

“Halyk Club” Bonus Club Accession and Participation Agreement

This Agreement form is a standard (template) form. The terms of this Agreement are defined in the standard form and may be accepted by the Merchant only by submitting a corresponding application for accession to the Bonus Club (the “application”). The Agreement is an accession agreement concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan and the Bank's internal documents.

At the same time, the Bonus Club Rules, the application and the Agreement are considered only as a single document.

The Merchant shall accede to the Agreement by signing the corresponding application in the form established by the Bank. The signing of the corresponding application by the Merchant may be made via OTP code, a cloud-based EDS or an EDS in the web version of the Merchant's head/representative of the Merchant, which means that the Merchant read the terms of the Agreement offered by the Bank, including the annexes hereto, and accepts them solely by acceding to the Agreement posted on the Bank's website at www.halykbank.kz as a whole.

This Agreement is concluded between Halyk Bank JSC (the “Bank”) and the Merchant, which submitted a corresponding application to join the Bonus Club to the Bank, and which was accepted by the Bank.

Article 1. Basic concepts

1. Basic terms used herein are as follows:

1) “Halyk Club” bonus club – the Bank’s product that unites Partners and allows to service the Cardholder under the terms set forth in this Agreement and the Bonus Club Rules for Merchants posted on the Bank's website <https://halykbank.kz/>, which define the procedure for accruing, spending, deducting and restoring the Bonuses, including on the basis of marketing campaigns conducted by the Bank and the Partner;

2) Bonus – funds of the Cardholder received from the Partner/Bank as a result of provision of the Deferred Discount. 1 (one) bonus is equal to 1 (one) tenge;

3) Bonus account – an account that is not a bank account, which is opened by the Bank for each Cardholder at the time of Card issuance and on which the Bank maintains records and operations regarding the Bonuses: accrual, spending, restoration, write-off and active balance;

4) Bonus restoration is an operation initiated by the Bank in accordance with the Bonus Club Rules, which is carried out in the event of a return of a purchase paid for in full or in part with bonuses. This operation results in a decrease in the amount of money in the Partner's current account and accrual of bonuses to the bonus account of the Cardholder;

5) Bonus exchange – exchange of bonuses initiated by the Cardholder who has bonuses for Partner bonuses or vice versa;

6) Reward – a deferred discount and/or a coupon;

7) Purchase return – a cashless operation initiated by the Cardholder to return a previously purchased item using the Card, which is accompanied by return of money or Bonuses to the Cardholder's bank/bonus account from the Partner's current account;

8) AML/CFT and FPWMD Law – the Law of the Republic of Kazakhstan “On Anti-Money Laundering and Combating the Financing of Terrorism and Financing the Proliferation of Weapons of Mass Destruction”;

9) Card – a payment card issued by the Bank that allows the Cardholder to purchase goods/services and perform other operations on a cashless basis;

10) Campaign – a condition for granting a reward;

11) Cardholder – an individual who is a cardholder, who concluded an accession agreement with the Bank for issuance and servicing of a payment card, who is a user of Halyk SuperApp financial portal and/or who is serviced by the Bank for any product or service;

12) Coupon – a message printed on a receipt intended for the Cardholder, which is informational in nature or indicates the possibility for the Cardholder to receive certain free goods and/or services from

the Partner, as determined and provided by the Partner independently. A coupon is provided when a purchase is made using a card at the expense of the cardholder. The Partner, independently and without participation of the Bank, considers claims from the Cardholders on the issues related to coupons (including but not limited to the issues of providing and replacing goods and/or services provided under a coupon). If the Cardholder incurs losses as a result of provision (or non-provision) of a coupon (as well as goods and/or services under such coupon) by the Partner — Merchant, the Partner undertakes to indisputably and fully reimburse the Bank for such losses. The text of the coupon is determined by the Partner in agreement with the Bank;

13) Bonus accrual – crediting of bonuses to the bonus account of the cardholder in accordance with the Bonus Club Rules, as a result of a purchase made by the Cardholder of the card from the Partner. This operation increases the bonus balance in the bonus account of the Cardholder of the card and decreases the amount of money in the Partner's current account by the amount of the deferred discount;

14) Equipment – an electronic terminal installed in the Merchant - a POS terminal, including a GSM POS terminal complete with a SIM card, a Halyk POS terminal installed on the Merchant's smartphone, or a smartphone provided by the Bank with Halyk POS or Halyk QR application installed, connected via Onlinebank, through which a card operation is performed by reading information from magnetic stripe or microprocessor located on the Card, or by reading a digital code (QR) via cardholder's/account holder's mobile application. In the event of successful Authorization, the POS terminal (GSM POS terminal) prints a Receipt for the card operation performed using such Card on a paper medium or displays an electronic receipt on the screen, which can be sent to a phone number in electronic form upon request. When performing a card operation via Halyk POS/Halyk QR, the Receipt is sent to the Cardholder/account holder in electronic form to its email address and/or to a cellular device via short text and multimedia messages upon their request;

15) Deferred discount – money (as a percentage of the transaction amount) withheld by the Bank from the amount to be transferred to the Partner's current account as payment for goods/services paid with use of the card from the funds of the Cardholder;

16) International Payment Systems (IPS) – a system for exchange of Operations and settlements between parties that are Members of an international banking payment association acting under a single trademark. The Bank is a Principal Member of the International Payment Systems Visa Inc., Mastercard Inc., UnionPay, Diners Club, Discover, JCB, and is also an Independent operator for American Express regarding card issuance and acquiring;

17) International Payment System Rules or IPS Rules – a set of documents regulating the activities of members of the International Payment System;

18) Service provider – legal entities of all business types that provide services to payers, in whose favor payments are accepted on the basis of the Accession Agreement for provision of payment acceptance and transfer services;

19) Partner – a Merchant that concluded “Halyk Club” Bonus Club Accession and Participation Agreement with the Bank;

20) Rules – the Bonus Club Rules for Merchants posted on the Bank's website halykbank.kz, which determine the procedure for accrual, spending, deduction and restoration of Bonuses, including on the basis of marketing campaigns conducted by the Bank and the Partner;

21) Bonus debiting – an operation initiated by the Bank in accordance with the Rules, which is generated by a purchase operation paid in full or in part with the Bonuses. This operation results in a decrease of Bonuses in the Bonus account and crediting of funds to the Partner's current account;

22) Transaction – an operation performed by means of the Card for purchase of goods/services or obtaining information on the current account in the card database of the Cardholder, resulting in debiting or crediting of the current account in the cardholder's card database;

23) Bonus spending - a transaction resulting in payment for goods/services using the Bonuses via equipment in the network of Partners or Service Providers in the mobile application Halyk SuperApp. As a result of this operation, the amount of Bonuses in the Bonus account is decreased, and funds are credited to the account of the Partner or Service Provider;

24) Partner's current account – a bank current account opened with the Bank, specified in the agreement concluded between the Bank and the Partner/Merchant for the purpose of mutual settlements with Cardholders and the Bank for operations provided for by the legislation of the Republic of Kazakhstan, including the crediting and debiting of funds in the form of a deferred discount;

25) Halyk SuperApp mobile application - a multifunctional application of the Bank providing a comprehensive set of financial and digital services (transfers, payments, card management) for conducting card and other operations via banking automated cash registers, computer networks, telephone and/or mobile communications networks, used for making payments and money transfers, as well as performing other operations on the terms and in the manner determined by the Bank;

26) Onlinebank - a Bank's services system ("Onlinebank HALYK" system) that provides the Merchant with the ability to remotely manage its bank accounts opened with the Bank, and to interact with the Bank on other operations and matters through the exchange of electronic documents and messages (instructions) between the Merchant and the Bank via the internet.

27) QR code – a payment instrument in the form of a two-dimensional image created according to the EMV standard, containing details for making cashless payments and (or) money transfers.

28) OTP code (One Time Password) – a unique sequence of electronic digital symbols sent by the Bank to the applicant's trusted number and intended for one-time use when the Merchant submits a corresponding application to accede to the Agreement.

29) Merchant – a legal entity or an individual engaged in entrepreneurial activity without formation of a legal entity, that accepts the Cards for the purpose of making cashless payments for the goods and/or services and works provided thereby;

30) RRN (Reference Retrieval Number) – a 12-digit unique operation number in the card database required to identify a transaction.

Article 2. General provisions

2.1. Merchants that provide Bonuses, instant discounts, and Coupons to Cardholders for performing a Transaction using a Card shall become the Partners of the Bonus Club.

2.2. In order to join the Bonus Club, the Partner shall accede to this Agreement, accept the terms of the Bonus Club Rules, and undertake to comply therewith.

2.3. The Bonus Club operates within the territory of the Republic of Kazakhstan across the network of Bonus Club Partners for accrual of Bonuses from Partners, and without territorial restrictions when accruing Bonuses.

2.4. The Bank reserves the right to change or cancel the Bonus Club Rules, including the structure of Bonus accrual and usage, and/or terminate the Bonus Club as a whole at any time.

2.5. Notifications of changes to the Bonus Club become effective from the moment of their publication on the Bank's website <https://halykbank.kz> and imply that they have been read.

2.6. All Bonus Club Partners agree that a Cardholder may receive and use Bonuses from any of Bonus Club Partners.

2.7. The Partner hereby consents to the Bank for withdrawal of funds from the Partner's current account, as well as other bank accounts of the Partner opened with the Bank, via direct debit with the use of a payment order, as a Deferred Discount, as well as any debts the Partner may owe the Bank that may arise under the Agreement, and in other cases provided for in the Agreement.

2.8. The Bank shall not charge a commission fee to the Partner in the event that a Transaction is conducted entirely using bonuses.

Article 3. Subject of the Agreement

3.1. The Agreement shall establish the terms and conditions for the Merchant's joining the Bonus Club, its interaction with the Bank within the framework of the Bonus Club and the Merchant's Loyalty Program.

3.2. After the application is submitted and accepted by the Bank, the Merchant shall be a Partner of the Bonus Club.

3.3. The Partner shall hereby fully agree to the terms of the Agreement and the Bonus Club Rules posted on the Bank's website <https://halykbank.kz/> and undertake to comply therewith.

3.4. The Partner has the right to withdraw from the Bonus Club by submitting an application to the Bank in the form of Annex 3 hereto at least 30 (thirty) calendar days prior to the date of withdrawal from the Bonus Club at the Bank's outlet or via Onlinebank (after technical implementation).

3.5. In the event that the Partner withdraws from the Bonus Club, the accrual of Bonuses to Cardholders at the Partner's expense for Transactions conducted using the Card shall not be performed.

3.6. In the event of a transaction conducted using a Bank Card or QR code at the Partner's location at the expense of the cardholder, the Bank shall transfer the funds to the Partner's current account minus the Deferred Discount and minus the commission fee of the Bank, in accordance with the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement;

3.7. In the event of a Transaction conducted using a Bank Card or QR code at the Partner's location fully at the expense of Bonuses, the Bank shall debit bonuses from the cardholder's Bonus account and credit them to the Partner's current account in accordance with the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement without applying the Deferred Discount.

3.8. In the event of a Transaction conducted using a Bank Card or QR code at the Partner's location partially at the expense of the cardholder's funds and partially at the expense of Bonuses, settlements shall be made as follows:

1) the portion of the Transaction amount paid using the cardholder's funds shall be transferred in the manner provided for in clause 3.6 of this Agreement;

2) the portion of the Transaction amount paid using Bonuses shall be transferred in the manner provided for in clause 3.7 of this Agreement.

3.9. If several conditions for granting Reward coincide when servicing a cardholder at a Partner, the amounts of the Deferred Discount shall be summed, unless otherwise provided by the terms of the relevant Campaign or the Halyk Club Rules.

3.10. In the event of non-accrual or incorrect accrual of bonuses from the Partner due to a technical error in the software or incorrect equipment configuration, the Bank shall have the right to debit funds from the Partner's current account via direct debit, to which the Partner gives its unconditional consent, and to credit to the bonus account of the Holder of bonuses from the Partner in the amount due to be accrued.

Article 4. Rights and obligations of the Partner

4.1. The Partner shall have the right to:

- 1) withdraw from the Bonus Club, pursuant to clause 3.4 of this Agreement;
- 2) determine its own campaign type and amount of Bonus accruals within the campaign types offered by the Bank, subject to agreement with the Bank;
- 3) if there are objections to the operations of accrual, credit, and debit of funds/bonuses, send a written request to the Bank no later than 10 (ten) calendar days from the date of the disputed operation.

4.2. The Partner shall undertake to:

- 1) properly fulfill the terms of the Bonus Club Rules, the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement;
- 2) accept Bonuses as payment by a Cardholder for goods/services;
- 3) place promotional materials at points of sale and on official websites, having previously coordinated the material with the Bank;
- 4) conduct Transactions using Cards only through equipment provided by the Bank under the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement;
- 5) inform the Cardholder about a possibility and terms of participation in the Bonus Club;
- 6) provide bonuses to the Cardholder when purchasing goods/services via Cards;
- 7) in the event of changes to or additions to the Bonus accrual terms, inform the Cardholder of such changes through its own communication channels (announcements in sales areas);
- 8) unconditionally reimburse all expenses and legal costs incurred by the Bank due to the fault of the Partner;

9) reimburse the Bank for invoices issued for fines and other deductions caused by a violation of the IPS Rules, as well as the Bank's expenses for registration of the Partner, etc. Letters from the IPS and the Bank, including those received via email, specifying the violation of the IPS Rules that resulted in the fines and other deductions, shall constitute sufficient basis for invoicing the Partner;

10) independently read and ensure the Merchant's compliance with the Rules and requirements of the IPS;

11) fully comply with the requirements of the AML/CFT and FPWMD Law applicable to subjects of financial monitoring, including but not limited to the provision of information on transactions subject to financial monitoring, the proper verification of settlement participants (their representatives) and beneficial owners, the adoption of measures to freeze transactions with money and (or) other property, the refusal to establish business relationships and conduct transactions with money and (or) other property, and the suspension of transactions subject to financial monitoring;

12) comply with the requirements of international economic sanctions, international standards, and AML/CFT and FPWMD legislation in its activities;

13) provide promotional information about the campaign upon the Bank's request;

14) notify the Bank of any changes to the address, contact details, and other particulars of the points of sale or the official website in order to reflect up-to-date information about the Partner on the Bank's website <https://www.halykbank.kz>;

15) take all necessary measures to ensure an appropriate level of information security compliance;

16) exclude the possibility of third-party access to the Bank's information assets;

17) refrain from taking any actions that may lead to a breach of the Bank's information security, as well as malfunctions in the operation of information systems and breaches of their security caused by the actions/omissions of the Partner and/or the interference of third parties;

18) fully reimburse, upon the reasonable request of the Bank, any losses incurred by the Bank, including as a result of the interference of third parties, related to (but not limited to): leak, disclosure, or unauthorized modification of protected information; destruction and subsequent restoration of lost information; unauthorized actions within the Bank's information resources; disruption of the Bank's activities or inability to fulfill its obligations; and damage caused to the Bank's reputation;

19) be liable, in particular, for a breach of the Bank's information security, as well as malfunctions in the operation of the Bank's information systems and breaches of their security caused by the actions/omissions of the Partner and/or interference of third parties and resulting in the following events: loss of information constituting banking secrecy, Bank's commercial secrets, and other information protected by law; distortion of protected information—unauthorized modification, forgery; leakage of information—unauthorized access to protected information by third parties (unauthorized access, copying, theft, etc.); unauthorized use of information resources (abuse, fraud, etc.); unavailability of information as a result of its blocking, equipment or software failure and malfunction, disruption of functioning of operating systems of workstations, servers, active network equipment, database management systems, distributed computing networks, impact of viruses, etc.

4.3. The Partner shall have other rights and obligations provided for by this Agreement and the legislation of the Republic of Kazakhstan.

Article 5. Rights and obligations of the Bank

5.1. The Bank shall have the right to:

1) provide the Partner with confirmation of joining the bonus club after the Partner submits an application, provided that any comments from the Bank have been addressed and no further comments remain;

2) terminate the Agreement in the event of withdrawal of any of the consents for personal data provided to the Bank, contesting of their validity by any person, recognition of any of the consents for personal data provided to the Bank as invalid, inability of the Bank to use the personal data of personal data subjects provided to the Bank (including as a result of their destruction, blocking, depersonalization etc.), or application of measures against the Bank for violation of personal data legislation.

3) monitor the Merchant to verify its compliance with the terms of the applicable Agreement, the Bonus Club Rules, the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement;

4) amend the Bonus Club Rules, subject to mandatory notification of the Partner by publishing information about an amendment to the Rules in the manner provided for by the Bonus Club Rules;

5) close the Bonus Club;

6) in the event of non-accrual or incorrect accrual of Bonuses from the Partner due to a technical error in the software or incorrect equipment configuration, debit the amount of Bonuses from the Partner's current account via direct debit using a payment order and credit the Bonus account of the Cardholder with Bonuses from the Partner in the amount that should have been accrued;

7) organize marketing campaigns within the Bonus Club aimed at stimulating sales;

8) amend and supplement the Partner's promotional materials;

9) post information about the Partner in the list of Partners on the Bank's website halykbank.kz and on other information media;

10) refuse the Partner the conduct of settlement operations with Bonuses in the following cases:

there is doubt that the Transaction is performed by the Cardholder;

the operation performed by the Cardholder, contradicts the Rules or the procedure for performing such operation established by the Bank;

there are insufficient Bonuses on the Cardholder's Bonus account to perform the operation;

11) not to execute the Partner's payment document if errors or inaccuracies made by the Partner during its preparation are discovered at any stage, or if the Partner fails to provide documents (information) confirming the basis for payment in cases where the provision of such documents (information) is stipulated by the legislation of the Republic of Kazakhstan;

12) invoice the Partner for fines and other deductions caused by a violation of the IPS rules, AML/CFT and FPWMD legislation, or a violation of international economic sanctions, as well as expenses incurred by the Bank for registration of the Partner and similar expenses. IPS and Bank letters, including those received via email, specifying the violations of the IPS Rules that resulted in the fines and other deductions, shall constitute sufficient basis for invoicing the Partner;

13) require the Partner (its representative) to provide other information and documents necessary for the Bank's proper compliance with the legislation of the Republic of Kazakhstan and/or the Bank's internal documents and procedures on AML/CFT and FPWMD, and (or) within the framework of compliance with the requirements established by international economic sanctions¹;

14) terminate business relations with the Partner by unilateral termination of the Agreement in the following cases:

- provided for by the Law of the Republic of Kazakhstan "On Payments and Payment Systems" and the AML/CFT and FPWMD Law;

- impossibility to take due diligence measures regarding the Partner required by the legislation of the Republic of Kazakhstan and the Bank's internal documents;

- if the Partner violates the requirements of international economic sanctions;

- if the Bank becomes aware of the Partner's intentions to violate the requirements of international economic sanctions;

- if, in the course of business cooperation, the Bank has suspicions that the business relationship with the Partner is being used for AML/CFT and FPWMD purposes, as well as in violation of or to evade the requirements of international economic sanctions;

- repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the Partner's bank accounts;

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

- if the Partner, its affiliates, or beneficial owners are included in a list of persons subject to international economic sanctions, including the cases where establishing or continuing business relationships may lead to the application of restrictions and (or) sanctions against the Bank;

- existence of international economic sanctions, which directly or indirectly apply to the Partner and (or) its affiliates, beneficial owners, imposed under the jurisdiction of any country (e.g., the USA, the European Union (the “EU”), the UK, etc.) or international organization (including but not limited to the FATF, the United Nations (the “UN”), others);

- provided for by the Bank's internal documents and procedures on AML/CFT and FPWMD, and on international economic sanctions;

- provided for by AML/CFT and FPWMD legislation, and international economic sanctions;

- in cases where the Bank repeatedly receives complaints from Cardholders regarding the Partner's performance, including after such complaints have been preliminarily reviewed by the Partner;

- in other cases provided for by the legislation of the Republic of Kazakhstan, the International Payment System Rules, the terms of international economic sanctions, and international documents.

5.2. The Bank shall undertake to:

1) credit Bonuses to the Cardholder's Bonus account upon performance of Transactions in compliance with all terms and rules;

2) ensure the spending of Bonuses in the network of Partners and in the network of Service Providers in Halyk SuperApp mobile application;

3) in the event of exercising its right established in the Bonus Club Rules, the Bank shall provide the Partner with a written notification signed by an authorized person of the Bank, specifying the date and time of purchase, purchase amount, encrypted card number, RRN purchase number, address and name of the point of sale, amount of bonuses credited to the Cardholder's Bonus Account, Partner's account number, and amount of funds debited;

4) debit from the Bonus Account of the Card holder the Bonuses accrued for purchase of goods/services in the event of a return of such goods/services to the Partner by the Cardholder;

5) carry out all settlements with the Cardholder and the Partner upon closure of the Bonus Club;

6) accept for execution applications for reversal of erroneously accrued Bonuses;

7) post information about the Partner on the Bank's website;

8) in the event of a decision to close the Bonus Club, notify the Partner no later than 60 (sixty) calendar days prior to the closing date. At the same time, from the moment the announcement of the Bonus Club closure is posted, Bonus accrual operations shall cease.

5.3. The Bank shall also have other rights and obligations provided for in this Agreement, the Merchant Acquiring Accession Agreement and/or the Internet Acquiring Accession Agreement, and the legislation of the Republic of Kazakhstan.

Article 6. Liability of the Parties

6.1. The Bank shall be liable for any erroneously performed operation for accrual or debiting of Bonuses. In such case, the Bank's liability shall be limited to cancellation of erroneously performed operation.

6.2. The Bank shall not be liable for:

1) erroneous or fraudulent actions of the Partner's employees regarding the calculation or accrual of Bonuses;

2) consequences of the Partner's failure to timely submit an application for return of erroneously accrued Bonuses.

3) for losses incurred by the Partner as a result of the Bank's compliance with AML/CFT and FPWMD legislation, as well as international economic sanctions requirements.

6.3. The Bank shall not be liable for losses and/or damages caused by termination and/or repudiation of the Agreement in cases provided for in clause 5.1 of the Agreement.

6.4. In the event of a breach by the Partner of the terms of the Agreement regarding AML/CFT and FPWMD and/or compliance with international economic sanctions, the Partner shall indemnify the Bank for losses incurred by the Bank as a result of such actions.

6.5. The Partner shall be liable for:

- 1) non-performance/improper performance of requirements that may be asserted by the Cardholder as a consequence of late submission of an application to the Bank for return of erroneously accrued bonuses;
- 2) incomplete reimbursement of expenses and legal costs incurred by the Bank due to the fault of the Partner.
- 3) failure to comply with the requirements provided for in subclauses 15)–19) of clause 4.2 of Article 4 of this Agreement.

Article 7. Claims and Dispute Resolution

7.1. In case of objections to the Bonuses accrued and spent by the Cardholder, the Partner shall be entitled to submit a written request to the Bank within 10 (ten) calendar days from the date of the operation. If no objections to the operations are received by the Bank within the specified period, the operations performed shall be deemed confirmed, and subsequent claims from the Partner regarding such operations shall not be subject to consideration/satisfaction.

7.2. Documents regarding the purchase of goods/services from the Partner, which were issued during the performance of the transaction, shall be attached to the request to confirm the arguments stated in the request.

7.3. The Bank shall undertake to take measures to resolve disputed issues within 30 (thirty) calendar days from the date of receipt of the request.

7.4. All disputes and disagreements between the Bank and the Partner regarding the implementation of the Bonus Club Rules shall be resolved through negotiations. In the event that disputes and disagreements cannot be settled through negotiations, the dispute shall be referred to a court of general jurisdiction at the location of the Bank for consideration in accordance with the current legislation of the Republic of Kazakhstan.

Article 8. Confidentiality

8.1. Information provided by the Parties to each other in connection with performance of this Agreement is strictly confidential and may not be disclosed without prior written consent of the other Party.

8.2. Provision of such information upon request of competent state authorities authorized under the legislation of the Republic of Kazakhstan to require the Parties to provide information categorized as confidential shall not constitute a disclosure of confidential information.

8.3. The Bank shall be entitled, without additional consent of the Partner, to use the Partner's name (legal and trade name)/trademark/logo, as well as its contact details (telephone numbers, addresses, including website addresses) intended for communication with the Cardholder, in any of its publications and promotional materials whenever such use is deemed appropriate by the Bank.

By acceding to this Agreement, the Partner, represented by its authorized persons, gives the Bank official written consent for the Bank to use the Merchant's name/trademark/logo/contact details in any of its publications and promotional materials.

8.4. The Partner shall undertake to:

8.4.1. take all necessary measures to ensure an appropriate level of information security compliance of the Bank;

8.4.2. exclude the possibility of third-party access to the Bank's information assets;

8.4.3. refrain from taking any actions that may lead to a breach of the Bank's information security, as well as malfunctions in the operation of information systems and breaches of their security caused by the actions/omissions of the Partner and/or the interference of third parties;

8.4.4. be liable, in particular, for a breach of the Bank's information security, as well as malfunctions in the operation of the Bank's information systems and breaches of their security caused by the actions/omissions of the Partner and/or the interference of third parties and resulting in the following events: loss of information constituting banking secrecy, the Bank's commercial secrets, and other information protected by law; distortion of protected information—unauthorized modification, forgery; information leakage—unauthorized access to protected information by third parties (unauthorized access, copying, theft, etc.); unauthorized use of information resources (abuse, fraud, etc.); unavailability of

information as a result of its blocking, equipment or software failure and malfunction, disruption of the functioning of operating systems of workstations, servers, active network equipment, database management systems, distributed computing networks, impact of viruses, etc.;

8.4.5. fully reimburse, upon the reasonable request of the Bank, any losses incurred by the Bank, including as a result of interference of third parties, related to (but not limited to): leakage, disclosure, or unauthorized modification of protected information; destruction and subsequent recovery of lost information; unauthorized actions within the Bank's information resources; disruption of the Bank's activities or inability to fulfill its obligations; and damage caused to the Bank's reputation.

Article 9. Anti-corruption provisions

9.1. In performing their obligations hereunder, the Parties, their affiliates, employees, or intermediaries shall undertake not to engage, directly or indirectly, in actions qualified as giving/receiving bribes, commercial bribery, abuse of official position, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan, international legal standards and international treaties of the Republic of Kazakhstan on AML/CFT and FPWMD, and other corruption-related violations, both in relations between the Parties and in relations with third parties and government authorities. The Parties shall also undertake to communicate this requirement to their affiliated (interconnected) persons, employees, authorized representatives and counterparties.

9.2. If a Party has grounds to believe that a breach of any obligations provided for in this Article of the Agreement has occurred or may occur, the Party shall undertake to immediately notify the other Party in writing and via the email address specified in this Agreement. In the written notification, the Party shall refer to facts or provide materials that reliably confirm or provide grounds to assume that a breach of the requirements established by this Article has occurred or may occur by the other Party, its affiliated (interconnected) persons, employees, authorized representatives or counterparties.

9.3. The Party that has received a notification of a breach of any provisions of the clauses of this Article of the Agreement shall consider the notification and inform the other Party of the results of its consideration within 7 (seven) business days from the date of receipt of the written notification.

9.4. The Parties shall guarantee that a proper investigation into the facts of violation of the provisions of the clauses of this Article of the Agreement shall be carried out in compliance with the principles of confidentiality, and that effective measures shall be applied to prevent possible conflict situations. The Parties shall guarantee the absence of negative consequences both for the notifying Party as a whole and for specific employees of the notifying Party who reported the fact of violations.

9.5. If the fact of a breach by one Party of the provisions established by this Article of the Agreement is confirmed and/or the other Party does not receive information on the results of the consideration of the notification of the breach in the manner established by this Article of the Agreement, the other Party shall have the right to terminate this Agreement by way of repudiation of the Agreement by sending a written notification to the other Party no later than 15 (fifteen) business days prior to the date of termination of this Agreement.

Article 10. international economic sanctions

10.1. The Partner shall guarantee that:

10.1.1. it observes international economic sanctions, international standards, and AML/CFT and FPWMD legislation;

10.1.2. there are no persons subject to international economic sanctions within the ownership structure of the Partner, including beneficial owners, as well as among the Partner's affiliates and persons exercising control² over the Partner;

10.1.3. there are no persons subject to international economic sanctions among the partners/counterparties/customers (their founders, beneficial owners, and affiliates) of the Partner;

10.1.4. The Partner shall screen partners/counterparties/customers against the sanctions lists of the EU and/or the UK, and/or the USA, the UN, as well as any other sanctions list with extraterritorial effect.

² Persons performing organizational and managerial functions, who have the right to dispose assets, and possessing the right to sign documents on the basis of which operations are carried out.

10.2. The Partner shall undertake to:

10.2.1. comply with the requirements of international economic sanctions, international standards, and AML/CFT and FPWMD legislation in its activities;

10.2.2. not conduct payments/transfers through the Bank in favor of (directly or indirectly) persons/organizations included in sanctions lists, and not perform operations/payments/transfers directly/indirectly that are prohibited by international economic sanctions;

10.2.3. not act directly/indirectly for the benefit of partners/counterparties/customers (their founders, beneficial owners, and affiliates) subject to international economic sanctions;

10.2.4. immediately (no later than one business day from the date the sanctions are applied) notify the Bank in the event that sanctions are applied against the Partner and/or the Company or their affiliates, beneficial owners, which are imposed by an international organization, including, but not limited to, FATF³ and the UN, or under the jurisdiction of any country, such as the EU, USA, UK, and other countries;

10.2.5. not carry out (directly/indirectly/by circumventing) the export/import of goods, equipment, or products that are prohibited/restricted by international economic sanctions;

10.2.6. not perform work, not provide services (directly/indirectly), the performance/provision of which is prohibited or restricted by international economic sanctions, including work/services performed/provided for the purpose of violating or circumventing international economic sanctions.

Article 11. Term of the Agreement, procedure for its amendment and termination

11.1. The Agreement shall enter into force on the date the Partner receives confirmation from the Bank regarding the application submitted by the Partner and shall remain in effect until the Parties have fully completed all mutual settlements hereunder.

11.2. Each Party shall have the right to terminate this Agreement by sending the other Party a corresponding notice 30 (thirty) calendar days prior to the date of termination specified in the notice, except for cases where the Bank may terminate business relations with the Partner by unilaterally refusing to perform this Agreement in accordance with the terms of this Agreement within a shorter period, and the Partner may terminate the Agreement in accordance with clause 3.4. of this Agreement. From the date the other Party receives the notice of termination of the Agreement, the Parties shall fully complete all mutual settlements and payments hereunder.

11.3. The Bank shall also have the right to terminate this Agreement by unilateral termination of the Agreement in the following cases: cessation of the Partner's activities (liquidation, bankruptcy, cessation of activities as an individual entrepreneur or a person engaged in private practice).

11.4. Upon termination of this Agreement, claims of the Parties against each other regarding card operations shall be submitted in accordance with the current legislation of the Republic of Kazakhstan, as well as the International Payment System Rules.

11.5. The Agreement shall be deemed terminated upon the full completion of mutual settlements between the Parties; however, regarding the submission of financial claims by the Systems, the obligations of the Parties concerning the settlement of claims and reimbursement of expenses shall remain in effect for 180 (one hundred and eighty) calendar days after the termination of the Agreement.

11.6. In the event of reorganization of one of the Parties, all rights and obligations under this Agreement shall be transferred to its successor.

Article 12. Bank details

Halyk Bank JSC
40, Al-Farabi Ave, Almaty, Republic of Kazakhstan
BIN 940140000385
Tel. + 7 (727) 259-07-77 (Almaty)
8 8000 8000 59 (toll-free within Kazakhstan)

³ FATF is the Financial Action Task Force. It is an intergovernmental organization that develops global standards for anti-money laundering and countering the financing of terrorism (AML/CFT), and conducts assessments of the compliance of national AML/CFT systems with these standards.