

Retail Unallocated Metal Account Accession Agreement

This Retail Unallocated Metal Account Accession Agreement (the “Agreement”) shall determine the standard terms and conditions for opening, maintaining and closing the unallocated metal account of individual (the “Customer”) with Halyk Bank JSC (the “Bank”).

Article 1. Introduction

1.1. This Accession Agreement, concluded between Halyk Bank JSC and the Customer who submitted an application for opening the retail unallocated metal account (the “Application”), shall determine the standard terms and conditions for accounting of precious metals in the retail unallocated metal account (the “Metal Account”).

This Agreement is an accession agreement concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan. The Agreement and the Application form are posted on the Bank’s official web-site www.halykbank.kz.

1.2. The Agreement is concluded by submitting the Application signed by the Customer to the Bank’s outlet or by signing the Application in the mobile app electronically with the use of identification and authentication methods of the Customer provided for by the legislation of the Republic of Kazakhstan and the Bank’s internal documents.

The Application signed by the Customer in the manner prescribed hereby shall serve as the certification that the Customer has read, understood and fully accepted the Agreement without any comments or objections. The Customer shall not be entitled to refer to the absence of its signature herein as a proof that it did not receive/read/understand/accept it, if the Bank has a copy of the Application signed by the Customer in the manner prescribed hereby. By signing the Application, the Customer shall accept all terms and conditions for opening, maintaining, closing the Metal Account and accede hereto, and shall also confirm that all provisions of this Agreement fully correspond to the Customer’s interests and will.

1.3. The Application accepted by the Bank and all annexes hereto, if included in the Agreement by the Bank, are integral parts of the Agreement.

1.4. This Agreement shall not apply to opening, maintaining and closing the retail unallocated metal accounts by the Bank to individual entrepreneurs, private notaries, private bailiffs, lawyers and professional mediators.

Article 2. Terms and definitions

2.1. The following terms are used herein:

2.1.1. Bank is Halyk Bank JSC, its branches, outlets, other subdivisions, employees;

2.1.2. The Metal Account is an unallocated metal account opened by the Bank to account for refined precious metals without specifying their individual characteristics, as well as to carry out operations for accepting, allocating, buying and selling refined precious metals in depersonalized (non-physical) form. The Metal Account is not a bank account.

2.1.3. RPM is refined precious metals that have undergone processing and purification from impurities and accompanying components, brought to a quality corresponding to international quality standards adopted by the London Bullion Market Association (LBMA) or the London Platinum and Palladium Market (LPPM) and/or quality standards and requirements established in the member states of the Eurasian Economic Union and/or quality standards and technical specifications of the country of origin, as well as precious metal coins with a precious metal content of at least 99.99% (ninety-nine and ninety-nine hundredths percent) for gold and silver.

2.1.4. Customer is an individual;

2.1.5. ounce means a troy ounce, equal to 31.1034768 gram;

2.1.6. authorized body is the National Bank of the Republic of Kazakhstan;

2.1.7. account statement is a duly executed document containing the information on conditions of the Metal Account, provided by the Bank in paper form or electronically upon request of the Customer or the third parties in accordance with the requirements of the legislation of the Republic of Kazakhstan and reflecting credit/debit operations on the Metal Account for a specific period of time;

2.1.8. available balance is a balance in ounces on the Metal Account;

2.1.9. online banking is a remote access system to electronic banking services via internet on the Bank's special website at <https://www.myhalyk.kz/> and <https://www.Homebank.kz/>, as well as in mobile app "MyHalyk" and "Halyk Super App", posted in Google Play and App Store for Android and iOS platforms;

2.1.10. tariffs are the current tariffs determining the amounts of Bank's commission fees charged for the services provided/operations made hereunder. The tariffs are posted on the web-site of the Bank at www.halykbank.kz;

2.1.11. AML/CFT is anti-money laundering and combating the financing of terrorism;

2.1.12. FPWMD is financing of proliferation of weapons of mass destruction.

Article 3. Scope of Agreement

3.1. Upon the Customer's Application, the Bank shall open the Metal Account for accounting of such RPM as gold and silver in depersonalized (non-physical) form, maintain the Metal Account in accordance with the terms and conditions of the Agreement, requirements of the legislation of the Republic of Kazakhstan, and the Customer shall pay for the Bank's services in accordance with the terms and conditions of the Agreement.

3.2. The Metal Account hereunder is a demand account, that is an account where the storage period of RPM is unlimited.

3.3. No interest shall be accrued on the balance of RPM in the Metal Account.

3.4. The Metal Account may be opened with a zero balance.

No minimum or maximum balance of RPM is established in the Metal Account.

Article 4. Metal Account opening

4.1. The Metal Account shall be opened by the Bank if the Customer has the following:

4.1.1. a valid identity document and IIN.

4.1.2. passing the Bank's identification/verification procedures and KYC/AML checks (including remote procedures);

4.1.3. a current account with the Bank, including one to which a payment card is issued, for settlement when buying/selling RPM.

4.2. The Bank shall be entitled to refuse to open the Metal Account or suspend its opening if there are grounds stipulated by the legislation of the Republic of Kazakhstan, internal procedures including requirements of AML/CFT and KYC, international economic sanctions¹.

4.3. The date of assigning the number of the Metal Account in the Bank's accounting systems shall be the date of opening the Metal Account.

4.4. Only one Metal Account may be opened for the Customer hereunder.

Article 5. Operations through the Metal Account

5.1. The following operations shall be made in the Metal Account.

5.1.1. crediting RPM in ounces to the Metal Account;

5.1.2. debiting RPM from the Metal Account.

¹ Coercive measures of a political, diplomatic or economic nature, imposed by any international organization, government of a foreign state or authorized government body of a foreign state, and providing for a partial or complete ban on trade, financial and other operations/payments/transfers with individuals or legal entities, a state/territory and/or its residents, against whom sanctions have been imposed.

Crediting RPM to the Metal Account, debiting RPM from the Metal Account shall be made upon opening, closing of the Metal Account, when buying/selling RPM in ounces via online banking or Bank's outlets according to the Customer's purchase/sale request/application, as well as in other cases provided for in the Agreement and the legislation of the Republic of Kazakhstan.

5.2. Sale of RPM from the Metal Account shall be made within the limit of RPM balance on the Metal Account.

5.3. Purchase/sale of RPM shall be made:

- for foreign currency;
- for Kazakhstan tenge.

The Bank independently shall establish the list of currencies in which purchase/sale of RPM are made and may change it at its discretion.

5.4. Operations with RPM through the Metal Account shall be made at the current conversion rate established by the Bank on the date of an operation. The current conversion rate shall correspond to the RPM purchase/sale rate in effect at the Bank on the date of an operation. The RPM exchange purchase/sale rate in depersonalized (non-physical) form shall be established by the Bank on a daily basis and shall be posted on the Bank's website at www.halykbank.kz and in the Bank's branch/other subdivision. The RPM exchange purchase/sale rate in depersonalized (non-physical) form may be changed by the Bank during a day depending on the market situation.

5.5. Operations with RPM through the Metal Account in the Bank's outlets may be made by the Customer through a representative only on the basis of a notarized power of attorney issued by the Customer to its representative, as well as by legal representatives, including guardians and trustees of the Customer, in the manner prescribed by the current legislation of the Republic of Kazakhstan.

5.6. Operations with RPM through the Metal Account shall be made in accordance with the terms and conditions of this Agreement, requirements of the legislation of the Republic of Kazakhstan and internal documents of the Bank.

5.7. Upon the Customer's request, the Bank shall provide an account statement. The account statements provided to the Customer shall be sufficient proof that the Customer has been informed of the balance and/or flow of RPM on the Metal Account.

5.8. Withdrawal of RPM from the Metal Account shall be made only through RPM sale operations, unless otherwise provided for by the legislation of the Republic of Kazakhstan.

5.9. Closing of the Metal Account shall be made at any time upon the Customer's application at the Bank's outlet, via the Bank's mobile app – by submitting an electronic order with the use of authentication methods established by the Bank, unless otherwise provided for hereby.

Article 6. Tariffs for services provided by the Bank

6.1. The Customer shall pay for the Bank's services for operations stipulated hereby, including execution by the Bank of instructions from the third parties, in the form of commission fees in currency and amounts stipulated by the Bank's tariffs.

6.2. Before providing a service, the Customer independently shall find out the amount of the Bank's established tariffs in a branch/subdivision of the Bank or on the Bank's website www.halykbank.kz. Also, information on amount of the Bank's commission fee for a service shall be provided to the Customer when it applies to the Bank for receiving such service.

6.3. When served at the Bank's outlet, the Customer shall be entitled to pay for the Bank's services in cash and cashless methods.

6.4. When served via mobile app, the Customer shall pay for the Bank's services in a cashless method. In this case, the Bank shall debit a commission fee from the Customer's current account opened with the Bank, with the use of a payment order by direct debiting such bank account. To do this, the Customer shall provide the Bank with consent to debit funds directly from the Customer's current account opened with the Bank with the use of a payment order.

6.5. The Bank shall be entitled to change the tariffs.

The Bank shall notify the Customer of any changes in the tariffs no later than 10 (ten) business days before their effective date by posting the information in branches/other subdivisions and on the Bank's website www.halykbank.kz.

The Bank shall notify the Customer of the effective date of tariffs for new services that the Bank may offer to the Customer after conclusion of the Agreement no later than 10 (ten) business days before their effective date by posting the information in branches/other subdivisions and on the Bank's website www.halykbank.kz. The Bank shall notify the Customer of changes in these tariffs in the same manner.

Article 7. Rights and obligations of the Parties

7.1. The Bank shall be obliged to:

7.1.1. ensure the safety of RPM balance in the Metal Account;

7.1.2. provide services for maintaining the Metal Account in accordance with the Agreement;

7.1.3. provide services to the Customer for maintaining the Metal Account in accordance with the terms and conditions of the Agreement, current legislation of the Republic of Kazakhstan and the Bank's internal documents, within an operational day;

7.1.4. not to disclose information on the Metal Account, except for cases stipulated by the current legislation of the Republic of Kazakhstan;

7.1.5. provide the Customer with information on the condition of the Metal Account upon request.

7.2. The Bank shall be entitled to:

7.2.1. independently decide on opening or refusing to open the Metal Account;

7.2.2. refuse to establish business relations with the Customer in the event of inability to take measures for proper due diligence as stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents, as well as in the event of suspicions that business relations may be used by the Customer for the purposes of legalizing (laundering) proceeds from crime, financing terrorism and financing proliferation of weapons of mass destruction as well as in violation of the requirements of international economic sanctions.

7.2.3. without any additional consent from the Customer, make changes to the list of documents required to open/maintain/close the Metal Account, if this is required by the current legislation and/or internal policies, standards and procedures of the Bank.

7.2.4. refuse to execute the Customer's application/instruction for purchase/sale of RPM:

- for violation by the Customer of the rules for filling in and deadlines for submitting documents required for its servicing hereunder;

- if the Customer does not provide sufficient amounts of funds in the current account for making operations through the Metal Account and paying the commission fee due to the Bank for making operations with RPM as well as if there are restrictions on the current account;

- in other cases provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank.

- in cases provided for by international economic sanctions;

7.2.5. unilaterally change the tariffs;

7.2.6. unilaterally amend and supplement the Agreement;

7.2.7. in the event of establishing the fact of erroneous crediting of RPM to the Metal Account, debit RPM from the Metal Account, and for which the Customer provides its consent;

7.2.8. terminate business relations with the Customer by unilateral waiver of the Agreement in cases:

established by the Law of the Republic of Kazakhstan "On counteracting the legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction" as well as internal documents of the Bank;

arising of suspicions in the course of studying operations made by the Customer that business relations are used by the Customer for the purposes of legalizing (laundering) proceeds from crime, financing of terrorism and financing proliferation of weapons of mass destruction;

repeated refusals by the Bank to conduct debit operations on the accounts or to suspend all operations on the Customer's bank accounts;

any sanctions against the Customer and/or its affiliates imposed in accordance with jurisdiction of any country (for example, the USA¹, the EU², the United Kingdom and others) or international organization (including but not limited to the FATF³ and the UN⁴);

when the Bank has grounds to believe that the Customer/counterparty's operations are used for the purpose of legalizing (laundering) proceeds from crime or financing of terrorism and/or fall under the scope of international economic sanctions or are aimed at evading international economic sanctions; inability to take measures for proper due diligence of the Customer (its representative) as stipulated by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

7.3. The Bank shall not be liable for:

7.3.1. inability to make refund to the Customer based on its application/instruction for purchase/sale of RPM that is executed erroneously, if the error is made by the Customer or its representative;

7.3.2. refusal to execute and/or suspension of execution of the Customer's application/instruction for purchase/sale of RPM in cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement and the Bank's internal documents;

7.3.3. losses incurred by the Customer as a result of the Bank's compliance with the requirements of the legislation on countering the legalization (laundering) of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction, as well as the requirements of international economic sanctions;

7.3.4. losses of the Customer caused by refusal of the Bank's correspondent bank participating in an operation to execute or terminate execution of an application/instruction for purchase/sale of RPM of the Customer due to violations of international economic sanctions, including losses of the Customer resulting from blocking of operation amounts by the OFAC⁵ on the side of the Bank's correspondent bank due to presence of signs of violation or circumvention of international economic sanctions.

7.3.5. in other cases provided for herein.

The Bank shall not reimburse the Customer for lost profit hereunder.

7.4. The Customer shall be obliged to:

7.4.1. submit documents to the Bank in accordance with the Agreement, legislation of the Republic of Kazakhstan and the Bank's internal documents in order to open the Metal Account as well as to make operations through the Metal Account.

7.4.2. notify the Bank within 5 (five) business days on:

- change in details of an identity document;
- change in address, phone numbers as well as other changes in the information provided in the Application.

7.4.3. pay for the Bank's services in accordance with the tariffs.

The Customer shall confirm its consent to the fact that operations with RPM via mobile app shall become available thereto after opening the Metal Account.

7.5. The Customer shall be entitled to:

7.5.1. use the Metal Account in accordance with the terms and conditions of the Agreement;

7.5.2. receive services for maintaining the Metal Account, including those that the Bank provides in the Agreement after its conclusion, in accordance with the Agreement;

7.5.3. give applications/instructions to the Bank to execute operations with RPM on the Metal Account;

7.5.4. request account statements from the Bank;

7.5.5. terminate the Agreement by sending a corresponding application to the Bank;

7.5.6. require from the Bank to duly fulfill its obligations hereunder.

7.6. The Parties shall also have other rights and bear other obligations provided for in the Agreement and legislation of the Republic of Kazakhstan.

¹ The United States of America.

² The European Union.

³ Financial Action Task Force (FATF). It is the intergovernmental organization that develops global standards to combat money laundering and terrorist financing (AML/CFT) as well as assesses countries' compliance with those AML/CFT standards

⁴ United Nations is the international organization established to maintain and strengthen international peace and security, develop cooperation among states.

⁵ Office of Foreign Assets Control of the Treasury Department of the United States of America.

7.7. Failure by the Party to exercise or untimely exercise of any of its rights hereunder shall not be deemed a waiver of such right, nor shall it affect the exercise by such Party of any other rights. All rights as well as obligations hereunder are a part of but not an exception to the remaining rights and obligations.

Article 8. Other terms and conditions

8.1. The Customer hereby shall acknowledge and agree that any calls made by the Customer to the Bank by phone may be automatically recorded by the Bank with a notification to the Customer before start of such call. Such recordings may be used to resolve disputes between the Parties.

8.2. The Customer hereby expresses its unconditional and irrevocable consent that when applying to the Bank to open the Metal Account, the Bank shall perform an automatic synchronization procedure. Synchronization involves the update of the Customer's data with the information the Bank has in its information systems.

8.3. Disputes arising in connection with the effect or fulfillment of the Agreement shall be resolved by the Parties through negotiation. If the Parties fail to reach an agreement, the disputes shall be submitted to the court in the manner prescribed by the current legislation of the Republic of Kazakhstan.

8.4. The Bank shall be entitled to amend the Agreement (but not to change the amounts of tariffs or tariffs), including by adding new services thereto. The Bank shall notify the Customer of any amendments to the Agreement no later than 10 (ten) business days before their effective date by posting the information in branches/other subdivisions and on the Bank's website www.halykbank.kz.

If the Customer disagrees with amendments to the Agreement, is shall be entitled, before effective date of such amendments, to terminate the Agreement by submitting/sending an application to the Bank stating its refusal to fulfill the Agreement.

If the Customer does not submit/send an application to the Bank before effective date of amendments hereto, the Agreement shall continue to be valid with such amendments from that date.

8.5. The Agreement may be terminated:

8.5.1. by mutual agreement of the Parties;

8.5.2. in the event of a waiver of the Agreement by the Customer or the Bank. For that purpose, the Customer shall submit to the Bank an application providing for a waiver of the Agreement, and the Bank shall notify the Customer of its waiver of the Agreement no later than 20 (twenty) business days before termination date of the Agreement.

If the Bank amends the Agreement, the period for the Customer to terminate the Agreement may be shorter, taking into account that such application should be submitted/sent before effective date of amendments hereto.

8.5.3. if the Bank refuses to fulfill the Agreement in cases stipulated in subclause 7.2.8 of the Agreement, as well as in cases where the Bank believes that maintaining the Metal Account and conducting operations with RPM through the Metal Account may result in a violation of the legislation of the Republic of Kazakhstan. In these cases, the Bank independently shall determine the period for notifying the Customer of its refusal to fulfill the Agreement.

8.5.4. upon request of other persons.

8.6. In the event of termination of the Agreement, the Parties shall take measures required to make mutual settlements between the Parties and to perform other actions related to termination of the Agreement.

8.7. In the event of termination of the Agreement by mutual agreement of the Parties, or if one of the Parties waives the Agreement, the Bank shall acquire the balance of RPM in the Metal Account and transfer funds to the Customer's bank account as a result of making a sale and purchase transaction of refined precious metals held in the Metal Account.

Upon termination of the Agreement for any reason, the Metal Account shall be closed.

8.8. In the event of a temporary restriction on the disposal of property, restrictions on making of transactions and other operations with property, arrest, including when they prevent the termination of the Agreement, the Parties shall take actions in accordance with such restrictions or arrest.

8.9. To the extent not governed hereby, the Agreement shall be governed by the legislation of the Republic of Kazakhstan.