Annex 1
to minutes to the meeting of the Management board
of Halyk Bank JSC by absent voting
No.83 dated 4 March 2026

Accession Agreement for a Bank Current Account in Escrow Mode

In this Accession Agreement for a Bank Current Account in Escrow Mode (the "Agreement"), Halyk Bank JSC (the "Escrow Agent") sets out the standard terms and conditions for opening, maintaining, and closing a bank current account in escrow mode at Halyk Bank JSC.

The form of the Agreement approved by the authorized body of the Escrow Agent is posted on the Escrow Agent's website www.halykbank.kz (the "Escrow Agent's website").

The Agreement is an accession agreement concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan. The terms and conditions of the Agreement may be accepted by the Payer and the Payee only by certifying (signing) by the Payer as the Payer and representative of the Payee with a cloud-based electronic digital signature created using the services of the Escrow Agent's certification center (the "EDS"), an application for opening a bank current account in escrow mode in the form approved by the Escrow Agent.

This Agreement is used to open, maintain, and close a bank current account in escrow mode, provide payment services, perform transactions, and provide other services related to maintaining a bank current account in escrow mode to Payees and Payers who are legal entities or individual entrepreneurs.

The agreement is concluded by submitting a certified (signed) electronic digital signature of the Payer's Application to the Escrow Agent via Onlinebank HALYK system (the system belongs to the Escrow Agent). The certified (signed) electronic signature of the Payer authorized to sign it and the Application received by the Escrow Agent via Onlinebank HALYK system are equivalent to a signed paper document.

The Application, certified (signed) by the Payer with an electronic digital signature, is an integral part of the Agreement and certifies that the Payer and the Payee represented by the Payer have read, understood, and accepted the Agreement in its entirety, without any comments or objections. The Payer shall not be entitled to refer to the absence of its signature on the Agreement as evidence that the Agreement has not been read/understood/accepted by it and the Payee if the Escrow Agent has a Statement certified (signed) by the Payer's EDS. By certifying (signing) the Application with an electronic digital signature, the Payer confirms that all terms and conditions of the Agreement fully correspond to the interests and intentions of the Payer and the Payee.

Article 1. Subject matter

1.1. Taking into account the service agreement concluded between the Payer and the Payee, the Payer sends an Application via Onlinebank HALYK system, certified (signed) by the Payer's electronic digital signature, to open a bank current account in the name of the Payee in escrow account mode (the "Account"), and the Escrow Agent, upon acceptance of the Application, shall open an Account in the name of the Payee and accept money from the Payer to the Account for subsequent transfer to the Payee upon receipt by the Escrow Agent from the Payee:

1.1.1. the Certificate of Completion (the "Certificate") signed by the Payee and the Payer without objection, if the service agreement provides for full payment for the services after signing the Certificate;

1.1.2. invoices (the "Document No.1") – if the service agreement provides for full prepayment for the services before signing the Certificate;

1.1.3. invoices (the "Document No.2") – if the service agreement provides for partial prepayment for the services before signing the Certificate;

Article 2. Overview, types of services

2.1. The Account is the Payee's bank current account where the Escrow Agent deposits the money received from the Payer, with the condition that it is held in escrow (the Payee is not allowed to make any withdrawals from the Account or and the Account is blocked), which may be released to the Payee by means of a non-cash transfer of funds to the Payee's current account opened with the Escrow Agent only if the Escrow Agent receives from the Payee the document(s) specified in clause 1.1 of the Agreement.

If the Payee fails to submit the Certificate, Document No.1, and Document No.2 to the Escrow Agent within the time limits specified in clause 4.1 of the Agreement, the Escrow Agent shall return the money from the Account to the Payer's current account opened with the Escrow Agent.

2.2. Under the Agreement, the Escrow Agent shall open an Account and provide services related to its opening and maintenance: receiving and crediting to the Account money received from the Payer by non-cash transfer, non-cash transfer of money from the Account to the Payer's/Payee's bank account opened with the Escrow Agent, providing the Payer and/or Payee with information on the Account.

2.3. Prior to concluding the Agreement, the Payer and the Payee shall familiarize themselves with the form of the Agreement, the tariffs on the Escrow Agent's website, the documents required for concluding the Agreement, opening the Account, and information on the terms and conditions of service provision.

If the Payer or Payee has any questions, the Escrow Agent shall advise them on the issues that have arisen.

2.4. Money transfers to the Account and money transfers from the Account shall be carried out only in non-cash form using the current accounts of the Payer and Payee opened with the Escrow Agent.

Article 3. Opening an Account and receiving money into the Account

3.1. The Escrow Agent shall, upon the Payer's request, open an Account in the name of the Payee, provided that:

3.1.1. there are no obstacles to opening the Account as provided for by the legislation of the Republic of Kazakhstan, international economic sanctions[1], and the internal documents of the Escrow Agent, including documents and internal procedures on anti-money laundering, combating the financing of terrorism, and combating the financing of the proliferation of weapons of mass destruction;

3.1.2. upon submission by the Payer to the Escrow Agent of the documents necessary for opening the Account and/or independent verification by the Escrow Agent of the information necessary to establish business relations with the Payer and the Payee.

3.2. When opening an Account, the Escrow Agent assigns the Payee an individual identification code (the “IIC”) for recording money in the Account. After opening the Account, the Escrow Agent provides the Payer and the Payee with a written or electronic notification indicating the IIC.

3.3. The currency of the Account is KZT.

3.4. By the time the Escrow Agent transfers money from the Account to the Payee's bank account, the Payer shall ensure that the Account contains the amount necessary for such transfer as specified by the Payee in the Certificate, Document No.1, and Document No.2, respectively. The amount necessary for the transfer of money from the Account to the Payee's bank account may be accumulated in the Account at the Payer's instruction, either in a lump sum or in installments.

If, according to the instructions received from the Payer, the amount of money to be credited to the Account exceeds the amount required for the transfer upon presentation by the Payee of the Certificate, Document No.1, Document No.2, the Escrow Agent shall return the excess amount to the Payer's current account opened with the Escrow Agent, except in cases where the Payee will need to submit the Certificate after submitting Document No.2.

If the Payee submits to the Escrow Agent, respectively, the Certificate, Document No.1, Document No.2 before the amount required for the transfer of funds from the Account under such document is credited to the Account, the Escrow Agent shall notify the Payee of the need to replenish the Account.

3.5. The Escrow Agent shall execute the Payer's instructions to transfer funds to the Account during the business day established by the Escrow Agent.

---

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

The business day is set by the Escrow Agent independently. The Payer, the Payee, and their representatives can find information about the business day on the website and/or at the branches of the Escrow Agent.

3.6. The Escrow Agent has the right to refuse to execute/suspend the execution of the Payer's instruction to transfer money to the Account:

- if the payment document is submitted in violation of the security measures for money transfers between the Payer and the Escrow Agent, in particular, if it is signed on behalf of the Payer by an unauthorized person;
- if there are suspicions that the business relationship is being used by the Payer for the purpose of legalizing (laundering) proceeds from crime, financing terrorism, financing the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions;
- in the event of international economic sanctions against the Payer and/or the Payee, their affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., the US, the UK, the EU[2], and others) or international organization (including, but not limited to, FATF[3], UN[4], and others), including in cases where the terms and business relations under the Agreement may result in the application of restrictions and/or sanctions to the Escrow Agent;
- if the Payer and/or Payee have violated the requirements of international economic sanctions;
- in the event of suspicions, including during the examination of transactions carried out by the Payer and/or Payee, that such transactions are carried out, used by the Payer and (or) the Payee for the purposes of legalizing (laundering) proceeds obtained by criminal means, or financing terrorism, financing the proliferation of weapons of mass destruction, violating/circumventing/evading international economic sanctions;
- in the event of suspicion, including during the examination of transactions carried out by the Payer and/or the Payee, that the business relationship with the Escrow Agent is being used by the Payer and (or) the Payee for the purposes of legalizing (laundering) proceeds of crime, financing terrorism, financing the proliferation of weapons of mass destruction, and (or) violating/circumventing/evading international economic sanctions;
- on the grounds provided for by the Law of the Republic of Kazakhstan “On Combating the Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction,” in cases provided for by international treaties ratified by the Republic of Kazakhstan, or provided for by agreements with banks that are non-residents of the Republic of Kazakhstan, international economic sanctions;
- on the grounds provided for by the internal regulatory documents and procedures of the Escrow Agent on combating the legalization (laundering) of proceeds from crime, financing of terrorism, and financing of the proliferation of weapons of mass destruction;
- if it is discovered that the result of the services provided by the Payee may be used in violation of/circumvention of international economic sanctions.

The Escrow Agent's refusal to execute the instruction/suspension of the execution of the Payer's instruction shall be carried out within one business day of receipt of the payment document, stating the reason for the refusal in cases where the reason for the refusal is specified. The Escrow Agent shall notify the Payer of the refusal to execute the instruction/suspension of the execution of the instruction in a manner agreed between them. The date of refusal to execute the Payer's instruction shall be the date of sending such notification.

In the event of a justified refusal, the Escrow Agent shall not be liable for any losses or damages incurred or that may be incurred by the Payer in connection with the Escrow Agent's refusal to execute/suspension of execution of the instruction.

---

[2] EU – European Union

[3]FATF – Financial Action Task Force on Money Laundering. An intergovernmental organization that develops global standards in the field of combating money laundering, terrorist financing, and the financing of the proliferation of weapons of mass destruction (AML/CFT/PFWMD), and also assesses the compliance of national AML/CFT/PFWMD systems with these standards.

[4] UN (United Nations) – an international organization created to maintain and strengthen international peace and security, and to develop cooperation between states.

3.7. The Escrow Agent shall not charge or pay any remuneration for the use of the funds in the Account.

3.8. From the moment the first money from the Payer is credited to the Account, the Account is blocked and no expenditure transactions are made on it, except in cases provided for by the Agreement and/or the legislation of the Republic of Kazakhstan, international economic sanctions.

Article 4. Money transfers from the Account

4.1. Depending on the payment terms and conditions stipulated in the service agreement, the Payee shall submit to the Escrow Agent, respectively, a signed Certificate, Document No.1, Document No.2 within 10 (ten) business days from the date of signing the Certificate, from the date of issue of Document No.1, Document No.2, respectively.

4.2. Upon submission by the Payee to the Escrow Agent of the documents in accordance with clause 4.1 of the Agreement, the Escrow Agent shall unblock the Account and transfer from the Account, no later than 3 (three) business days from the date of receipt of the relevant documents, to the Payee's bank account the amount corresponding to the submitted document.

If, on the day the Escrow Agent receives the Certificate, Document No.1, and Document No.2 from the Payee, the Account does not contain the amount corresponding to the submitted document, the Escrow Agent shall notify the Payer of the need to replenish the Account. In this case, the period for the Escrow Agent to fulfill its obligation to transfer money to the Payee's bank account shall be extended by the time required for the Payer to credit the Account with the full amount corresponding to the document presented by the Payee. In this situation, the Escrow Agent's execution of the Payee's instructions to transfer money to the Account shall not be grounds for holding the Escrow Agent liable for non-performance/improper performance of the terms and conditions of the Agreement, nor shall it be grounds for claims against the Escrow Agent for compensation of losses to the Payer and (or) the Payee, including when such losses could have arisen from the agreement between the Payer and the Payee or in their relations with third parties.

4.3. The Escrow Agent checks the Certificate, Document No.1, and Document No.2 submitted by the Payee for external characteristics. The Escrow Agent does not consider the Payee's objections to the transfer of funds from the Account to the Payee based on the submitted Certificate, Document No.1, and Document No.2.

If the submitted Certificate is not signed by the Payer and the Payee or by either of them, and/or contains amendments or comments, the money from the Account may be transferred to the Payee's bank account only after receiving the Payer's written consent to the transfer of money.

If the submitted Document No.1, Document No.2 is not signed by the Payee and/or contains amendments, comments, the money from the Account may be transferred to the Payee's bank account only after the Payee has duly executed Document No.1, Document No.2.

4.4. If the Payee fails to submit the Certificate, Document No.1, Document No.2, and also if, in the cases provided for in clause 4.3 of the Agreement, written consent has not been received from the Payer/the Payee has not duly executed, respectively, Document No.1, Document No. 2, the Escrow Agent shall unblock the Account and return the money in the Account to the Payer's bank account no later than 3 (three) business days from the date when the deadline for the Payee to submit to the Escrow Agent, respectively, the Certificate, Document No.1, Document No.2, from the date of receipt from the Payer of a refusal to consent to the transfer of funds, failure by the Payee to submit a duly executed Document No.1, Document No.2.

4.5. The Escrow Agent has the right to refuse to execute an instruction/suspend the execution of an instruction from the Payer or Payee if it is not related to money transfers from the Account as provided for in the Agreement, as well as in the following cases:

- f the payment document is submitted in violation of the security measures, in particular, if it is signed on behalf of the Payee or the Payer by an unauthorized person;
- if there are suspicions that the business relationship is being used by the Payer or the Payee for the purpose of legalizing (laundering) proceeds from crime, financing terrorism, financing the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions;

- in the event of international economic sanctions against the Payer and/or the Payee, their affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., the US, EU, UK, and others) or international organization (including, but not limited to, FATF, UN, and others), including in cases where the terms and business relations under the Agreement may result in the application of restrictions and/or sanctions to the Escrow Agent;

- if the Payer and/or Payee have violated the requirements of international economic sanctions;

- in the event of suspicion, including during the examination of transactions carried out by the Payer and (or) the Payee, that such transactions are carried out, used by the Payer and (or) the Payee for the purposes of legalizing (laundering) proceeds obtained by criminal means, or financing terrorism, financing the proliferation of weapons of mass destruction, violating/circumventing/evading international economic sanctions;

- in the event of suspicion, including during the examination of transactions carried out by the Payer and/or the Payee, that the business relationship with the Escrow Agent is being used by the Payer and (or) the Payee for the purposes of legalizing (laundering) proceeds of crime, financing terrorism, financing the proliferation of weapons of mass destruction, and (or) violating/circumventing/evading international economic sanctions;

- on the grounds provided for by the Law of the Republic of Kazakhstan “On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism,” in cases provided for by international treaties ratified by the Republic of Kazakhstan, or provided for by agreements with banks that are non-residents of the Republic of Kazakhstan;

- on the grounds provided for by the internal documents and procedures of the Escrow Agent on combating the legalization (laundering) of proceeds from crime and the financing of terrorism.

The Escrow Agent's refusal to execute an instruction/suspension of execution of an instruction shall be carried out within one business day of receipt of the payment document, stating the reason for the refusal in cases where the reason for the refusal is specified. The Escrow Agent shall notify the Payee and the Payer of the refusal to execute the instruction/suspension of execution of the instruction in a manner agreed between them. The date of refusal to execute the instruction of the Payee and the Payer shall be the date of sending such notification.

In the event of a justified refusal, the Escrow Agent shall not be liable for any losses or damages that the Buyer or the Payer has incurred or may incur in connection with the Escrow Agent's refusal to execute/suspend the execution of the instruction.

4.6. The funds in the Account may not be seized or foreclosed upon except by court order in a case related to the terms and conditions of the Agreement.

Article 5. Escrow Agent's Service Fee

5.1. The Payer shall pay for the Escrow Agent's services provided for in the Agreement in the form of fees in the amounts specified in the Escrow Agent's tariff.

5.2. The tariffs are posted at the branches of the Escrow Agent and on the Escrow Agent's website www.halykbank.kz.

5.3. Before opening an Account and receiving services, the Payer and the Payee shall familiarize themselves with the tariffs at the branch of the Escrow Agent and/or on the Escrow Agent's website www.halykbank.kz. Information about the fees charged by the Escrow Agent shall also be provided to the Payer and the Payee when they contact the Escrow Agent in connection with the receipt of services.

5.4. The fees for the services provided under the Agreement shall be paid by bank transfer from the bank accounts of the Payer and the Payee opened with the Escrow Agent.

5.5. When transferring money from the Account, the service fees shall be charged separately from the transfer amount.

The Payer shall ensure that the fees are paid to the Escrow Agent before the relevant service is provided.

5.6. e Escrow Agent shall have the right to amend the tariffs. Amendments to the tariffs shall be posted by the Escrow Agent at the branches of the Escrow Agent and on the Escrow Agent's website www.halykbank.kz no later than 10 (ten) business days before they come into effect.

Article 6. Rights and obligations of the Escrow Agent, Payer, and Payee

6.1. The Escrow Agent has the right to:

6.1.1. charge a fee for the services provided;

6.1.2. withdraw money from the Account by direct debit in the cases provided for in the Agreement;

6.1.3. require the Payer and the Payee to properly perform their obligations under the Agreement;

6.1.4. unilaterally terminate the Agreement in the event of repeated refusals by the Escrow Agent to carry out expenditure transactions or suspension of all transactions on the bank accounts of the Payer and the Payee, except for the Account opened with the Escrow Agent and in other financial institutions;

6.1.5. refuse to establish/continue business relations with the Payer, Payee if it is impossible to take measures to properly verify/update the information required by applicable law and/or the Escrow Agent's internal documents, as well as if there are suspicions that the business relations may be used by the Payer, the Payee for the purposes of legalizing (laundering) proceeds of crime, financing terrorism or financing the proliferation of weapons of mass destruction, as well as in violation of international economic sanctions;

6.1.6. require the Payer, the Payee (their representatives) to provide information and documents necessary for their identification, identification of the beneficial owner, as well as information on tax residency, type of activity, and source of financing for the transactions being carried out;

6.1.7. require the Payer, the Payee (their representatives) to provide other information and documents stipulated by the Escrow Agent's internal regulatory documents and procedures on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, the financing of the proliferation of weapons of mass destruction, and/or in accordance with the requirements established by international economic sanctions;

6.1.8. refuse to accept payment documents for execution on the grounds provided for by the Escrow Agent's internal regulatory documents and procedures on combating the legalization (laundering) of proceeds from crime, terrorism financing, financing the proliferation of weapons of mass destruction, as well as if the Escrow Agent has grounds to believe that the transactions of the Payer, the Payee/their counterparties are subject to international economic sanctions or are aimed at evading international economic sanctions;

6.1.9. refuse to conduct a transaction of the Payer and/or Payee in case of suspicion/detection of unusual/suspicious transactions aimed at legalizing (laundering) proceeds from crime, financing terrorism, financing the proliferation of weapons of mass destruction, as well as transactions subject to international economic sanctions or aimed at evading international economic sanctions;

6.1.10. refuse to conduct a transaction of the Payer and (or) the Payee if the Escrow Agent suspects that the Escrow Agent is being used for the purposes of legalizing (laundering) proceeds obtained by criminal means, financing terrorism, financing the proliferation of weapons of mass destruction, as well as for the purposes of violating/evading international economic sanctions;

6.1.11. terminate business relations with the Payer or Payee by unilaterally refusing to perform the Agreement in the following cases:

- during the review of transactions, suspicions arise that the business relationship is being used by the Payer or the Payee for the purpose of legalizing (laundering) proceeds obtained by criminal means, financing terrorism, financing the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions;
- suspension of all transactions on bank accounts opened by the Payer or the Payee with the Escrow Agent;
- the existence of international economic sanctions against the Payer and/or the Payee and their affiliated persons, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., the US, EU, UK, and others) or international organization (including, but not limited to, FATF, the UN, and others), including in cases where the terms and business relations under the Agreement may result in the application of restrictions and/or sanctions to the Escrow Agent;
- the Escrow Agent has grounds to believe that the transactions of the Payer, the Payee/their counterparties, including contracts, are used for the purposes of legalizing (laundering) proceeds of crime,

financing terrorism, financing the proliferation of weapons of mass destruction and/or fall under international economic sanctions or are aimed at evading international economic sanctions;

- provided for by the Escrow Agent's internal documents and procedures on combating the legalization (laundering) of proceeds from crime, financing of terrorism, and financing of the proliferation of weapons of mass destruction;

6.1.12. exercise other rights provided for by the Agreement and applicable legislation of the Republic of Kazakhstan.

6.2. The Payer has the right to:

6.2.1. receive information and advice on opening, maintaining, and closing the Account;

6.2.2. require the Escrow Agent and the Payee to properly perform their obligations under the Agreement.

6.3. The Payee has the right to:

6.3.1. receive information and advice on opening, maintaining, and closing the Account;

6.3.2. require the Escrow Agent and the Payer to properly perform their obligations under the Agreement.

6.4. In addition to the rights provided for in this article, the Escrow Agent, Payer, and Payee are entitled to other rights provided for in the Agreement and the legislation of the Republic of Kazakhstan.

6.5. The Escrow Agent shall:

6.5.1. at the request of the Payer or the Payee, provide advice on matters relating to the maintenance of the Account and the provision of payment services in connection with the opening, maintenance, and closure of the Account;

6.5.2. ensure the operability of Onlinebank HALYK system in accordance with the terms and conditions of the relevant agreement concluded with the Payer and the Payee;

6.5.3. properly fulfill the terms and conditions of the Agreement.

6.6. The Payer shall:

6.6.1. provide the requested documents and information at the request of the Escrow Agent;

6.6.2. pay for the services of the Escrow Agent in accordance with the Escrow Agent's tariff;

6.6.3. comply with international economic sanctions, anti-money laundering legislation, and legislation on combating the financing of terrorism and the proliferation of weapons of mass destruction in its activities;

6.6.4. refrain from making payments/transfers through the Escrow Agent in favor of (directly or indirectly) persons included in sanctions lists, lists of persons involved in terrorist activities, the list of organizations and persons involved in financing the proliferation of weapons of mass destruction, and/or the list of organizations and persons involved in financing terrorism and extremism, as well as not to carry out transactions/payments/transfers directly or indirectly prohibited by international economic sanctions;

6.6.5. not to act directly or indirectly in favor of partners/counterparties/customers, their founders, beneficial owners, and affiliated persons against whom international economic sanctions have been imposed.

6.7. The Payee shall:

6.7.1. provide the requested documents and information at the request of the Escrow Agent;

6.7.2. in order to receive money from the Account, provide the Escrow Agent with a properly executed and signed Certificate by the Payee and the Payer, and Document No.1 by the Payee, Document No.2;

6.7.3. comply with the requirements of international economic sanctions, legislation on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction in its activities;

6.7.4. not to make payments/transfers through the Escrow Agent in favor of (directly or indirectly) persons included in sanctions lists, in the list of persons involved in terrorist activities, the list of organizations and persons involved in financing the proliferation of weapons of mass destruction, and/or the list of organizations and persons involved in financing terrorism and extremism, as well as not to carry out transactions/payments/transfers directly or indirectly prohibited by international economic sanctions;

6.7.5. not to act directly or indirectly in favor of partners/counterparties/customers, their founders, beneficial owners, and affiliated persons against whom international economic sanctions have been imposed.

6.8. The Payer and the Payee shall immediately notify the Escrow Agent in the manner and order specified in the Agreement in the following cases:

- change of location, contact telephone numbers, email address, and other information contained in the documents submitted to the Escrow Agent for opening an Account, transferring money, loss or theft of constituent documents;
- change of name, legal form, re-registration, reorganization, and other changes, with the provision of original documents confirming such changes. Any changes shall become effective for the Escrow Agent only after the Escrow Agent has accepted the notifications from the Payer and the Payee and the supporting documents;
- changes in other data contained in the constituent and other documents that do not require re-registration of the Payer or the Payee;
- changes in the composition of managers and data in documents certifying their identity, the identity of the Payer, the Payee;
- changes in the composition of founders/participants, changes in the beneficial owners of the Payer, the Payee;
- termination of powers, including early termination, cancellation of powers of attorney of representatives of the Payer, Payee with the provision of supporting documents;
- inclusion of the Payer, the Payee, their partners/counterparties/customers, founders, beneficial owners, affiliated persons in sanctions lists, in the list of persons involved in terrorist activities, as well as in the list of organizations and persons associated with the financing of the proliferation of weapons of mass destruction, and (or) in the list of organizations and persons associated with the financing of terrorism and extremism.

6.9. The Escrow Agent shall provide the Payer and the Payee with information on the balance and movement of funds in the Account upon written request via Onlinebank HALYK system.

6.10. In addition to the obligations provided for in this article, the Escrow Agent, Payer, and Payee shall perform other obligations provided for by the Agreement and the legislation of the Republic of Kazakhstan.

6.11. The Payee and the Payer hereby give their consent to the Escrow Agent to withdraw, on the basis of a payment order, by direct debit from the Account, the entire amount of money in the Account for transfer, in the cases provided for in the Agreement, to the bank account of the Payer, the Payee, in excess of the amount of money required for the Certificate, Document No.1, Document No.2, for its transfer to the Payer's current account, as well as for the withdrawal by the Escrow Agent, on the basis of a payment order, of the Escrow Agent's fees for opening, maintaining, and closing the Account, other services under the Agreement, the amount of the penalty payable by the Payer, and (or) by the Payee to the Escrow Agent in the case provided for in the Agreement, the debts of the Payer and the Payee to the Escrow Agent, which may arise in connection with the provision of services by the Escrow Agent under the Agreement, from any current accounts, respectively, the Payer and the Payee opened with the Escrow Agent.

Article 7. Confidentiality

7.1. The Escrow Agent ensures the confidentiality of information, including banking secrecy and personal data of personal data subjects, obtained during the conclusion, execution, and termination of the Agreement, and does not allow its disclosure to third parties, except in the following cases:

- when it is necessary in connection with the conclusion, execution, or termination of the Agreement, including cases of transfer of data and information to persons involved in the transfer of money to/from the Account;
- disclosure of information about the Payer to the Payee, and about the Payee to the Payer, as persons having rights and obligations under the Agreement;
- when the provision of information to third parties, including state bodies of the Republic of Kazakhstan, their officials, without the consent or prior consent of the Payer, the Payee is provided for by legislative acts of the Republic of Kazakhstan;

- when the Payer and the Payee have given the Escrow Agent consent to disclose information constituting banking secrecy to third parties.

Information subject to confidentiality includes the terms and conditions of the Application, the Certificate, Document No.1, Document No.2, the service agreement between the Payer and the Payee, the process of execution, and termination of the Agreement.

7.2. The Payer and the Payee hereby give their consent to the Escrow Agent to disclose to third parties information constituting banking secrecy, other confidential information relating to the Payer and the Payee, to personal data subjects, and to the services provided to them under the Agreement.

The Escrow Agent shall use such consents in good faith, reasonably, and in compliance with the requirements and restrictions contained in the legislation of the Republic of Kazakhstan.

7.3. When disclosing information to third parties in the cases specified in clause 7.1 of the Agreement, the Escrow Agent shall ensure the confidentiality of the information.

7.4. The Escrow Agent shall not be liable for the consequences of disclosure by the Payer and the Payee, their representatives, employees, affiliates to third parties of information relating to the Payer, the Payee, their representatives, personal data subjects, the Account, transactions on the Account, the Agreement, the performance by the Payer and the Payee of their obligations under the Agreement, including information constituting banking secrecy and personal data. All risks associated with the consequences of the disclosure of such information shall be borne by the Payer and the Payee themselves.

7.5. Ensuring the confidentiality of information does not limit the rights of the Escrow Agent, the Payer, and the Payee to legal protection of their rights.

Article 8. Unauthorized transfers.
Protective measures when transferring money

Section 1. Unauthorized transfers

8.1. The procedure for interaction between the Escrow Agent and the Payer and Payee in relation to unauthorized transfers is governed by service agreements in Onlinebank HALYK system concluded by the Escrow Agent with the Payer and Payee.

Section 2. Protective measures when transferring money

8.2. The procedure for protective measures against unauthorized money transfers is provided for in the service agreement for Onlinebank HALYK system.

Article 9. Responsibilities of the Escrow Agent, Payer, and Payee

9.1. The Escrow Agent, the Payer, and the Payee shall be liable in accordance with the Agreement, including this article, and the legislation of the Republic of Kazakhstan.

9.2. The Escrow Agent shall be liable:

9.2.1. for unjustified refusal to execute the Payer's payment document for the transfer and crediting of funds to the Account. If the Payer has paid a service fee, the Escrow Agent shall reimburse the Payer for damages in the amount of the fee paid by the Payer. If the Payer has not paid a service fee, the Escrow Agent shall reimburse the Payer for damages in an amount not exceeding the amount of such fee;

9.2.2. for late transfer of funds from the Account due to the fault of the Escrow Agent, it shall reimburse the damage to the Payer, when transferring funds to its bank account, to the Payee, when transferring funds to its bank account, in an amount not exceeding the amount of such fee;

9.2.3. for late crediting of money to the Account from another bank account of the Payer opened with another financial institution due to the fault of the Escrow Agent, the Escrow Agent shall pay the Payer a penalty in an amount not exceeding the amount of such fee;

9.2.4. for any erroneous transfer of funds from the Account due to the fault of the Escrow Agent, consisting in the transfer by the Escrow Agent of funds from the Account to the bank account of the Payer or the Payee other than that specified by the Payer or the Payee in their written notification. In this case, the Escrow Agent shall reimburse the Payer or Payee for damages in the amount of the service fee, if such a fee was paid by the Payer or Payee.

To receive the amounts specified in subclauses 9.2.1 - 9.2.4 of this clause, the Payer and the Payee, respectively, shall submit a written application to the Escrow Agent. After the Escrow Agent has reviewed the application of the Payer or the Payee, the amount may be paid by transferring the money to the bank account of the Payer or the Payee.

The Escrow Agent under the Agreement shall not reimburse either the Payer or the Payee for any lost profits.

9.3. The Escrow Agent shall be liable for malfunctions in Onlinebank HALYK system in accordance with Onlinebank HALYK service agreements concluded by the Escrow Agent with the Payer and the Payee.

9.4. The Payer and the Payee shall be liable:

9.4.1. for providing the Escrow Agent with incomplete or inaccurate information for the purpose of obtaining services under the Agreement, or for providing forged documents;

9.4.2. for the actions of their representatives who sign documents sent to the Escrow Agent, including those certifying (signing) electronic digital signatures, instructions, and documents sent to the Escrow Agent via Onlinebank HALYK system;

9.4.3. for failure to perform or improper performance of the obligation to pay fees to the Escrow Agent;

9.4.4. in other cases, provided for in the Agreement and the legislation of the Republic of Kazakhstan applicable to the Agreement.

9.5. In the event of a violation by the Payer and/or the Payee of the prohibition in clause 4.5 of the Agreement, the Payer and/or the Payee shall pay the Escrow Agent a penalty in the amount of one hundred monthly calculation indices each separately.

9.6. In the event of a violation/violations by the Payer and/or the Payee of the terms and conditions of this Agreement in relation to combating the legalization (laundering) of proceeds from crime, the financing of terrorism, the financing of the proliferation of weapons of mass destruction, and/or the requirements of international economic sanctions, the Payer and/or the Payee shall reimburse the Escrow Agent for any damage/losses incurred by the Escrow Agent as a result of such violation(s).

9.7. Exclusion of liability:

9.7.1. The Escrow Agent, the Payer, and the Payee shall not be liable for failure to perform or improper performance of their obligations under the Agreement if such failure or improper performance is caused by force majeure circumstances, which include natural disasters (earthquakes, floods, fires, hurricanes), military actions, mass riots, strikes, epidemics, emergencies, as well as decisions of state authorities that make the performance of the Agreement impossible. The Escrow Agent, Payer, and Payee shall confirm the existence of force majeure circumstances by a competent organization;

9.7.2. The Escrow Agent shall not be liable to the Payer or the Payee in cases of refusal to execute/suspension of execution of the Payer's or Payee's instructions to transfer funds to the Account/to the Account in cases provided for in the Agreement;

9.7.3. The Escrow Agent shall not be liable for losses incurred by the Payer or the Payee in the event of termination of the Agreement in the cases provided for in the Agreement;

9.7.4. The Escrow Agent shall not be liable for losses incurred by the Payer or the Payee if they are at fault for unauthorized money transfers on the Account;

9.7.5. The Escrow Agent shall not be liable for the Payer's failure to provide the necessary amount of money in the Account for the transfer of money from the Account or for the inability to transfer money from the Account due to circumstances beyond the control of the Escrow Agent, upon the presentation by the Payee to the Escrow Agent, respectively, of the Certificate, Document No.1, Document No.2 to the Escrow Agent, respectively. In such cases, the Payer and the Payee shall settle the relations between themselves independently;

9.7.6. The Escrow Agent shall not be liable for losses incurred by the Payer, the Payee as a result of the Escrow Agent's compliance with the requirements of legislation on combating the legalization (laundering) of proceeds from crime, financing of terrorism, financing of the proliferation of weapons of mass destruction, as well as the requirements of international economic sanctions.

9.7.7. The Payer and the Payee shall not be liable for failure to perform or improper performance of their obligations under the Agreement if such failure or improper performance was caused by malfunctions in Onlinebank HALYK system.

9.8. The claimant shall be liable for the validity of the court decision to seize the funds in the Account.

Article 10. Term of the Agreement

10.1. The Agreement shall come into force on the date of its conclusion.

10.2. The Agreement shall remain in force until the date of transfer of the entire balance from the Account to the Payee, or until the date of return of the entire balance to the Payer's Account, or until the date when the entire balance is withdrawn from the Account by court order, or until the date following the date of expiry of the term for the Payer to deposit the amount into the Account, when the amount should have been deposited by the Payer into the Account, or until the date of termination of the Agreement, whichever occurs first.

10.3. The Escrow Agent has the right to terminate the Agreement in cases provided for in the Agreement and in the legislation of the Republic of Kazakhstan. The Escrow Agent has the right to independently determine the period for notifying the Payer and the Payee of the termination of the Agreement, depending on the grounds for termination of the Agreement.

10.4. The Agreement may be terminated by agreement between the Escrow Agent, the Payer, and the Payee, initiated by the Payer and/or the Payee, as well as unilaterally at the initiative of the Escrow Agent in cases provided for in the Agreement.

10.5. In the event of termination by the Escrow Agent of the agreement with the Payer and/or the Payee for servicing in Onlinebank HALYK system, the Escrow Agent, the Payer, and the Payee shall agree among themselves on the further procedure for interaction under the Agreement.

10.6. Termination or cancellation of the Agreement shall be grounds for closing the Account and taking other actions that may be necessary depending on the grounds for termination or cancellation of the Agreement and taking into account the conditions under which the Agreement is terminated.

Article 11. Final provisions

11.1. The Payer and the Payee shall not be entitled to transfer or assign any rights or obligations under the Agreement, including in cases of assignment of rights (claims) or transfer of debt under the agreement between them to other persons, without the prior written consent of the Escrow Agent. Any attempts to make such a transfer or assignment in violation of this provision shall be null and void and shall entitle the Escrow Agent to take such measures as it deems necessary to preserve, modify, or terminate its obligations or the obligations of the Payer or the Payee under the Agreement.

11.2. When providing services in the relationship between the Payer, the Payee, and the Escrow Agent during the term of the Agreement, in addition to transferring the documents necessary to open the Account, transfer money from the Account, and use payment documents, the Escrow Agent, the Payer, and the Payee may send written notices to each other, including in cases expressly provided for in the Agreement, and such written notices shall be deemed to have been received by the Escrow Agent, the Payer, and the Payee, respectively:

11.2.1. via Onlinebank HALYK system—on the day of dispatch;

11.2.2. when sent by courier – on the date of receipt with the corresponding mark;

11.2.3. when sent by registered mail – on the 4th (fourth) calendar day after dispatch (according to the date of the document issued by the postal organization upon dispatch).

11.3. Any expenses incurred by the Escrow Agent in the event of its involvement in legal proceedings between the Payer and the Payee under the concluded Agreement, in a dispute between the Payer, the Payee and third parties, as well as any other expenses of the Escrow Agent that may arise as a result of the Escrow Agent's relationship with the Payer and the Payee, not related to the Escrow Agent's receipt of fees in accordance with the tariff, shall be borne by the Payer and the Payee, respectively. The Escrow Agent shall present the Payer and the Payee with an invoice/invoices indicating the amount of the expenses. The Payer and the Payee, respectively, shall pay the invoice immediately upon receipt.

11.4. Claims of the Payer and the Payee arising in the course of providing payment services and other services stipulated in the Agreement shall be considered by the Escrow Agent in accordance with the procedure and within the time limits established by the Escrow Agent's internal documents and the legislation of the Republic of Kazakhstan. If the Payer or Payee contacts the Escrow Agent by telephone, the Escrow Agent has the right to record the telephone conversation with the Payer or Payee with their consent, provided that they are notified of this at the beginning of the conversation.

If the Escrow Agent sends a claim to the Payer or the Payee, and the Payer or the Payee gets a response from the Escrow Agent to their claim, and the response doesn't satisfy the Payer or the Payee, the Escrow Agent, the Payer, and the Payee undertake to take the necessary measures to resolve the situation through negotiations. The method and place of negotiations shall be determined by mutual agreement between the Escrow Agent, the Payer, and the Payee.

If the Escrow Agent, Payer, and Payee fail to reach an agreement during negotiations within 5 (five) business days, the Escrow Agent, Payer, and Payee have the right to refer the dispute or disagreement to the courts of the Republic of Kazakhstan in order to resolve it and satisfy their claims. Depending on the situation, the Escrow Agent, Payer, and Payee may mutually agree to extend the period specified in this clause.

The law applicable to the claim or dispute considered in court shall be the law of the Republic of Kazakhstan.

Mutual claims regarding the performance of the agreement concluded between the Payer and the Payee, including the terms of payment under the agreement, shall be considered directly by the Payer and the Payee without the participation of the Escrow Agent.

11.5. All documents related to the Agreement shall be drawn up in accordance with the terms and conditions of the Agreement, the agreement for services in Onlinebank HALYK system, and the requirements of the legislation of the Republic of Kazakhstan in the state and/or Russian languages.

11.6. The Agreement is concluded in Kazakh and Russian, both of which have equal legal force.