the Bank’s recommendations for verifying the security of websites;

5.2.12. in case of technical malfunctions (disconnection/damage to power supply and communication networks, software malfunctions, if this does not apply to the Bank’s business risk, and performance of scheduled (technical) works of the processing center and the Bank’s database, technical failures in international payment systems), if this is not entailed by the actions of the Bank employees, which resulted in the Bank failing to comply with the terms of the Agreement;

5.2.13. any possible negative consequences for the participation of the customer in transactions of entrepreneurs providing services in the areas of binary options trading, forex transactions, all types of investments, currency exchange, currency speculation, gambling, and other types of services that may carry the risks of financial losses;

5.2.14. losses of the cardholder as a result of writing off money from the Account by third parties on the basis of payment documents that do not require the consent of the cardholder;

5.2.15. relations between the Customer and the extra cardholder related to card transactions on the Account;

5.2.16. indication by the cardholder of incorrect/insufficient details when making payments and money transfers;

5.2.17. relations between the cardholder and its employer, including, inter alia, the failure by the employer to provide the cardholder with information about the Tariffs for the Salary Project (and if any changes thereto), and the exclusion of the cardholder from the Salary Project;

5.2.18. additional costs/losses of the cardholder associated with the conversion of the currency of card transactions in accordance with the terms of the Agreement;

5.2.19. actions of the Payment Card System on the conversion of the currency of the card transaction to the currency of settlements, including for the difference in the currency of payments on the card transaction from the authorization currency;

5.2.20. actions of the Payment Card System and/or correspondent bank participating in the card transaction, which resulted in the impossibility of conducting card transaction, including the inability to complete the money transfer on a card transaction.

5.2.21. damage caused to the Customer/additional cardholder as a result of unauthorized transactions by the Customer due to the transfer of the mobile device to a third party, in the applications of which the payment details of the cards issued by the Bank are linked, as well as due to fraudulent and other illegal actions of third parties (including, but not limited to: unlawful possession of the mobile device and the Customer's data, ways of misleading the Customer, resulting in the execution of card transactions, execution of bank cards, and other illegal actions of third parties).;

5.2.22. decline by the Payment Card System to accept financial claims initiated by the Bank upon the Customer’s appeal:

- for unauthorized transaction of less than USD 25 or its equivalent in another currency made with American Express payment card;
- for transactions of less than USD 25 or its equivalent in another currency made with a certain group of entrepreneurs (air, railway, hotels, cruises, rental companies, etc.);
- for more than 35 (thirty-five) transactions made with MasterCard;
- for more than 35 (thirty-five) transactions made with Visa card.

5.2.23. any damage caused to the Bank / cardholder as a result of the card transfer to third parties.

5.2.24. correctness of the amount of transaction entered by the Cardholder when making a payment with appliance of QR code;

5.2.25. refusal of the Payment Card System to make a refund in case of entering by the Cardholder of an incorrect amount of transaction when making a payment with appliance of QR code;

5.2.26. refusal of the third party - money sender to credit money to the Customer's card chosen by the Customer as a means of receiving money from this person;

5.2.27. relations between the Customer and the third party - money sender, including those related to the fulfillment of the third party's obligations to credit money to the Customer's card and fulfillment of the Customer's obligations to the third party (if any).

5.2.28 entered recipient's IIN data/payment card number when replenishing a card account via ATM.

5.2.29 provision of data and reporting to authorized bodies on received income (amounts of accepted payments and other types of reporting) under the Self-employed regime.

5.3. **The Customer shall be liable for**:

5.3.1. consequences of delayed application to the Bank for blocking the lost/stolen card/ club card Priority Pass/Dragon Pass – to the full extent of damage caused to the Bank;

5.3.2. failure to return to the Bank the money erroneously credited to the Account - in accordance with the applicable legislation of the Republic of Kazakhstan;

5.3.3. insufficient control of cash outflow from the Account, failure to comply with the Rules and the terms and conditions of the Agreement - to the full extent of damage caused to the Bank;

5.3.4. expenses and legal fees incurred by the Bank by the fault of the Customer/extra cardholder, - to the full extent of the damage caused to the Bank;

5.3.5. consequences of delayed application to the Bank for reissue/ replacement of card after visiting countries with increased risk of card fraud, including by the extra cardholders, as well as for the consequences of the Customer's refusal (for any reason) from such reissue/replacement of the card, when Bank notifies of necessity for such reissue/replacement of the card after visiting countries with increased risk of card fraud by the Customer/extra cardholders. At the same time, the Bank shall not be liable and reimburse the money, which have been illegally withdrawn from the Account in the abovementioned cases;

5.3.6. failure to submit or late submission of the application at the request of the Bank for consideration of disputes and/or documents relating to the dispute (e.g. payment receipt of goods/services in cash, materials on correspondence with an Internet entrepreneur, indicating the Customer's attempts to resolve the disputable situation on their own, etc.);

5.3.7. failure to submit or submission of false information at the conclusion of the Agreement on the Customer's belonging to related parties of the Bank;

5.3.8. consequences of indicating in the Application Form for card issue/ extra card issue, the application for changing details in the card database, the application for card reissue, of someone else's number in the field for a trusted number, and also when registering/changing the trusted number to someone else's phone number via ATM (ATM of the Bank) and changing the trusted number to someone else's phone number in Online banking on the Bank's website: https://www.Homebank.kz/ and in Halyk Mobile App available at Google Play and App Store for Android and iOS platforms and/or in the Partner's Mobile App via Halyk Widget SDK;

5.3.9. installed mobile applications associated with the use of money from the Account, loss of mobile phone/tablet/device with any installed mobile application related to the use of money from the Account and timely notification of the Bank to block the card/cards connected to the mobile application;

5.3.10. disabling 3D Secure/SecureCode;

5.3.11. consequences of the disclosed Password of 3D Secure/SecureCode/Authentication Mode by UPI;

5.3.12. choice of a Password of 3D Secure/SecureCode (static/dynamic);

5.3.13. consequences of the transferred mobile device to a third party, with its applications having payment details of the cards issued by the Bank;

5.3.14. consequences of choosing transaction currency;

5.3.15. consequences of choosing an online shop/web site for payments using the Bank card and failure to comply with the Bank's recommendations for verifying the security of website;

5.3.16. failure to fulfill the obligation not to use the card for entrepreneurial activity (with the exception of the card for Self-employed), or any illegal purposes, including payment for goods, works and/or services prohibited by the legislation of the Republic of Kazakhstan;

5.3.17. violating the requirements of the legislation of the Republic of Kazakhstan, regulating registration, tax registration of individuals engaged in sole proprietorship without establishing a legal entity (with the exception of the card for Self-employed), in accordance with the statutory procedure of the Republic of Kazakhstan.

5.3.18. safety of their authorization parameters in Halyk Mobile App and/or Partner's Mobile App via Halyk Widget SDK.

The Customer agrees and confirms that bank transactions made using the Customer's authorization parameters in Halyk Mobile App and/or Partner's Mobile App via Halyk Widget SDK are considered to be made on behalf of the Customer, and all responsibility for the consequences of such transactions rests with the Customer.

5.3.19. correctness of the specified payment amount when making a payment using a QR code.

5.3.20. indication of an incorrect payment card number and/or beneficiary's IIN when replenishing a payment card via ATM (Bank's ATM).

5.4. The Parties shall not be held liable for any partial or complete failure to fulfill obligations, if such failure was caused by force majeure circumstances: fire, flood, earthquake, failure of electric power supply and other circumstances beyond the control of the Parties, for the duration of these circumstances. At the same time, the Parties undertake to take any possible efforts for early recovery of conditions for the proper performance of their obligations.

6. Dispute Resolution

6.1. All disputes and disagreements arising from the performance of the Agreement shall be resolved whenever possible through negotiations between the Parties.

6.2. All disputes, which have not been resolved, shall be settled in the courts of the Republic of Kazakhstan in the manner prescribed by the legislation of the Republic of Kazakhstan.

6.3. The Parties shall agree to recognize transaction details on machine-readable medium, as well as in electronic form (if electronic transaction is made using electronic digital signature in the presence of the registration certificate issued by Certificate Authority) as evidence in dispute resolution.

6.4. Written notifications shall be deemed received by the other Party, if they are handed out to this Party against signature or sent by registered mail to the address indicated in the application for card issue (if there is any postal receipt).

6.5. If the Bank recognizes validity of Customer' loss, the Bank shall pay them to the Customer in the form and within the period determined by agreement between the Bank and the Customer. If court recognizes Customer's loss, the Bank shall refund them in accordance with the decision of the court.

7. Validity, Dissolution, Termination, and Amendment of the Agreement

7.1. The Agreement shall enter into force on the date of acceptance by the Bank of the Application Form signed by the Customer for payment card issue, and after the terms of the Agreement are read and understood by the Customer. The Agreement shall be terminated, dissolved in accordance with the terms and conditions of the Agreement.

7.2. Any amendments to the Agreement, Rules, Tariffs shall be effective after 15 (fifteen) calendar days from the date of notification of the Customer by the Bank, in the manner prescribed by the Agreement.

7.3. The Customer is entitled to withdraw from the Agreement in the absence of outstanding obligations under the Agreement by giving appropriate written notice to the Bank and delivery of all cards to the Bank issued under the Agreement:

7.3.1. 30 (thirty) calendar days prior to the Agreement's termination date determined by the Customer,

7.3.2. prior effective date of the amendments to the Agreement, Rules, Tariffs introduced by the Bank in accordance with the procedure specified in this Agreement.

7.4. Provided that there is the Bank's notice of amendments to the Agreement, Rules, Tariffs, the Customer has the right to withdraw from the Agreement, without payment of additional fee for its termination, if any, prior to the effective date of amendments to the Agreement and/or Rules and/or Tariffs. If during the period after notification by the Bank of amendments to the Agreement, Rules, Tariffs, and prior to the effective date of such amendments, the Customer shall not withdraw from the Agreement due to disagreement with such amendments, after this period the Agreement shall continue to have effect given the amended Agreement, Rules, Tariffs, the introduced amendments shall be deemed as accepted by the Customer.

7.5. To the extent provided for in the Agreement, the legislation, the Bank may withdraw from the Agreement by giving the Customer a relevant notice at least 30 (thirty) calendar days prior to the intended date of termination, unless shorter period is provided for by the legislation of the Republic of Kazakhstan, or by posting the relevant notice on the Bank's corporate website at www.halykbank.kz/ in other media, as may be selected by the Bank, within the specified term.

7.6. Upon termination of the Agreement:

7.6.1. no commission fee paid by the Customer for the Account maintenance shall be returned;

7.6.2. once the Customer repays any outstanding amounts to the Bank, the Customer may receive its Account balance in cash or have it transferred to the Customer’s bank account /under details indicated by the Customer, upon the written instruction received from the Customer, within a banking day following the day of receipt of such written instruction;

7.6.3. The Customer shall be obliged to destroy any cards issued to him/her and extra cardholders to the Bank.

7.7. The Agreement shall terminate after full settlements between the Parties. Dissolution and termination of the Agreement constitute a basis for closing of the Account.

7.8. Any other matters not covered by the Agreement, Rules, shall be governed by the applicable legislation of the Republic of Kazakhstan.