

Annex 1
to minutes to the meeting of the Board of Directors
of Halyk Bank JSC by absent voting
No._____ dated __ _____ 2026

**“Halyk Bank JSC
RULES
on general conditions for conducting banking activities”**

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Section 1. General provisions

1. These Rules on general conditions for conducting banking activities of Halyk Bank JSC (the “Rules”) were developed in accordance with the legislation of the Republic of Kazakhstan.

2. Halyk Bank JSC (the “Bank”), when conducting operations provided for by the Rules, shall be guided by the legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan dated 16 January 2026 “On Banks and Banking Activities in the Republic of Kazakhstan” (the “Law on Banks”), business customs applied in banking practice and other internal documents approved by the authorized bodies of the Bank that directly regulate the internal banking procedure for conducting and accounting for operations.

The Bank's conducting operations provided for by the Rules shall constitute the provision of banking (financial) services to Customers.

General conditions for the Bank's conducting operations on corporate deposits, general conditions for acting by the Bank as a professional participant in the securities market of brokerage activities, dealer activities (except for operations with derivative financial instruments), custodial activities and transfer agent activities shall be governed by other documents of the Bank approved by the Bank's Board of Directors. Maximum tariff amounts for the Bank's professional activities in the securities market may be regulated by these Rules.

3. In relations with foreign legal entities and individuals, the Bank shall also be governed by international treaties ratified by the Republic of Kazakhstan, international rules and customs accepted in international banking practice.

4. Bank's Customers may be legal entities and individuals, who are residents and non-residents of the Republic of Kazakhstan.

In cases established by the legislation, corporate separate subdivisions (branches and representative offices) may act as the Bank's Customers.

Customers - individuals may read some of the terms used herein in the course of retail servicing of individuals in Annex 8 hereto.

5. The Bank shall establish branches, as well as divisions, outlets and other subdivisions to ensure accessibility of the Bank's services to Customers.

The Bank shall authorize branches, divisions, outlets and other subdivisions to conduct certain operations, which is reflected in the powers of attorney issued to branch directors and in the regulations on branches, other subdivisions.

6. The Bank shall conduct certain operations through subsidiaries established thereby or through participation in activities of non-subsidiary organizations.

7. Relations between the Bank and Customers shall be made on the basis of operations, including agreements, unless otherwise provided for by the legislation of the Republic of Kazakhstan.

The Bank shall be entitled independently to determine the content of agreements, contracts, supplementary agreements thereto and other documents required for or related to execution contractual relations with Customers.

The Bank shall be entitled independently to approve standard forms of agreements, contracts, supplementary agreements thereto and other documents required for or related to execution of contractual relations with Customers.

The Bank shall be entitled to use accession agreements and preliminary agreements in the course of conducting operations.

When preparing agreements, contracts, supplementary agreements thereto and other documents required for or related to execution of contractual relations with Customers, the Bank shall take into account the requirements of the legislation, rules and customs of business practice regarding the content of agreements, contracts and supplementary agreements thereto, as well as the procedure for conclusion thereof.

Depending on a language of Customer's application to the Bank, a transaction may be concluded in the state (Kazakh) and/or Russian and/or any other language. Several languages may be used simultaneously when concluding a transaction.

8. The Bank shall ensure the confidentiality of banking secrets in accordance with the legislation of the Republic of Kazakhstan.

9. The rights and obligations of the Bank and the Customer, the liability of the Bank and the Customer, including those stipulated herein, shall be detailed in agreements and contracts concluded between the Bank and Customers when conducting a specific operation. Agreements and contracts may also specify cases of exemption from liability for the Bank and the Customer, or limitations of their liability.

In connection with possible non-performance or improper performance by Customers of obligations to the Bank (including but not limited to payment by Customer of fees, commission fees, penalties and damages due to the Bank, repayment by the Customer to the Bank of principal and reimbursement of expenses for organization of an operation), the Bank shall be entitled to:

stipulate in contracts, agreements, applications and other documents governing the relationship between the Bank and the Customer, a condition regarding the Customer's consent for the Bank to recover all amounts of indebtedness under an agreement or contract by means of direct debiting the Customer's bank accounts opened with the Bank;

use payment instruments provided for by the legislation of the Republic of Kazakhstan in relations with the Customer, including payment demands and payment orders, including the detailing of their use in agreements and contracts with the Customer;

use standing orders;

in accordance with conditions of agreements and contracts with Customers, recover all amounts of Customers' debts to the Bank.

10. Banking operations may be made electronically in the manner established by the legislation of the Republic of Kazakhstan, the Bank's internal documents and contracts concluded with Customers.

11. When providing a banking service, the Bank shall:

1) before conclusion of a banking service agreement, provide the Customer with:

information on rates and tariffs and timeframes for making a decision on an application for provision of a banking service (if the submission of an application is required);

information on the terms and conditions for provision of a banking service and a list of documents required to conclude a banking service agreement;

information on liability and possible risks of the Customer in the event of failure to fulfill obligations under a banking service agreement;

consultations on questions arising from the Customer;

at the Customer's request – a copy of the standard form of a relevant banking service agreement;

2) review the Customer's application for provision of a banking service within the established timeframes;

3) before signing of a banking service agreement, provide the Customer with the required time to read its terms;

4) inform the Customer of its right, in the event of disputes regarding the banking service received, to appeal to the Bank, banking ombudsman (for mortgage loans), authorized body or a court. For these purposes, the Customer is provided with information on location, postal and email addresses and internet resources of the Bank, banking ombudsman and authorized state body;

5) upon request, inform the Customer of the sources where the Bank's financial statements and other information are posted;

6) ensure the confidentiality of information provided by the Customer;

7) be entitled to refuse to conduct or to terminate the conduct of the Customer's operations if such refusal or termination is caused by the effect of international economic sanctions against countries, individuals and legal entities specified in the list of OFAC (Office of Foreign Assets Control), the UN Security Council, as well as sanctions established by the European Union, the intergovernmental organization FATF (Financial Action Task Force), the USA¹, the EU² and others. In this regard, the Bank shall not bear any liability for the Customer's losses caused by the refusal of the Bank or the Bank's correspondent bank participating in an operation to execute or terminate the execution of the Customer's payment instructions in connection with the aforementioned sanctions;

8) perform other actions required in accordance with the legislation of the Republic of

¹ United States of America.

² European Union.

Kazakhstan.

In cases where these Rules refer to the site, website, corporate site or the Bank's website, the address shall mean www.halykbank.kz.

Section 2. Operations conducted by Halyk Bank JSC

Subsection 1. Conducting operations on the basis of licenses

12. The Bank shall conduct banking activities in accordance with licenses, issued by the authorized state body of the Republic of Kazakhstan.

Subsection 2. Interest rates, commission fees and tariffs for operations conducted by Halyk Bank JSC

Chapter 1. General provisions

13. The Bank independently shall set interest rates, commission fee as well as tariffs for the operations.

For money transfers via international transfer systems, the Bank shall apply interest rates, commission fees and tariffs established by the international transfer systems. Such interest rates, commission fees and tariffs shall be brought to the Bank's attention through methods provided for in the agreements and contracts concluded by the Bank with respective international transfer systems, or the Bank shall independently obtain information on interest rates, commission fees and tariffs from price lists published by a respective international transfer system with which the Bank has concluded an agreement or a contract. The application of these interest rates, commission fees and tariffs shall not require an additional decision by the Bank and shall be made on the basis of agreements and contracts concluded with respective international transfer systems.

The criteria for applying tariffs approved by the Bank's Board of Directors shall be determined by the Bank's collegial body authorized to implement the Bank's tariff policy in relation to the "Payroll Project" product as well in relation to receipt and transfer of payments in favor of legal entities under contracts concluded therewith.

Deviations from individual/group tariffs established hereby, in the form of discounts and surcharges shall be permitted for certain Customers and/or certain categories of Customers. Application of such discounts and surcharges to the tariffs, as well as amount of such discounts and surcharges shall be determined by decision of the Bank's relevant collegial body authorized to implement the Bank's tariff policy, provided that the criteria for discounts and surcharges established by the Board of Directors and/or the Management Board of the Bank are met.

The provision specified in the fourth part of this clause shall not apply to sanctions applied by the Bank in respect of Customers.

14. Maximum values of tariffs and tariffs for services provided to Customers - legal entities, branches and representative offices of legal entities, peasant farms, individual entrepreneurs, private notaries, lawyers, private bailiffs and professional mediators are listed in Annex 1 hereto.

The maximum values of tariffs and tariffs for the retail servicing of individuals are set out in Annex 2 hereto.

Maximum values of tariffs and penalties related to lending are listed in Annex 3 hereto.

The information specified in this clause shall be posted on the Bank's website.

15. Maximum amounts and terms of deposits accepted from individuals, maximum values of interest rates on retail deposits and conditions for payment of interest on retail deposits shall be listed in Annex 4 hereto.

Maximum amounts and terms of loans provided to individuals, maximum values of interest rates on retail loans and conditions for payment of interest on retail loans shall be listed in Annex 5 hereto.

Maximum amounts and terms of loans provided to legal entities, maximum values of interest rates on corporate loans and conditions for payment of interest on corporate loans shall be listed in Annex 6 hereto.

Maximum amounts, terms of deposits accepted, maximum values of interest rates on deposits and conditions for payment of interest on corporate deposits shall be listed in Annex 7 hereto.

Maximum amounts and terms of deposits accepted and loans provided and maximum values of interest rates on deposits and loans shall constitute the limits within which the Bank determines the conditions for accepting deposits and providing loans in respect of specific Customers or groups of Customers.

Maximum amounts, terms and interest rates shall not grant the right to the Customer to demand that the Bank accept deposits or provide loans directly at the maximum amounts, terms and interest rates.

The information specified in this clause shall be posted on the Bank's website.

Chapter 2. Distribution of interest rates and tariffs related information

16. On its internet resource, the Bank shall post the interest rates and tariffs related information for banking and other services provided to Customers. The information on interest rates and tariffs shall be kept up to date, specifying the date of changes to the current interest rates and tariffs, the internal document number and the body that adopted these changes.

The Bank shall post the information on interest rates, commission fees and tariffs for money transfers via international transfer systems on the Bank's website and in the outlets of the Bank's branches.

17. The Bank shall specify interest rates in a reliable, annual, effective and comparable calculation (real cost), the procedure for which is established by the authorized state body, in agreements concluded with Customers, as well as when distributing the information on amounts of interest rates for loans and deposits (with the exception of interbank loans and deposits), including its publication.

Subsection 3. Operations

Chapter 3. Opening and maintaining current bank accounts of legal entities, their separate subdivisions (branches and representative offices), individual entrepreneurs, peasant (farm) enterprises, private notaries, lawyers, private bailiffs, professional mediators

§ 1. General provisions

18. The Bank shall open bank accounts—current accounts as well as current accounts accessible via payment card to legal entities (except for banks and organizations engaged in certain types of banking operations), corporate separate subdivisions (branches and representative offices), individual entrepreneurs, peasant (farm) enterprises, private notaries, lawyers, private bailiffs and professional mediators. Such bank accounts are the means of reflecting contractual relations between the Bank and the Customer regarding acceptance of money and (or) banking services for the Customer. Bank's Customers may be residents and non-residents of the Republic of Kazakhstan.

19. The Bank shall open a bank account no later than the next business day following the day on which all documents required to be submitted to the Bank in accordance with the current legislation of the Republic of Kazakhstan and the Bank's internal documents are received from the Customer.

20. In the event that the Customer's information matches the TF List, the FPWMD List, or the list of persons involved in terrorist activities¹, the Bank shall be entitled to refuse to open an account and/or conduct banking operations in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal documents.

The Bank shall refuse to open:

1) a new bank account to the Customer that already has a bank account opened with the Bank against which collection orders or orders to suspend debit operations on taxpayer's bank accounts are issued by tax authorities. The Bank shall be entitled, with the Customer's consent, to open an account

¹ *FT list is the list of organizations and persons related to financing of terrorism and extremism;

FPWMD list is the list of organizations and persons related to financing of proliferation of weapons of mass destruction; list of persons involved in terrorist activities.

for the Customer in the event that the Customer has tax arrears or social payment arrears, provided that debit operations on the account shall be made by the Customer only after full settlement of such tax arrears and social payment arrears on the day of application to the Bank for opening of the account. In this case, the Bank shall be entitled independently to establish a debt limit, below which the Bank may open an account for the Customer despite the presence of the aforementioned arrears. Until this condition is fulfilled, the Bank shall block the Customer's opened account;

2) a bank account to an inactive taxpayer;

3) an account if there is a prohibition by a court decision;

4) an account if the Customer, its executives, founders, beneficial owners, or representative/proxy are found to be in:

the list of persons involved in terrorist activities;

the list of organizations and persons associated with financing of proliferation of weapons of mass destruction;

the list of organizations and persons associated with financing of terrorism and extremism;

the Bank's stop-list;

in the FATCA, OFAC, UN and EU lists.

21. Specifics of opening accounts for Customers with disabilities.

When opening an account and providing bank account maintenance services to persons with disability and people with limited mobility, it is permissible to conclude a current bank account accession agreement via a proxy, representing the interests of such Customers on the basis of a notarized power of attorney. The Bank shall not provide for the signing of bank account agreements by facsimile.

The services for opening a bank account for the specified category of Customers shall be provided in outlets of the Bank in their personal presence, with mandatory consultation with a Bank employee.

22. When maintaining Customer accounts, the Bank shall restrict the performance of operations on the account in accordance with concluded agreement and shall:

suspend debit operations or freeze funds held in the bank account, in accordance with the legislative acts of the Republic of Kazakhstan on the basis of relevant decisions (orders) of authorized bodies authorized to suspend debit operations on the bank account or freeze the Customer's funds held in the bank account;

resume operations on bank accounts on the basis of relevant written notifications from authorized bodies regarding cancellation of decisions (decrees) on freezing funds held in the bank account or suspending debit operations on the bank account, as well as in cases provided for by the legislation of the Republic of Kazakhstan;

block the account opened in escrow mode and unblock it on the basis of documents provided by the parties to the escrow account agreement, confirming fulfillment of recipient's obligations or payer's permission to conduct operations on the account;

restrict operations on the account opened with expenditure control and make debit operations only for the purposes specified in the agreement on the basis of provided register;

in case of insufficiency of funds on the account for payment of the Bank's commission fee, automatically generate in the Card Index a debit order for the amount of under-received commission. Operations on the account shall be suspended until the Customer pays the missing amount;

if there are insufficient funds in the bank account to which the decisions (decrees) of authorized bodies on imposition of an arrest are presented, accept the specified decisions (decrees) for execution and suspend debit operations until the required amount specified in the decision (decree) on imposition of arrest is accumulated;

if there are no funds in the bank account to which the decisions (decrees) of authorized bodies on imposition of arrest on the Customer's funds held in such account are presented, within the time limit established by the legislation of the Republic of Kazakhstan after receiving such decisions, notify the relevant bodies of impossibility of their execution, specifying the reasons and requests the said bodies for further actions regarding the execution of decisions (decrees) on imposition of arrest;

withdraw, by means of direct debiting the bank account, the amount of money credited to the Account due to incorrect maintenance of the Account, during the period of blocking of funds in the

Account, as well as in the event of Customer's indebtedness to the Bank, including under other bank account agreements/other agreements concluded with the Bank;

withdraw, by means of direct debiting the bank account opened with the Bank, the Bank's commission fee for services rendered in the manner and within the timeframes provided for by the Bank's internal documents.

Payment documents and instructions to revoke a payment document or to suspend its execution shall be submitted to the Bank in hard copy and/or via electronic communication channels.

23. When opening and closing bank accounts for the Customer who is a taxpayer, the Bank shall take into account the identification number of the Customer and notify the tax authorities of opening and closing of bank accounts for a legal entity, except in cases provided for by the tax legislation of the Republic of Kazakhstan.

§ 2. Current accounts

24. Current accounts of legal entities, separate subdivisions of legal entities (branches and representative offices), individual entrepreneurs, peasant (farm) enterprises, private notaries, lawyers, private bailiffs and professional mediators may be opened and maintained in national and foreign currency. A current account may be opened in the following currencies: tenge, US dollar, euro, Russian ruble, Swiss franc, British pound sterling, Chinese yuan and other types of currencies. The Customer shall be entitled to open any number of current accounts with the Bank, excluding current accounts accessible via payment card.

25. Current accounts may be opened and closed remotely via the web version of Internet Banking for legal entities and in the mobile application. To obtain Customer data, the Bank automatically shall submit a request to the state database of individuals (SDI) and the database of legal entities (SDLE), for which the Customer provides consent by signing it by a cloud electronic digital signature on the screen form. This information is not requested when opening an additional account.

26. Current accounts shall be opened remotely for persons engaged in entrepreneurial activity without formation of a legal entity who are residents of the Republic of Kazakhstan and for legal entities that are limited liability partnerships and residents of the Republic of Kazakhstan whose founders and beneficial owners are individuals who are residents of the Republic of Kazakhstan, provided that the account is opened by the CEO of a legal entity.

27. In the event that the Bank is interested in establishing an interest for use of funds placed in the current account of an individual Customer, the Bank shall make an individual decision for each case and pay interest according to the agreement and internal documents on account balances, but not exceeding the interest rate provided for by the legislation of the Republic of Kazakhstan.

28. A current account is a bank account opened by the Bank to the Customer on the basis of the bank account agreement, through which operations are made related to:

- ensuring the availability and use of the Customer's funds by the Bank;
- accepting (crediting) funds in favor of the Customer;
- executing the Customer's instructions to transfer funds in favor of the third parties in the manner provided for by the bank account agreement;
- executing the instructions of the third parties to withdraw the Customer's funds on the grounds provided for by the legislative acts of the Republic of Kazakhstan and (or) the agreement;
- receiving cash from the Customer and issuing cash to the Customer in the manner established by the bank account agreement and the legislation of the Republic of Kazakhstan;
- providing, upon the Customer's request, information on amount of the Customer's funds in the Bank and operations performed in the manner provided for by the bank account agreement;
- providing other banking services to the stipulated by the agreement, the legislation of the Republic of Kazakhstan and the business customs applicable in banking practice.

29. Documents required to open a current account, as well as information on the procedure for opening, maintaining and closing current accounts, are publicly available to the Bank's Customers and may be provided upon the Customer's first request.

30. The Bank shall open the following types of current accounts for legal entities, corporate

separate subdivisions (branches and representative offices), individual entrepreneurs, peasant (farm) enterprises, private notaries, private bailiffs, lawyers and professional mediators on the basis of the bank account agreement:

- current account in standard mode;
- account in transit mode;
- account in escrow mode;
- investment account;
- notary deposit (when a current bank account is used);
- special account of a legal entity.

31. If the Customer submitted all required documents to the Bank for conclusion of the bank account agreement and there are no grounds for refusing to conclude the bank account agreement, the matter of concluding the bank account agreement shall be considered and the decision to conclude the bank account agreement shall be made within a period of no more than one operating day. Furthermore, when making amendments to the agreement being concluded with the Customer who is not a related party of the Bank, including upon the Customer's proposal, if the agreement does not provide for another procedure for making amendments, the matter of concluding the bank account agreement with amendments shall be considered and the decision to conclude the bank account agreement shall be made no later than 15 business days after the terms of the bank account agreement with amendments agreed upon.

If the Customer is a related party of the Bank and the Bank does not have a standard form approved by the Bank's Board of Directors for concluding an agreement with such person, or if amendments must be made to the standard form approved by the Bank's Board of Directors, the decision to conclude the bank account agreement with such person shall be made no later than 15 business days from the date the required documents for conclusion of the bank account agreement are submitted to the Bank. In such case, there must be no grounds for a possible refusal to conclude the bank account agreement. If the Customer is a related party of the Bank and the Bank has a standard form approved by the Bank's Board of Directors for concluding an agreement with such person, then provided there is no need to make amendments to such form and if the Customer submitted all required documents to the Bank for conclusion of the bank account agreement and there are no grounds for a possible refusal to conclude the bank account agreement, the matter of concluding the bank account agreement shall be reviewed and the decision to conclude the current account agreement shall be made within no more than one operating day.

The second and subsequent accounts under the bank account agreement shall be opened no later than one operating day after the application for account opening is accepted and provided there are no restrictions or prohibitions on opening the account.

When maintaining a current account, the Bank shall accept payment documents on behalf of the Customer in hard copy and/or via the "Internet Banking" system. Payment documents are accepted on the operating days established by the Bank. When accepting payment documents in hard copy, the Bank shall verify the formatting of the payment document, surnames, first names, patronymics (if any) and signatures of authorized persons on the payment document and seal impression (if any) in accordance with the specimen signature and seal impression document held by the Bank, in the absence of prohibitions on performing the operation "balance: of the Customer's current account permissible for performing the operation. The Bank shall use automation tools when performing operations. After verifying the hard copy document and provided there are no grounds for refusing to conduct the operation, the Bank shall perform the operation. Payments shall be made within the timeframes established by the legislation of the Republic of Kazakhstan and the agreement. The Customer shall receive statements of operations on the current account within the timeframes and in the manner established in the agreement.

When maintaining the Customer's current account, the Bank shall use measures to protect against unauthorized payments in its relations with the Customer.

32. Accounts in transit mode are intended for accumulation of the Customer's funds received in cash and non-cash form, for the purpose of their further transfer via direct debit to the Customer's current account opened with the Bank, the details of which the Customer specifies in the account opening

application form(s). If the Customer operates with foreign currency in cash, it is mandatory for it to hold a license from the National Bank of the Republic of Kazakhstan for the right to operate with foreign currency in cash. Current accounts in transit mode shall be opened for legal entities and individual entrepreneurs who are the Customers of the Bank, provided that the Customer has at least one bank account with the Bank. No payments, transfers, or cash withdrawals by the Customer shall be provided for under the account in transit mode.

33. The account in escrow mode shall be established on the current account of the Customer to ensure the fulfillment of its obligations to the payer under the terms specified by the Customer and the payer in the bank account agreement/supplementary agreement to the bank account agreement. The account currency shall be established by the terms of the agreement.

34. The investment account shall be opened for the Customers under a custodial agreement, a brokerage and nominee holding services agreement and is intended for accounting and storage of funds constituting an investment portfolio. The account currency shall be established by the terms of the agreement.

35. The notary deposit shall be opened on the basis of the bank account agreement for private notaries for storage of money received by private notaries in accordance with the legislation of the Republic of Kazakhstan from a debtor for transfer to a creditor (deponent). The account shall be opened in both tenge, as well as in foreign currency.

36. The special account for legal entities is opened for the purpose of mandatory sale of foreign currency earnings by quasi-state sector entities engaged in foreign economic activity, in accordance with the requirements of the currency legislation of the Republic of Kazakhstan. Sale of currency earnings shall be made automatically by means of a standing order, provided by the Customer for its special account.

37. The Bank shall be entitled to assign the status of a dormant account to the account regardless of balance amount, if within the period provided for by the current legislation of the Republic of Kazakhstan from the date of the last operation performed by the Customer or its representative, no debit operation is performed by the Customer or its representative, or by the Bank on the Customer's instructions. If there is a balance of funds in the dormant account, the Bank shall monthly deduct a commission fee for maintenance of the dormant account according to the Bank's tariffs. When there are no funds in the dormant account, the Bank shall be entitled, in accordance with the legislation of the Republic of Kazakhstan, to take actions aimed at closing the account. The Customer shall be entitled to remove the dormant account status by submitting an application to an outlet of the Bank, as well as independently via Internet banking system for legal entities.

38. The Bank shall be entitled to carry out any measures aimed at protecting the account from operations not authorized by the Customer by requesting confirmation of document details from the Customer, as well as by other means.

39. The Customer may use the Bank's services via the audio service system – by making a telephone request to the Bank's Contact Center using a "code word" which is specified by the Customer in the account opening application or through the digital document service. The terms and conditions of the audio service are defined in the bank account agreement.

§ 3. Current accounts accessed via payment card

40. A corporate current account accessed via a payment card (legal entity's card account /card account) is a bank account opened by the Bank for the Customer on the basis of the bank account agreement or Payment Card Issuance and Maintenance Accession Agreement, which may be a mixed agreement, containing elements of the bank account agreement and an Issuance Agreement of a payment card (the "Agreement"). To conclude the Agreement, which is a standard form at the Bank, the Customer shall accept all its terms in full by placing its signature on the corresponding application. The Bank's acceptance of the application signed by the Customer shall mean the accession of the Customer to the Agreement.

The corporate current account may be opened for a resident legal entity, a non-resident legal entity, an individual entrepreneur, a peasant (farm) enterprise, a private notary, a lawyer, a private bailiff,

a professional mediator and may be maintained in national and foreign currency.

The Customer may open the corporate current account independently via the Internet banking system for legal entities or by applying to the Bank outlet.

The Bank shall open the corporate current account upon submission by the Customer or its representative of documents determined by the Bank as necessary for opening the corporate current account. The Customer/cardholder in whose name the Card is issued, or the Customer's responsible employee, shall submit to the Bank the documents determined by the Bank as necessary for issuance of the Card. The Customer is obliged to familiarize each cardholder with the terms of the Agreement and the card usage rules and bear full responsibility for the cardholder's compliance with the requirements contained therein. After opening the corporate current account/each subsequent corporate current account, the Bank shall provide the Customer with a notification of opening of the corporate current account, if necessary.

The Bank shall notify the relevant state revenue authorities of opening of the corporate current account in accordance with the established procedure.

For the services provided during the opening, maintenance, and closing of the corporate current account, as well as for servicing, the Bank shall charge a fee from the corporate current account in the amount established by the Bank's tariffs. The corporate current accounts may be opened in national and/or foreign currency. The currency of each individual corporate current account and the payment card system shall be determined jointly by the Customer and the Bank in the application form in accordance with the terms of the Agreement. Additional conditions for issuance of payment cards for the corporate current account shall be determined depending on a product selected by the Customer and specified in the application form for card issuance/opening of the main corporate current account. For the corporate current account, a balance maintenance scheme for the card selected by the Customer shall be established, which divided into two types: 1) with general balance maintenance for the card – the cardholder has access to the total amount of funds in the corporate current account; in this case, if the cardholder's card account is initially opened with general balance maintenance, subsequent card accounts cannot be opened with separate balance maintenance; 2) with separate balance maintenance for the card – the cardholder has access to an amount of funds within the limit of the balance in the cardholder's card account, provided that there are funds in the corporate current account; if the cardholder's card account is initially opened with separate balance maintenance, subsequent card accounts cannot be opened with general balance maintenance. Amount of balances available to the cardholder in a card account with separate balance maintenance shall be equal to the balance amount in the corporate current account. In the event of a discrepancy between the balance amounts available to the cardholder in a card account with separate balance maintenance and the balance amount in the corporate current account, the Bank shall perform automatic balance reconciliation on a daily basis. If the Customer has several cardholder card accounts with separate balance accounting, the Bank shall perform reconciliation with the cardholder card account with the highest balance, and then in descending order. In the event of insufficient funds on the cardholder card account for debiting, additional debiting shall be performed from other cardholder card accounts with an available balance. By opening a card with separate balance accounting, the Customer shall consent to automatic balance reconciliation. Within 10 (ten) banking days from the date of receipt of the application form and payment by the Customer of the card maintenance fee in accordance with the Bank's tariffs, the Bank shall open the corporate current account, send to the Customer a notification of opening of the corporate current account and, if the card receipt method selected in the Bank outlet, shall issue the card and PIN envelope to the Customer/cardholder or to an authorized employee of the Customer empowered to receive the card at the Bank; if delivery is selected as the card receipt method, the Bank shall transfer the card to a courier service for further delivery to the Customer/cardholder, except in the case of issuing a virtual card. Within 10 (ten) banking days from the date of receipt of the application form for opening a second/subsequent corporate current account and payment by the Customer of the card service fee in accordance with the Bank's tariffs, the Bank shall open a second/subsequent corporate current account for the Customer and send to the Customer a notification of opening of the corporate current account, and if “in outlet” card receipt method is selected, shall issue the Card and PIN envelope to the Customer/cardholder or to an authorized employee of the Customer empowered to receive the card at the Bank; if “delivery” is selected as card

receipt method, the Bank shall transfer the Card to a courier service for further delivery to the Customer/cardholder, except in the case of issuing a virtual card. In the case of issuing a virtual card, no plastic card is issued. The Customer/cardholder shall receive the Card details upon request via the Internet banking system for legal entities. If “delivery is selected as card receipt method, and the courier is unable to reach the Customer/cardholder by phone, the card shall be considered undelivered and transferred to the Bank outlet for issuance to the Customer/cardholder upon request. If the Customer selects the card delivery method via an outlet of the Bank - and the card is transferred to an outlet of the Bank due to non-delivery by the courier service, in the event that the Customer/cardholder fails to appear at the Bank within more than 3 (three) calendar months to receive a debit card or more than 6 (six) calendar months to receive a credit card from the date of application for card issuance/replacement, the Bank shall be entitled to destroy the card. In such case, the Bank commission fee paid by the Customer for card maintenance shall not be refunded.

The card is the property of the Bank and is issued to the Customer/cardholder for use solely as a method of access to the funds on the corporate current account for the period of the card's validity. The card is valid until the end of a month and a year indicated therein. The Customer shall be responsible for ensuring the safety of the card. The Customer shall assume the risk associated with opening and maintenance of the corporate current account/ issuance of a card in foreign currency, which may arise due to restrictions established by government authorities regarding foreign currency, including, but not limited to currency control or currency restrictions as well as taxes. The card and PIN envelope may be issued by the Bank to the cardholder and/or the Customer, with subsequent transfer to the cardholder through their authorized employees. Issuance of cards and PIN envelopes to a single authorized employee of an organization is not permitted. The PIN code may be transmitted to the cardholder by the Bank electronically (E-PIN) upon the Customer providing a mobile phone number to receive an SMS message with a temporary card activation code and a one-time SMS password for conducting internet transactions. In such case, the mobile phone number provided by the Customer shall be recorded in the card system as the cardholder's trusted number, to which the Bank shall send the E-PIN and one-time SMS password for confirmation of internet transactions.

Notification of the Bank's participation in the mandatory deposit guarantee system and other information regarding deposit guarantees, including but not limited to information on the terms and procedure for payment of guarantee compensation, including the transfer of unclaimed compensation amounts, is posted on the Bank's website at www.halykbank.kz.

The corporate current account is used to perform operations related to:

ensuring the availability of the Customer's funds, withdrawal of funds/replenishment of the corporate current account;

acceptance (crediting) of funds in favor of the Customer;

Customer's execution of transfers both between its own accounts, as well as transfers (payments) in favor of the third parties using a payment card in the manner provided for by the Agreement;

execution of orders from the third parties for withdrawal of the Customer's funds on the grounds provided for by the legislative acts of the Republic of Kazakhstan and (or) the bank account agreement/Agreement;

other operations, the terms of which are posted on the Bank's corporate website and provided for in the Agreement.

41. A payment card is a method of accessing funds via electronic terminals or other devices, containing information that allows the holder of such a card to make payments, withdraw cash, make cash deposits, perform currency exchange and other operations defined by the Bank as the issuer of the payment card and on its terms.

The maximum period for considering the Customer's request to the Bank for issuance of a payment card and opening of the corporate current account may not exceed 90 calendar days from the date of the Customer's request to the Bank. The specified period includes time for consulting the Customer, for preliminary qualification of the Customer, for actions to receive the application and other necessary documents from the Customer, for application approval, for card issuance, for the Bank's Board of Directors to pass a resolution on entering into a transaction with a related party of the Bank (if the Customer is a related party of the Bank), and for delivery of the card to the branch where the

Customer applied for issuance of the payment card and opening of the corporate current account. The specified maximum period does not mean that the specified number of days is used for issuance of the payment card and opening of the corporate current account. Issuance of the card and opening of the corporate current account shall be made if there are no grounds for refusal to perform operations.

42. The Customer shall independently select the currency for the corporate current account offered by the Bank. The Customer shall independently select a card product from among the card products offered by the Bank. Up-to-date information on products, services, and tariffs is posted by the Bank on the Bank's website. The payment card is issued in accordance with the terms of the card product selected by the Customer. Payments with the use of the payment card shall be made within the amount of funds in the corporate current account and/or within the amount of a loan provided to the Customer.

Provision of services to the Customer for maintenance of the payment card shall be made in accordance with the terms of the Agreement and the card usage rules. The card usage rules shall be provided to the Customer and shall contain provisions on conditions for storage of the card, code word, and PIN code, use of the card when performing operations, blocking of the card, detention/seizure of the card, suspension and termination of card use, replacement of the card, settlement of disputes, and introduction by the Customer of restrictions on card operations.

43. Rights of the Bank:

- to set tariffs for maintenance of the payment card, as well as the terms of payment by the Customer for maintenance of the payment card;
- to establish the list of documents required for issuance of the payment card;
- to establish the design of the payment card;
- to establish the terms regarding the number of payment cards, including additional cards, that an individual may use;
- independently to set restrictions on operations (type, amount, country) conducted using a payment card;
- to develop card products;
- to establish the list of documents required for opening of the corporate current account;
- to block the payment card in cases provided for in the agreement, including in the event of its loss by the Customer or its theft from the Customer;
- to refuse to open the corporate current account if the Customer fails to submit the required documents to the Bank and/or fails to pay the card service fee;
- to require the Customer to comply with the terms of the Agreement and the rules for using the payment card;
- to establish the content of the rules for using the payment card;
- to use data on operations on machine-readable media as evidence when resolving disputes, including those with the Customer.

44. Obligations of the Bank:

- to open the corporate current account for the Customer provided that the Customer submits the required documents to the Bank and/or pays the service fee, including via Internet banking for legal entities;
- to maintain the corporate current account in accordance with the requirements of the legislation and the terms of the bank account agreement/Agreement, audio servicing agreement;
- when issuing a payment card to the Customer, to familiarize the Customer with the rules for using the payment card;
- to notify the Customer of changes in tariffs (in accordance with the terms of the bank account agreement/Agreement);
- to notify the Customer of blocking of the payment card if the blocking is made at the initiative of the Bank (in accordance with the terms of the bank account agreement/Agreement).

45. Rights of the Customer:

- to perform operations on the corporate current account in accordance with the legislation and the terms of the bank account agreement/Agreement;
- to apply to the Bank for issuance of the payment card or additional payment cards. In doing so, the Customer shall also be entitled to apply for issuance of payment cards from different payment

systems;

- to select one or more card products offered by the Bank;
- to obtain statements for the corporate current account;
- to enter into an audio servicing agreement with the Bank;
- to apply to the Bank with an oral and/or written request to block/unblock the payment card;
- to set restrictions on specific types of card operations and maximum amount available for the payment card and for any additional card;
- to initiate the extension of the bank account agreement/Agreement, and closure of the corporate current account.

46. Obligations of the Customer:

to perform operations on the corporate current account in accordance with the legislation and the requirements of the bank account agreement/Agreement, and not use the corporate current account for illegal purposes;

to use the payment card in accordance with the terms of the bank account agreement/Agreement and the rules for using the payment card;

to apply to the Bank with an oral and/or written request to block/unblock the payment card in the cases and manner provided for in the bank account agreement/Agreement and the rules for using the payment card;

to pay the Bank's fees on a timely and full manner;

to settle in full for operations performed using the payment card;

when performing foreign currency operations using the corporate current account, to submit to the Bank documents stipulated by the legislation of the Republic of Kazakhstan and the requirements of the Bank;

to return to the Bank funds erroneously received (credited) to the corporate current account;

to ensure the safety of the payment card.

47. Liability of the Bank and the Customer:

The Bank shall be liable for non-performance or improper performance of the bank account agreement/Agreement (in accordance with the terms of the bank account agreement/Agreement), including untimely issuance of the payment card;

The Bank shall be liable for an erroneously performed operation on the corporate current account;

The Customer shall be liable for non-performance or improper performance of the bank account agreement/Agreement, including for untimely and/or incomplete payment of remuneration for the Bank's services (in accordance with the terms of the bank account agreement/Agreement);

The Customer shall be liable for failure to comply with the requirements of the rules for using the payment card.

48. The Customer shall be entitled to submit an application to the Bank for termination of the Agreement with closure of the corporate current account/all corporate current accounts. In this case, the mandatory conditions for termination of the Agreement and closure of the corporate current account/corporate current accounts are the absence of outstanding claims against the corporate current account/corporate current accounts, including in the form of the Customer's debt to the Bank, and submission by the Customer to the Bank of an application for closure of all cards issued under the Agreement. In the absence of outstanding claims, unlifted acts on temporary restrictions on disposal of property, decisions and (or) orders of authorized state bodies and (or) officials on suspension of debit operations on the corporate current account/corporate current accounts, as well as acts on seizure of funds held in the corporate current account/corporate current accounts, and closure of all cards issued under the Agreement, the Bank shall close the corporate current account/corporate current accounts no later than 30 (thirty) business days after receipt of the Customer's application, and for AMERICAN EXPRESS Cards no later than 60 (sixty) business days. The date of termination of Agreement shall be the date of closure of the last of the corporate current accounts opened under the Agreement. In the event of outstanding requirements regarding the corporate current account/corporate current accounts, including the Customer's debt to the Bank, unlifted acts on temporary restrictions on disposal of property, decisions and (or) orders of authorized state bodies and (or) officials on suspension of debit operations on the corporate current account/corporate current accounts, as well as acts on seizure of funds held in

the corporate current account/corporate current accounts, and/or failure to return all cards issued under the Agreement for the corporate current account/corporate current accounts, the corporate current account/corporate current accounts shall be closed after all requirements regarding the corporate current account/corporate current accounts are fulfilled and all Cards issued under the Agreement for the corporate current account/corporate current accounts. The date of termination of Agreement shall be the date of closure of the last of the corporate current accounts opened under the Agreement. The date of termination of the Agreement shall be the date of closure of the last of the corporate current accounts opened under the Agreement. The Bank shall transfer the remaining funds from the corporate current account/corporate current accounts to other bank accounts specified by the Customer, and/or provide the funds to the Customer in cash, provided that such disbursement does not contradict the requirements of the legislation of the Republic of Kazakhstan, and shall close the corporate current accounts. The Customer shall be entitled to terminate the Agreement in the event of notification by the Bank of amendments or additions to the terms of the Agreement, including the presentation of the Agreement in a new edition, the card usage rules, tariffs, interest rate on the balance of the Customer's own funds in the corporate current account, the amount of penalty for cases of technical overdraft, by submitting an application to the Bank for termination of the Agreement with closure of the corporate current account/all corporate current accounts and returning to the Bank all cards issued under the Agreement for all corporate current accounts before the date on which the amendments or additions come into effect.

The Bank shall be entitled to close the corporate current account if there are no funds/money flows in the corporate current account for more than one year, and to refuse the Customer's request to close the corporate current account if there are outstanding claims against it, except in cases of liquidation of the Customer as a legal entity. In the event of the Bank's refusal to perform the Agreement the Bank shall send to the Customer a corresponding notification via the following methods of informing: Internet banking system for legal entities, SMS notification, posting information on the Bank's corporate website and in other mass media at least 15 (fifteen) calendar days prior to the date of termination of the Agreement, and for AMERICAN EXPRESS cards, at least 60 (sixty) calendar days. Upon receipt of the aforementioned notification from the Bank, the Customer shall be obliged to return all cards issued under the Agreement to the Bank no later than 10 (ten) business days from the date of receipt/posting of the notification from the Bank. In the event of the Bank's refusal to perform Agreement, in the absence of outstanding claims against the legal entity's card account, the Bank shall transfer the remaining funds from the legal entity's card account to other bank accounts specified by the Customer, and/or provide the funds to the Customer in cash, provided that such disbursement does not contradict the requirements of the legislation of the Republic of Kazakhstan, and shall close the legal entity's card accounts. The termination of business relations under Agreement shall occur in accordance with the standards provided for by the legislation of the Republic of Kazakhstan, and in other cases provided for in the Agreement. The Bank shall be entitled to take measures aimed at terminating the Agreement, including withdrawing from the Agreement, in the event of non-performance and/or improper performance by the Customer of any of the obligations provided for in the Agreement and/or in any of the following cases, including but not limited to: if the Customer or its affiliates are included in the list of persons subject to global economic sanctions, including cases where the performance of such operations by the Bank may lead to the application of restrictions and (or) sanctions against the Bank; revocation of any of consents for personal data provided to the Bank, contesting of its validity by anyone, recognition of any of consents for personal data provided to the Bank as invalid, impossibility of the Bank's use of the personal data of 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.

Upon closure of the corporate current account without termination of the Agreement, or upon closure of the corporate current account and termination of the Agreement:

the fee paid by the Customer for maintenance of the card(s) issued to the corporate current account(s) shall not be refunded;

the fee paid by the Customer for maintenance of the corporate current account up to the date of closure of the corporate current account, or up to the date of termination of the Agreement, shall not be refunded;

The Bank shall not accrue interest on the balance of funds in the closing corporate current account(s) for the last incomplete calendar month.

The Customer may initiate the closure of the card at its own discretion, without participation of the cardholder. The Bank shall notify the relevant state revenue authorities of closure of the corporate current account in accordance with the established procedure. All amendments and supplements to the Agreement shall become an integral part of the Agreement from the date of their entry into force, provided that the Bank informs the Customer thereof in accordance with the terms and conditions of the Agreement.

Chapter 4. Acceptance of deposits of legal entities, their separate subdivisions, individual entrepreneurs, peasant (farm) enterprises, private notaries, lawyers, private bailiffs, professional mediators

§ 1. General provisions

49. The Bank shall accept deposits from legal entities – residents and non-residents of the Republic of Kazakhstan, their separate subdivisions (branches and representative offices), individual entrepreneurs, peasant (farm) enterprises, private notaries, lawyers, private bailiffs, professional mediators. Hereinafter in this chapter, the specified persons and corporate separate subdivisions are referred to as the customers and/or legal entities, unless the Rules need to explicitly specify a particular person.

50. When accepting customer deposits, the Bank shall be guided by the current legislation of the Republic of Kazakhstan, business customs applied in banking practice, as well as its internal documents.

51. Operations for accepting corporate deposits may be performed electronically in the manner established by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

52. A bank deposit agreement is concluded, depending on the type of deposit, by the Bank and the Customer signing a single document, or by exchanging applications and confirmations. To conclude a bank deposit agreement, the Bank shall use standard document forms approved by the Bank's authorized bodies, except in cases established by these Rules. A bank deposit agreement may be concluded as an accession agreement, with the text of the bank deposit agreement or the text of the terms—which, together with the application and confirmation, shall constitute the bank deposit agreement, and it may also be concluded by the Bank and the Customer signing a single document.

53. When conducting operations with corporate deposits that are related parties of the Bank, the Bank shall be guided by the requirements of the legislation of the Republic of Kazakhstan for transactions performed with persons that are related parties of the Bank.

54. The rights and obligations of the Bank and the Customer, and the liability of the Bank and the Customer, including those stipulated in these Rules, shall be detailed in agreements, concluded between the Bank and Customers when conducting specific operations. Also in agreements may be specified cases of exemption of the Bank and the Customer from liability, limitations of liability, and conditions for termination of the agreement by the Customer and the Bank.

Basic rights of the Bank:

to establish the list of documents provided by the Customer for opening of a saving account and contributing a deposit;

to refuse the Customer's request to perform operations on the deposit if there are facts indicating a violation of the legislation of the Republic of Kazakhstan;

to refuse the Customer's request to perform operations on the deposit if there is a suspicion that the business relationship is being used by the customer for the purposes of legalization (laundering) of proceeds from crime, financing of terrorism, financing the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions¹;

to amend the terms of the deposit, having previously notified the customer in written, except in cases of changes to the interest rate, including upon extension of the deposit term;

¹ **International economic sanctions** are coercive measures of a political, diplomatic, or economic nature imposed by an international organization, a government of a foreign state or an authorized state body of a foreign state, providing for a partial or total ban on trade, financial or other operations/payments/transfers with individuals or legal entities, a state/territory and/or its residents against whom sanctions are imposed.

to withdraw funds from the customer's account without the customer's consent/additional consent in cases provided for by the current legislation of the Republic of Kazakhstan;

to withdraw, by means of direct debiting of the account using a payment order, the commission fee for services rendered/operations on the account, in the manner and within the timeframes established by the agreement, taking into account internal bank documents;

to withdraw, by means of direct debiting of the customer's account using a payment order, the amount of any debt of the Customer to the Bank on the basis of relevant agreements, contracts, and other documents providing for the Customer's consent to such withdrawal;

in the event that it is established that funds are credited to the Customer's account in error, for the purpose of correcting such error, to perform the unconditional withdrawal of said funds from the Customer's account by means of direct debiting of the account;

to refuse to perform the bank deposit agreement in cases provided for by the legislation of the Republic of Kazakhstan and the bank deposit agreement;

to refuse the Customer's request to open a saving account and accept a deposit / to continue business relationships for the maintenance of a bank deposit / to renew a bank deposit agreement for a new term in accordance with the implemented policy on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and on compliance with international economic sanctions.

Procedure for debiting overdue debt to the Bank from a legal entity's saving account for specific types of deposits. In the event that the Bank issues payment demands to the saving account (the "Internal Payment Demands"):

1) for "Term" and "Savings" deposits, if there are sufficient funds in the saving account to satisfy the Internal Payment Demands, the Bank shall execute this instruction and credit the remaining funds to the Customer's current account. Interest on the deposit shall not be accrued or paid for the entire term of the deposit, unless the bank deposit agreement provides for a condition for early withdrawal of the deposit with payment of interest at specially established rates;

2) for "Term with payments" deposits, if funds are sufficient, the Bank shall execute the Internal Payment Demands. From the amount remaining after the execution of the Internal Payment Demands, the Bank shall debit the interest previously paid to the Customer from the saving account, and then transfer the remaining amount of money to the Customer's bank account, provided that the bank deposit agreement does not contain a condition for early withdrawal of the deposit with payment of interest at specially established rates. If the amount of money is insufficient after the execution of the Internal Payment Demands, the return of the interest previously paid to the Customer shall be made by the Bank transferring the entire remaining amount of money to its own transit account;

3) for "Flexible Deposit", if funds are sufficient, taking into account the minimum balance of the deposit, the Bank shall execute the Internal Payment Demands by partially withdrawing the amount from the deposit without terminating the bank deposit agreement. In cases where the Bank's execution of the Internal Payment Demands results in a violation of the minimum balance conditions, the Bank shall transfer the remaining money to the Customer's current account without accruing or paying interest for the entire term of the deposit, unless the bank deposit agreement provides for a condition for early withdrawal of the deposit with payment of interest at specially established rates;

4) for "Flexible Deposits with monthly interest payment", if funds are sufficient, taking into account the minimum balance of the deposit, the Bank shall execute the Internal Payment Demand by partially withdrawing the amount from the saving account without terminating the bank deposit agreement. In cases where the Bank's execution of the Internal Payment Demand results in a violation of the minimum balance conditions, the Bank shall deduct the interest previously paid to the Customer from the amount remaining after execution of the Internal Payment Demand from the saving account, and transfer the remaining funds to the Customer's current account without accrual or payment of interest for the entire term of the deposit, unless the bank deposit agreement provides for early withdrawal of the deposit with payment of interest at specially established rates. If the amount of funds is insufficient after the execution of the Internal Payment Demand, the return of the interest previously paid to the Customer shall be made by the Bank transferring the entire remaining amount of funds to its own transit account.

Basic rights of the Customer:

- to receive information on the flow and balances of funds in the saving account;
- to make additional contributions to deposits, the terms of which provide for the possibility of making additional contributions;
- to demand the return of the deposit;
- to demand the return of a part of the deposit for deposits, the terms of which provide for the possibility of partial withdrawal;
- to require the Bank to properly perform the terms of the bank deposit agreement.

Basic obligations of the Bank:

- to maintain records of funds in the customer's saving account;
- to accept the deposit amount or additional contribution from the Customer;
- to accrue interest in the amount specified in the agreement;
- upon expiration of the deposit term, to return the deposit amount and accrued interest to the Customer's bank account.

Basic obligations of the Customer:

- to provide the Bank with a full set of documents required to open a deposit, if such documents were not previously submitted for opening of the Customer's current account;
- to pay the Bank's fees on a timely and full manner and to reimburse the Bank's expenses related to the maintenance of the saving account;

- during the term of the bank deposit, to provide upon the Bank's first request the documents and information, including information on the Customer's beneficial owner, requested by the Bank in accordance with the implemented policy on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and on compliance with international economic sanctions.

The Bank and the Customer shall bear other obligations provided for in these Rules.

The Bank and the Customer shall be liable for non-performance and (or) improper performance of their obligations under the agreement in accordance with the legislation of the Republic of Kazakhstan and the terms of the bank deposit agreement.

The Bank shall deny the Customer's request to open a saving account and accept a deposit in the following cases:

- suspicions arise in the process of cooperation that the business relationship is being used by the Customer for the purposes of legalization (laundering) of proceeds from crime, financing of terrorism, financing the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions;

- suspension of all operations on the Customer's bank accounts;

- existence of sanctions against the Customer, its affiliates, or beneficial owners, imposed under the jurisdiction of any country (e.g., USA, EU, UK, etc.) or international organization (including but not limited to FATF, UN, etc.), including cases where the terms and business relationship with the customer may lead to the application of restrictions and (or) sanctions against the Bank;

- if the Customer has violated the requirements of international economic sanctions;

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

- if, in the process of business cooperation, the Bank has grounds to believe that the Customer's business relationship with the Bank is being used in violation of the requirements of international economic sanctions and/or in violation of the requirements of 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;

- provided for by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and by international economic sanctions;

- stipulated by the Bank's internal documents and procedures on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction.

The Bank shall establish restrictions on acceptance of deposits, on acceptance of deposits by

terms and (or) amounts and (or) interest rate and (or) currency and (or), taking into account the decisions and recommendations of the state bodies of the Republic of Kazakhstan, the requirements of the legislation of the Republic of Kazakhstan, as well as in accordance with the Bank's internal documents.

§ 2. Interest rates and tariffs

55. The Bank shall establish interest rates on deposits independently.

56. The maximum amounts, terms and conditions for accepting corporate deposits, the maximum interest rates on corporate deposits, and the conditions for payment of interest on corporate deposits are set forth in Annex 7 hereto.

The maximum amounts and terms of accepted deposits, and the maximum interest rates on deposits, shall constitute the limits within which the Bank determines the terms for accepting deposits in respect of specific Customers or groups of Customers. The maximum amounts, terms, and interest rate do not grant the Customer the right to demand that the Bank accept deposits directly at the maximum amounts, terms, and interest rates.

57. Interest on all deposits is calculated based on a 360-day year and the actual number of days in a month, unless otherwise provided for by the agreement.

58. If the deposit expiration date falls on a weekend or a public holiday, the return of the deposit and payment of interest shall be made by the Bank on the next business day. In such case, interest shall be accrued for the actual period the deposit is held, including the specified weekends/public holidays.

59. The Customer shall pay the Bank's fees related to maintenance of the saving account in accordance with the tariffs posted on the Bank's website.

60. The Bank shall establish and apply the tariffs for operations performed independently.

§ 3. Distribution of interest rates and tariffs related information

61. When distributing information on the amounts of interest and tariffs for accepting deposits, opening, maintaining, and closing saving accounts of legal entities, the Bank shall be guided by the requirements of the legislation of the Republic of Kazakhstan regarding the procedure for distributing information on interest amounts for deposits.

62. The Bank shall specify the interest rate in a reliable, annual, effective, and comparable calculation (real cost), the procedure for which is established by the authorized body, in agreements concluded with customers, as well as when distributing information on interest amounts for deposits (excluding interbank deposits), including its publication.

§ 4. Acceptance and return of corporate deposits

63. Within the framework of concluded bank deposit agreements, the Bank shall open bank saving accounts for legal entities (except for banks).

64. Saving accounts of legal entities – residents and non-residents of the Republic of Kazakhstan may be opened and maintained in national and foreign currency.

65. A saving account is a bank account opened by the Bank for the Customer on the basis of a bank deposit agreement. Operations related to the customer's saving account are performed in connection with:

- ensuring the availability and use by the Bank of funds (deposit) owned by the Customer;
- accepting funds from the Customer by non-cash method;
- payment of interest in the amount and manner determined by the bank deposit agreement;
- by returning the money (deposit) to the Customer on the terms provided for by the bank deposit agreement and the legislative acts of the Republic of Kazakhstan, including by transferring thereof to another bank account of the Customer;
- execution of orders from the third parties for withdrawal of the Customer's funds on the grounds provided for by the legislation of the Republic of Kazakhstan and the bank deposit agreement.

66. Before conclusion of the bank deposit agreement for the term deposit, the Customer shall be

obliged to read the general terms and conditions for bank corporate deposits in the Bank posted on the Bank's website, as well as the information on interest rates and tariffs related to acceptance of deposits and maintenance of saving accounts for legal entities. When making (placing) other term deposits, the corresponding bank deposit agreement shall be concluded after its terms are agreed upon by the Customer and the Bank. For bank deposit agreements under other term deposits, both the Bank's form may be used, and the Customer's form is also permitted. In cases provided for by the legislation of the Republic of Kazakhstan, for the bank deposit agreement the form provided for by the legislation of the Republic of Kazakhstan may be used.

To open the conditional deposits, the Customer shall first read the proposed terms and conditions of the corresponding agreement.

When accepting corporate deposits, the Bank shall provide consulting to the Customer in accordance with the requirements of the authorized state body, including providing the Customer with information on interest rates and tariffs, including by referring to the Bank's website where the Customer can read the interest rates and tariffs, the timeframes for decision-making in the event the Customer submits an application, and the terms and conditions for provision of the banking service.

67. When the Customer applies to the Bank to place a deposit under the standard terms and conditions in effect at the Bank at the time of application, the application shall be considered and the decision to provide the service shall be made by the Bank within one operating day, and the Customer shall receive notification of a decision no later than that operating day. If the application is received after the end of an operating day, the matter shall be considered, the decision to provide the service shall be made by the Bank, and the Customer shall receive notification of the decision by the end of the following operating day. When the Customer applies to the Bank to place a deposit under preferential/individual terms, the Bank's decision to provide the service shall be made, and the Customer shall be notified by the Bank within 2 weeks from the date of receipt of the Customer's application.

If necessary, the terms of the bank deposit agreement shall be formulated by mutual agreement of the Customer and the Bank.

When the Customer applies to the Bank to make an additional contribution to the bank deposit (if it is available for the type of deposit) the additional contribution shall be accepted:

during the operating day on which the Customer's request is received;
if the request is received after the end of an operating day, then on the operating day following it.

When the Customer applies to the Bank for the purpose of partial withdrawal from the bank deposit (if it is available for the type of deposit), the application for partial withdrawal shall be accepted:

during the operating day on which the Customer's request is received;
if the request is received after the end of an operating day, then on the operating day following it.

If the bank deposit agreement for another term deposit is concluded, the period for concluding the agreement shall be determined by the Customer and the Bank.

For conclusion of the bank deposit agreement for conditional deposits, the period for reviewing the Customer's application and the Bank's decision to conclude the bank deposit agreement shall not exceed fifteen business days.

68. The Bank shall open a saving account on the basis of a concluded bank deposit agreement and after receiving the full set of documents specified on the Bank's website in the general terms and conditions of a legal entity's bank deposit at the Bank, or provided to the Customer at the subdivision of the Bank that the Customer contacted, or in any other manner that the Bank deems necessary in a specific case.

Acceptance of corporate deposits is made by the Bank provided that the Customer opens a current account with the Bank. The Bank shall be entitled to change this condition. Information regarding this condition is posted on the Bank's website www.halykbank.kz, and is also provided when consulting the Customer prior to the conclusion of the bank deposit agreement.

69. The return of the deposit and payment of interest shall be made by the Bank to the Customer's bank account specified in the bank deposit agreement, unless otherwise established by the legislation of the Republic of Kazakhstan and/or the bank deposit agreement.

70. The terms of the bank deposit agreement shall be considered breached in the following cases:

- 1) the Customer's unilateral refusal to perform the bank deposit agreement;
- 2) the Customer's breach of the terms of the bank deposit agreement.

71. In the event that payment documents are presented to the saving account by the third parties or the Bank, the Bank shall act in accordance with the current legislation of the Republic of Kazakhstan and the terms provided for in the bank deposit agreement.

72. In the event of a breach of the terms of the bank deposit agreement and if it is impossible to transfer funds to the Customer's bank account due to existing blocks on the account, the interest rate on the deposit shall be reduced to zero, and the accrued but unpaid interest shall be reversed.

73. In the event of any changes that are or may be significant to the Bank in connection with the existence of saving account of the Customer, the Customer shall immediately notify the Bank in written. The notification shall be deemed accepted by the Bank only from the moment the Bank receives the corresponding written notification and documents confirming these changes.

74. The Customer shall check all correspondence received from the Bank immediately upon receipt. Furthermore, the Customer shall verify the correctness of the Bank's execution of its instructions regarding the saving account. If the Customer discovers any inaccuracies and/or incomplete execution, it shall immediately notify the Bank within the timeframes specified in the bank deposit agreement.

75. When opening and closing saving accounts for legal entity - taxpayer (except for saving accounts of non-resident legal entities), the Bank shall record the identification number (business identification number or individual identification number) and notify the tax authorities of opening and closing of the legal entity's bank accounts, specifying the identification number.

§ 5. Types of deposits

76. The Bank shall open saving accounts for the following types of deposits for legal entities – residents and non-residents of the Republic of Kazakhstan, their corporate separate subdivisions (branches and representatives), individual entrepreneurs, peasant (farm) enterprises, private notaries, private bailiffs, lawyers, and professional mediators on the basis of bank deposit agreement:

Term deposit;

Conditional deposit.

The term deposit is made for a specific term of the bank deposit agreement.

The conditional deposit is made before occurrence of certain circumstances of the bank deposit agreement.

77. The Bank shall be entitled to take the rights of the depositor under agreements for a term bank deposit as collateral to secure the proper performance of the obligations of the Customer—the Bank's debtor—under a financial instrument. In this case, the further servicing and support of agreements for a term bank deposit, whereunder the rights of the depositor are transferred to the Bank as collateral, shall be made in accordance with the terms of the concluded agreements, taking into account the terms of the pledge.

Chapter 5. Maintaining current accounts, acceptance and servicing of term retail deposits

§ 1. General provisions

78. The Bank shall open current accounts, saving accounts, and current accounts accessed via a payment card for individuals.

Bank accounts for individuals are the methods of reflecting the contractual relationship between the Bank and the Customer regarding acceptance of funds and (or) banking services provided to the Customer.

79. In the event that the Customer's information matches the information in the FT List, the FPWMD List, the list of persons involved in terrorist activities¹ and persons prohibited from being served by the Bank, the Bank shall be entitled to refuse to open an account and/or perform banking operations.

The Bank shall be entitled to deny the Customer's request to conduct debit operations on the account and (or) suspend all debit operations on the Customer's bank accounts if there are suspicions that such operations are being performed for the purposes of legalization (laundering) of proceeds from crime, financing of terrorism, and financing the proliferation of weapons of mass destruction, as well as for the purposes of violating/evading the requirements of international economic sanctions.

80. When maintaining the Customer's accounts, the Bank shall:

suspends debit operations or freezes funds held in the bank account, in accordance with the legislative acts of the Republic of Kazakhstan, on the basis of relevant decisions (orders) of authorized bodies possessing the right to suspend debit operations on the bank account or freeze the Customer's funds held in the bank account;

resume operations on bank accounts on the basis of corresponding written notifications from authorized bodies regarding the cancellation of decisions (orders) to freeze funds held in the bank account or to suspend debit operations on the bank account, as well as in cases provided for by the legislation of the Republic of Kazakhstan;

in the event of insufficient funds in the bank account to which decisions (orders) of authorized bodies on imposition of a freeze are presented, accept the specified decisions (orders) for execution and suspend debit operations until the necessary amount specified in the decision (order) on imposition of a freeze has accumulated;

in the event of insufficient funds in the bank account to which decisions (orders) of authorized bodies on imposition of a freeze on the Customer's funds held in such account are presented, no later than three business days after receipt of such decisions, notify the relevant bodies of impossibility of their execution, specifying the reasons, and request the said bodies for further actions regarding the execution of decisions (orders) on imposition of a freeze.

81. When opening/closing current accounts for a foreigner or a stateless person, the Bank shall notify the authorized state body of opening of said accounts via electronic communication channels that ensure guaranteed delivery of messages, no later than one business day following the date of their opening, specifying the identification number. If notification of opening/closing of said accounts via such electronic communication channels is impossible due to technical problems, the notification shall be sent in hard copy to the tax authority at the location (residence) of the taxpayer within three business days.

§ 2. Current accounts

82. The Bank shall open current accounts for residents and non-residents of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan.

83. The current accounts shall be opened in the following currencies: KZT, US dollar, euro, Russian ruble, Swiss franc, British pound sterling. The Customer shall be entitled to open any number of current accounts in one currency with the Bank.

84. The current account (hereinafter in this clause – the “Account”) is a bank account opened by the Bank for the Customer on the basis of an application for opening a current account/Accession agreement to the Agreement. The Customer shall join the individual current bank account accession agreement (the “Accession Agreement”) by signing the application form for opening the current account/Accession agreement to the Agreement. The Bank's acceptance of the application for opening a current account from the Customer shall mean the accession of the Customer to the accession agreement.

Before signing the application form, the Customer shall submit to the Bank the documents required for opening the Account. The Customer's request to the Bank to open the Account shall be

¹ **FT list is the list of organizations and persons related to financing of terrorism and extremism;

FPWMD list is the list of organizations and persons related to financing of proliferation of weapons of mass destruction; list of persons involved in terrorist activities.

considered within a period not exceeding 3 business days from the date of the request. If the Customer submits all necessary documents to the Bank and there are no grounds for refusing to open the Account, the decision to accept the signed application for opening a current account from the Customer shall be made within a period not exceeding one operating day from the date the application is received. If the Customer is a related party of the Bank, and the Bank has a standard form of accession agreement for related party of the Bank approved by the Bank's Board of Directors, the decision to accept the signed application for opening a current account from the Customer, who is a related party of the Bank, shall be made within a period not exceeding one operating day from the date the application is received. If the Bank does not have a standard form of accession agreement for a related party of the Bank, or if changes are made to the standard form of accession agreement for a related party of the Bank approved by the Bank's Board of Directors, the decision to accept the signed application for opening a current account from the Customer that is a related party of the Bank shall be made within a period not exceeding 20 business days from the date the application is received from the Customer.

The decision to accept a signed application for opening a current account from the Customer, including cases where the application is submitted by the Customer – a related party of the Bank, provided that a standard form accession agreement for related parties approved by the Bank's Board of Directors is used, shall be made by an authorized employee of the branch. The decision to accept a signed application for opening a current account from the Customer - related party of the Bank, in the absence of a standard form agreement for a current account for related parties, or when changes are made to such a form, shall be made by the Bank's Board of Directors.

85. The Bank shall perform the following operations on the Account and provide banking services related to its maintenance:

- credits to the Account the funds contributed in cash to the Bank's cash desk by both the Customer and the third parties, as well as withdraws funds from the Account to the Customer in cash;

- credits to the Account the funds transferred by the Customer from its other bank accounts opened with the Bank and with other banks, as well as the funds transferred by the third parties in favor of the Customer;

- transfers funds from the Account based on the Customer's payment orders to the Customer's bank accounts opened with the Bank and with other banks, as well as in favor of the third parties;

- transfers funds from the Account to the Customer's term deposits with the Bank on the basis of concluded bank deposit agreements;

- performs currency conversion based on the Customer's applications of the established form;

- provides Account statements upon the Customer's request during an operating day.

When maintaining the Account, the Bank shall accept payment documents on behalf of the Customer in hard copy and/or via the Internet Banking system. Payment documents shall be accepted on operating days established by the Bank. Upon receipt of payment documents, the Bank shall verify the formatting of the payment document, the Customer's surname, first name, patronymic (if any) and signature, absence of prohibitions on performing operations, and balance on the Customer's Account permissible for performing operations. When performing operations, the Bank shall use automation tools. After verification and in the absence of grounds for refusing to process operations, the Bank shall perform the operation. Payments shall be made within the timeframes established by the legislation of the Republic of Kazakhstan and the agreement. The Customer shall receive statements on operations on the Account within the timeframes and in the manner established in the agreement.

Upon receipt by the Bank of a payment document requiring the Customer's acceptance, the Bank shall process the payment document and send it to the Customer for acceptance within the timeframes established by the legislation of the Republic of Kazakhstan. Depending on whether the Customer's acceptance is received, the Bank shall execute the payment document or return the payment document without execution within the timeframes established by the legislation of the Republic of Kazakhstan and the accession agreement's timeframes. There must be no prohibitions or restrictions on performing operations.

When maintaining the Customer's Account, the Bank shall use the measures to protect against unauthorized payments in its relations with the Customer.

86. Documents required for opening the Account, as well as information on the procedure for

opening, maintaining, and closing current accounts are publicly available to the Bank's Customers and may be provided upon the Customer's first request.

87. Rights and obligations of the Customer and the Bank:

The Customer shall be entitled to:

- use the Account in accordance with the terms of the accession agreement;

- obtain Account statements upon appearing at the Bank or at the postal/email address specified in the written instruction to the Bank/supplementary agreement of the Parties;

- give the Bank a standing instruction to transfer funds from one of its Accounts to another opened with the Bank. Withdrawal of funds from the Account by the Bank for the purpose of making a transfer to the accounts of the third parties without the Customer's instruction is possible by a supplementary agreement of the Parties;

- revoke an instruction accepted by the Bank or suspend its execution in the manner and within the timeframes established by the current legislation;

- in the absence of outstanding claims against the Account, request the amount of the remaining funds in the Account classified as dormant.

The Customer shall undertake to:

- comply with the requirements of the current legislation and the accession agreement;

- pay the Bank's fees in accordance with the tariffs;

- notify the Bank within 5 (five) business days:

- of changes to the details of identity document by submitting original documents confirming such changes to the Bank;

- of changes to residential address, telephone numbers, fax numbers, as well as other changes relevant to fulfillment of the terms of the accession agreement, which are or may be relevant to the Bank in connection with the existence of the Account, by applying to the Bank;

- immediately and in full return to the Bank the funds erroneously credited to the Account;

- in the event that it is established that the funds are credited to the Account in error, notify the Bank thereof within 5 (five) business days from the date of receipt of the Account statement containing information about erroneous payment/transfer;

- on Accounts opened in national and/or foreign currency, not to perform debit/credit operations related to their individual entrepreneurial activity. For failure to fulfill this obligation, as well as for violation of the requirements of the legislation governing the registration and tax registration of individuals engaged in individual entrepreneurial activity without formation of a legal entity, the Customer shall bear the liability provided for by the current legislation;

- to certify and guarantee to the Bank that all operations performed thereby on the foreign currency Account are not related to the conduct of entrepreneurial activity or payment of contracts and agreements between legal entities as a third party, assuming responsibility for the accuracy of this statement;

- not use the Account for any illegal purposes, including the payment for goods, works, and/or services prohibited by the current legislation;

- provide information upon conclusion of the accession agreement regarding the Customer's status as a related party of the Bank;

- express its unconditional and irrevocable consent for the Bank to withdraw all amounts of indebtedness under the accession agreement, including amounts of penalties, expenses and costs, as well as amounts erroneously credited to the Account, from all of the Customer's bank accounts opened with the Bank, by means of their direct debiting, as well as by issuing payment demands to the Customer's accounts opened with other banks;

- upon replacement of persons authorized to manage the Account on the basis of a power of attorney, or early termination of their authority, immediately notify the Bank thereof in written and provide original documents confirming such changes. Otherwise, the Bank shall not be liable for the actions of persons authorized to manage the Account on the basis of a power of attorney;

- give the Bank instructions to perform operations on the Account that do not contradict the current legislation, upon presentation of properly executed documents in accordance with the current legislation and accession agreement;

- submit documents confirming validity of a payment in both national and foreign currency in

accordance with the current legislation;

provide the Bank with information, explanations, or documents in the required volume and within the timeframe specified by the Bank, upon request of a foreign correspondent bank involved in conducting the operations of the Customer in foreign currency;

in the event of a request from the Bank to provide information, explanations, or documents that the Bank does not possess, but which must be provided to a foreign correspondent bank to complete foreign currency operations, provide the Bank with such information, explanations, or documents in the required volume and within the timeframe specified by the Bank;

if there is loan indebtedness to the Bank – notify the Bank of opening of bank accounts with other banks within 5 (five) business days from the date of opening thereof;

The Customer shall immediately check all information received from the Bank, including information specified in notifications. Furthermore, the Customer shall verify the correctness of the Bank's execution of the Customer's instructions. If the Customer discovers any inaccuracies, incorrect and/or incomplete execution, or presence of unauthorized operations, it shall immediately notify the Bank orally by telephone, and subsequently in written.

maintain constant communication with the Bank.

The Bank shall be entitled to:

independently decide whether to open or refuse to open the Account;

make changes to the list of documents required for opening/maintaining/closing the Account without any additional consent from the Customer, should this be required by the applicable law and/or the Bank's internal policies, standards, and procedures;

debit funds from the Account required to pay the Customer's debt to the Bank, including all fees to which the Bank is entitled, including in cases where this is necessary for the Bank to perform corrective entries on the Account;

unilaterally, without prior agreement with the Customer, make changes provided that the Customer is notified:

make changes to the accession agreement and tariffs;

make changes to other terms of banking services not defined by the accession agreement;

withdraw from the Account and/or from any of the Customer's bank accounts opened with the Bank, by means of their direct debiting:

funds erroneously credited to the Account;

Customer's debt for payment of the Bank's services, fees for maintenance of the Account (if any);

other types of the Customer's debt to the Bank;

execution of payment demands, collection orders, etc.;

perform conversion of funds received by the Bank in a currency other than the currency of the Account, at the exchange rate applicable at the Bank on the date of operations; without additional acceptance by the Customer;

block the Account (suspend debit operations on the Account) with the right to foreclose on the funds in the Account by means of direct debiting for the purpose of satisfying its claims in the event of a breach of the terms of the accession agreement, as well as:

in the event of the Bank's receipt of decisions/orders from authorized state bodies and/or officials to suspend debit operations on the Account, freeze funds on the Account, as well as instructions from the third parties entitled to non-acceptance withdrawal of funds in accordance with the legislation of the Republic of Kazakhstan;

if the Customer has any debt under any obligations to the Bank;

in the event of funds being erroneously credited to the Account;

in other cases provided for by accession agreement and/or the legislation of the Republic of Kazakhstan;

require the provision of information upon conclusion of the accession agreement regarding the Customer's status as a related party of the Bank;

prohibit the execution of debit operations on the Account in the event of their non-compliance with the requirements of the current legislation and the Bank's internal rules;

request additional information and documents from the Customer regarding the operations being

conducted in order to verify compliance with the requirements of the current legislation, as well as in the event of a request from the Bank to provide information, explanations, or documents that the Bank does not possess, but which must be provided to a foreign correspondent bank to complete the foreign exchange operations;

assign the status of a dormant account regardless of remaining balance, if during the period provided by the current legislation from the date of the last operations on the Account performed by the Customer or its legal representatives, no debit operation was performed by the Customer or its legal representatives or by the Bank on the Customer's instructions. Starting from a month following the date when the status of a dormant account is assigned to the Account, if there is a remaining balance of funds in the Account, the Bank shall be entitled to, and the Customer unconditionally agrees thereto, perform direct debiting from the Account of commission fees due to the Bank for maintenance of a dormant account in accordance with the Bank's current tariffs, as well as debiting amounts of debts established by the current legislation and the accession agreement. The Customer shall be entitled to request the amount of remaining funds in the dormant account;

refuse to execute the Customer's instruction if such instruction and the documents provided therewith contradict the requirements of the current legislation;

refuse to execute the Customer's instruction in the event that the Customer fails to maintain the amount of money in the Account necessary to carry out the money transfer, including the amount of the commission fee due to the Bank;

transfer information regarding the terms of the accession agreement, the Customer's IIN number, as well as information on the opened Account number constituting the Customer's banking secrecy, which are necessary for crediting of salary in the event that the Customer receives salary through the Account, to which the Customer provides its unconditional and irrevocable consent. In this regard, the Customer shall warrant that the written consent provided to the Bank for disclosure of information constituting banking secrecy is provided to the Bank by signing an application, which is an integral part of the accession agreement, at the time of its personal presence at the Bank, in the manner established by the legislative acts of the Republic of Kazakhstan;

The Bank shall be entitled to transfer to Non-Profit "State Corporation "Government for Citizens" Joint-Stock Company represented by the Directorate "State Pension Payment Center" – a branch of the Non-Profit "State Corporation "Government for Citizens" Joint-Stock Company and to "Unified Accumulative Pension Fund" Joint-Stock Company the minimum required personal data of the customer, information constituting the customer's banking secrecy (full name, date of birth, IIN number, information on opened account/special account number for pensions and allowance, as well as information on the latest expenditure operations indicating the date), required for fulfillment of the terms of agreements, concluded by the Bank with the specified joint-stock companies. For this purpose, the Customer shall provide its unconditional and irrevocable consent to the Bank for transfer of such information by the Bank to the specified third parties. The Customer shall provide such consent to the Bank in written by signing, at the time of its personal presence at the Bank, the application for opening a current account to the accession agreement, which is an integral part of the accession agreement";

with the written consent of the Customer, transfer information about the Customer, as well as information (including information constituting banking and other commercial secrets) on the balance and/or flow of funds in the Customer's special current account opened for crediting of housing payments from the republican budget, to the special state bodies of the Republic of Kazakhstan that transfer housing payments to the special account for housing payments.

The Bank shall undertake to:

ensure the maintenance of the Account in accordance with the current legislation, accession agreement and the Bank's internal rules;

credit funds received in favor of the Customer to the Account within the timeframes established by the current legislation;

notify the Customer of all changes to the accession agreement and tariffs at least 10 (ten) business days prior to the date of their entry into force;

guarantee the confidentiality of the Customer's operations. Without the written consent of the Customer, certificates related to the Account and operations thereunder shall be provided by the Bank

to the parties only in the manner and in cases expressly provided for by the current legislation and the accession agreement, on the basis of relevant documents;

in the event, that the Bank detects any errors/inaccuracies arising during performance of operations on the Account and/or existing in the information provided to the Customer, including in notifications, the Bank shall be obliged to correct such errors/inaccuracies. At the same time, except for cases expressly provided for by the current legislation, the Bank shall not be liable for losses incurred by the Customer in connection with correction of detected errors/inaccuracies. The Bank shall also shall be entitled to adjust settlements by crediting/debiting the Account without the Customer's consent.

§ 3. Allowance special account

88. The Bank shall open the Allowance special accounts for individuals – residents of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan.

89. The Bank shall open the Allowance special account on the basis of an application for opening a current account in the form established by the Bank, in which the Customer specifies the purpose of opening the account: for allowance from the state budget and (or) social payments from the State Social Insurance Fund. The Customer shall join the Accession agreement by placing its signature on the application for opening a current account. The Bank's acceptance of the Customer's application for opening a current account shall mean the accession of the Customer to the Accession agreement.

90. Opening of the allowance special account shall be made in KZT.

91. Opening of the allowance special account may be made with a zero balance.

92. At the Customer's request, the Bank shall change the account type of a current account to the allowance special account. The change of account type shall be made on the basis of an Application for changing the account type to the allowance special account in the form established by the Bank. In this case, the change of account type is permitted only for a current account in KZT and if the current account is not involved in settlements under the Customer's deposit and (or) credit agreements.

93. When opening the allowance special account under accession agreement, the Bank shall assume the obligations to receive funds arriving in favor of the Customer only in the form of allowance from the state budget and (or) social payments from the State Social Insurance Fund. In the event of receipt of funds from other sources, the payment document shall be returned to its initiator with a refusal of acceptance in accordance with clause 22-2 of the Rules for Use of Payment Documents and Implementation of Non-Cash Payments and Money Transfers on the Territory of the Republic of Kazakhstan, approved by Resolution of the Management Board of the National Bank of the Republic of Kazakhstan No.179 dated 25 April 2000.

94. Opening of the allowance special account for a minor resident aged fourteen to eighteen (without parental consent) shall be made provided that such person possesses a passport or an identity card of a citizen of the Republic of Kazakhstan.

95. A specific operating mode applies to the allowance special account:

cash contribution by the Customer and (or) third parties into the Allowance special account are prohibited;

non-cash contribution into the Allowance special account shall be made in accordance with clause 53-6 of these Rules;

non-cash transfers from the allowance special account are prohibited, with the exception of transfers to the Customer's own current account/current account in the card base;

foreclosure on the Allowance special account for the Customer's loans obtained from the Bank and loans issued by other second-tier banks is not possible;

Allowance special account cannot be used for settlements under deposit and loan agreements;

the Bank does not provide the Customer with "Internet Banking for Individuals" self-service system for the Allowance special account;

no operations for conversion of KZT into another currency are made on the allowance special account;

from the allowance special account all commission fees provided for by the Bank's tariffs may be withheld, with the exception of commissions and fees for services related to provision of a loan.

96. Debit operations on the allowance special account may be made by the third parties only on the basis of a notarized power of attorney issued on behalf of the Customer, as well as by the Customer's legal representatives, guardians, and trustees, in the manner prescribed by the current legislation.

97. The Bank shall not accrue interest on the balance of funds in the allowance special account.

§ 4. Special account for housing/rotational payments

98. When opening a special account for housing payments under the Agreement on housing payments/for rotational payments under the Agreement on rotational payments and under the Accession agreement of individual's current account, the Bank shall assume the obligations to receive funds arriving in favor of the Customer only in the form of housing/rotational payments from special state bodies of the Republic of Kazakhstan that transfer housing payments to the special account for housing payments and rotational payments to the special account for rotational payments.

99. The Bank shall perform the following operations on the special account for housing payments:

1) crediting housing payments in tenge to the special account for housing payments received from the account of a special state body of the Republic of Kazakhstan opened with a territorial subdivision of the Treasury of the Ministry of Finance of the Republic of Kazakhstan;

2) non-cash transfers of funds from the special account for housing payments for the following purposes:

- acquisition of housing into ownership, including with the use of a mortgage housing loan, as well as its repayment;
- replenishment of savings in the form of housing construction savings;
- payment of housing rent;
- transfer of unused housing payment amounts to a special current account of an individual for crediting of housing payments opened with another second-tier bank, subject to the consent of the special state body of the Republic of Kazakhstan transferring housing payments to the special account for housing payments, and the Bank, as well as a corresponding supplementary agreement to the Agreement on housing payments;

3) return of erroneously transferred housing payments from the special account for housing payments. In the event of insufficient funds on the special account for housing payments, in order to effect the return by the Bank, the Customer shall restore the unlawfully or excessively transferred housing payments to the cash desk of the special state body of the Republic of Kazakhstan for subsequent restoration to the budget account of the special state body of the Republic of Kazakhstan.

The Bank shall perform the following operations on the special account for rotation payments:

1) crediting rotational payments in tenge to the special account for rotational payments received from the account of a special state body of the Republic of Kazakhstan opened with a territorial subdivision of the Treasury of the Ministry of Finance of the Republic of Kazakhstan;

2) non-cash transfers of funds from the special account for rotational payments shall be made only for the purpose of renting housing in the civil service by a civil servant rotated to another locality.

100. Given the requirements for targeted use of housing and rotational payments, the following operations on the special account for housing and rotational payments are prohibited:

cash deposits by the Customer and (or) third parties into the special account for housing and rotational payments;

withdrawal of cash from the special account for housing and rotational payments;

withdrawal by the Bank of commission fee amounts for operations performed on the special account for housing and rotational payments from the housing/rotational payments, credited to the special account for housing/rotational payments;

non-cash transfers from the special account for housing and rotational payments for other purposes not specified in subclause 2) of clause 53.2 of these Rules.

101. A specific operating mode applies to the special account for housing and rotational payments:

housing and rotational payments, held in the special account for housing/rotational payments,

are not subject to seizure to the budget and cannot be the subject of a pledge or other encumbrance on obligations of the Customer or other persons, with the exception of agreements on provision of Customer's personal housing needs, in accordance with subclause 2) of clause 53-2 of these Rules;

the special account for housing and rotational payments cannot be used for settlements under deposit agreements, for the purpose of depositing or withdrawing funds from a deposit;

the Bank provides the Customer with "Internet Banking for Individuals" self-service system and other self-service systems for the special account for housing/rotational payments after technical implementation.

102. Debit operations on the special account for housing/rotational payments may be made by the third parties only on the basis of a notarized power of attorney, issued on behalf of the Customer, as well as by the Customer's legal representatives (including guardians and trustees), in the manner prescribed by the current legislation of the Republic of Kazakhstan.

103. All debit operations on the special account for housing/rotational payments shall be performed by the Bank within the limit of amount available on the special account for housing payments.

104. The Bank shall not accrue interest on the balance of funds in the Customer's special account for housing/rotational payments.

105. The Bank shall charge the Customer a commission fee for performing operations on the special account for housing/rotational payments and for services rendered in accordance with the Bank's Tariffs.

106. To reflect operations made on the special account for housing/rotational payments, statements on the special account for housing and rotational payments shall be issued, upon request, to the Customer and/or the special state body of the Republic of Kazakhstan transferring housing/rotational payments to the special account for housing (provided that there is a written Application from the recipient of housing/rotational payments consenting to disclosure of information constituting banking secrecy) in accordance with the Bank's Tariffs. The statement shall sequentially reflect records of all/rotational operations on the special account for housing/operations on the special account for housing/rotational payments.

107. The special account for housing and rotational payments shall be closed:

upon the Customer's application at any time, unless otherwise provided for by the legislation of the Republic of Kazakhstan or the accession agreement;

by the Bank independently due to the absence of funds thereon for a period exceeding stipulated for by the current legislation of the Republic of Kazakhstan or the accession agreement.

§ 5. Term deposit

108. The Bank shall accept term deposits from and for the benefit of residents and non-residents of the Republic of Kazakhstan.

109. When the Customer applies to make a deposit, the Bank, before conclusion of a bank deposit agreement, shall provide the Customer with the following information in oral form on bank deposits:

1) on types of deposits accepted by the Bank;

2) on main conditions of term deposits, which include:

term of the deposit;

currency of the deposit;

minimum deposit/initial contribution amount;

minimum additional contribution amount (if additional contributions are permitted by conditions terms of the deposit);

terms of interest accrual, capitalization, and payment;

conditions of deposit term prolongation;

terms of partial/full or early withdrawal of the deposit;

3) information on interest rates for deposits, including the interest rate in a reliable, annual, effective, and comparable calculation as of the date of the Customer's inquiry;

4) the list of documents required for conclusion of a bank deposit agreement;

amount of guarantee compensation for guaranteed bank deposits established by the legislative

acts of the Republic of Kazakhstan.

110. Any individual, regardless of age, may act as the Customer (depositor), while an individual over the age of 16 may act as a contributor, provided they possess an identity document.

111. Acceptance of a deposit is made only upon appearance of the Customer (depositor or contributor, or a third party – an attorney, acting on the basis of a power of attorney on behalf of the depositor).

Prior to signing the bank deposit agreement, depositor/contributor shall submit to the Bank the documents necessary for conclusion of the bank deposit agreement. The depositor's/contributor's request to the Bank to conclude a bank deposit agreement shall be reviewed within 3 business days from the date of the request. If depositor (contributor) has submitted all necessary documents to the Bank and there are no grounds for refusal to conclude the bank deposit agreement, the decision to conclude the bank deposit agreement shall be made within no more than one operating day. If depositor/contributor is a related party of the Bank, and the Bank has a standard form of bank deposit agreement for related parties of the Bank approved by the Bank's Board of Directors, then the decision to conclude a bank deposit agreement with a depositor/contributor who is a related party of the Bank shall be made within no more than one operating day. If the Bank does not have a standard form bank deposit agreement for related parties of the Bank, or if changes are made to the standard form bank deposit agreement for related parties of the Bank approved by the Bank's Board of Directors, then the decision to conclude a bank deposit agreement with a depositor/contributor who is a related party of the Bank shall be made within no more than 20 operating days.

The decision to conclude a bank deposit agreement, including cases where the bank deposit agreement is concluded with a depositor/contributor who is a related party of the Bank, provided that a standard bank deposit agreement form for related parties approved by the Bank's Board of Directors is used, shall be made by an authorized employee of the Bank's branch. The decision to conclude a bank deposit agreement with a depositor/contributor who is a related party of the Bank, in the absence of a standard bank deposit agreement form for related parties or when changes are made to such form, shall be made by the Bank's Board of Directors.

112. Depositor shall be entitled to make any number of deposits with the Bank under one or more types of deposits, without limitation on the deposit term or maximum total amount of all deposits.

113. Making a deposit is accompanied by conclusion of a corresponding bank deposit agreement.

114. Acceptance of deposits may be made in both national and foreign currency, unless otherwise provided for by the terms of the deposits and/or requirements of the legislation of the Republic of Kazakhstan.

115. A mandatory condition for acceptance of deposits is that the depositor has a current account/Card account in the currency of the deposit being made, or opening of such an account if one does not exist. Credit and debit operations on the deposit are made through the current account/Card account of depositors.

116. The deposit provides for the accrual and payment of interest at the rates established by the authorized body of the Bank. Interest shall be accrued from the day following the date of receipt of funds into the account/partial withdrawal of funds from the account (regardless of whether this day is a weekend and/or a public holiday) until the deposit expiration date (excluding the first day and including the last day) on the actual balance of the deposit. For newly opened deposits, a conventional year equal to 360 days and a conventional month equal to 30 days are adopted for interest calculations, including for deposits previously opened with Kazkommertsbank JSC. For Halyk Bank deposits for which acceptance has ceased, the actual number of days (according to the calendar) is taken into account when calculating interest, while the year is taken as 360 days, unless otherwise provided for by the Bank's internal rules and agreement. The date of acceptance and the date of return of the entire deposit amount in full are counted as one day.

117. In accordance with the legislation of the Republic of Kazakhstan, deposits of individuals are subject to mandatory deposit guaranteeing.

118. For the purpose of making a deposit/initial contribution in non-cash form, a saving account, opened within the framework of an individual savings program, shall be opened with a zero balance.

119. The amounts of the initial and additional contributions, and the amounts of the non-reducible

balance shall be established by the Bank's authorized body.

120. Closure of the saving account is made only at the branch where the deposit was accepted.

121. Closure of the saving account is prohibited if there are outstanding claims against the deposit placed in this saving account, except in cases established by the legislation of the Republic of Kazakhstan.

122. Basic rights of the Bank:

in the event that the depositor—individual—does not claim the deposit amount and capitalized interest from the date of the deposit's expiration, the Bank shall extend the bank deposit agreement for a new term specified in the bank deposit agreement, but no more than three times. In this case, interest for the new term shall be accrued on the total amount of the deposit and unclaimed interest, accrued for the previous deposit term, and the interest rate on the deposit shall be established in accordance with the interest rates for this type of deposit effective at the Bank at the time of the bank deposit agreement's extension. In the event of a change in the interest rate towards increase or decrease upon extension of the agreement, no supplementary agreement to the agreement shall be concluded, the Bank shall notify the depositor of such changes, as well as changes in the Bank's tariffs, by posting this information on information boards in the outlets of the Bank and on the web-site of the Bank at www.halykbank.kz. In addition to the specified methods of obtaining information, the depositor may also review this information by contacting independently the Bank's information service by telephone;

the Bank shall close the saving account opened within the framework of an individual savings program if the deposit amount is not credited to the saving account within ten banking days from the date of signing the bank deposit agreement, provided that depositor selected the condition of making the deposit amount in non-cash form;

the Bank shall unilaterally terminate the acceptance of deposits and further extension of the deposit term and the bank deposit agreement. In the event of termination of the acceptance of deposits and further extension of the bank deposit agreement, the Bank shall transfer the deposit amount to the depositor's current account/card account.

123. Basic obligations of the Bank:

the Bank shall ensure the safety of the deposit;

the Bank shall ensure strict confidentiality of the operations performed on the saving account;

the Bank shall return the deposit and/or pay the interest accrued thereon in the currency of the deposit to the current account/card account in accordance with the timeframes established by the legislation of the Republic of Kazakhstan from the date of receipt of the depositor's application;

in the event of early withdrawal of the deposit at the initiative of the depositor, including the cases after extension of the bank deposit agreement for a new term specified in the bank deposit agreement, the Bank shall return to the depositor the deposit and the interest due to the current account/card account depositor in the amount and manner established by the Bank's internal documents and the bank deposit agreement;

in the event of early termination of bank deposit agreement at the initiative of the Bank, the Bank shall return to the depositor the deposit amount and the remuneration due accrued as of the date of termination of the bank deposit agreement to the current account/card account depositor;

the Bank shall comply with the terms of the bank deposit agreement.

124. Basic rights of the Customer:

the Customer shall receive full information on the status of its saving account;

the Customer shall receive the deposit amount and interest according to the terms of the bank deposit agreement;

the Customer shall entrust the disposal of the deposit and interest to another person in accordance with the requirements of the legislation of the Republic of Kazakhstan;

the Customer shall terminate early bank deposit agreement and demand early withdrawal of the deposit, notifying the Bank within the timeframes established by legislation.

125. Basic obligations of the Customer:

on the date of signing the bank deposit agreement the Customer shall ensure that the deposit amount is available in the current account/card account by depositing cash into the current account/card account or by transferring funds via non-cash payment;

in the event of a change of residence or details of the identity document, the Customer shall notify

the Bank thereof within five banking days from the moment such changes occurred;
the Customer shall comply with the terms of the bank deposit agreement.

126. The Bank and the Customer (depositor) shall be liable for non-performance and (or) improper performance of their obligations under the bank loan agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the bank deposit agreement.

§ 6. Housing saving deposit and housing loans

127. The Bank shall open a housing saving deposit within the framework of the housing construction savings system.

128. The terms and conditions of the deposit shall be approved by the Bank's authorized body and posted on the Bank's official website in the Internet at www.halykbank.kz.

129. The Housing Construction Savings Deposit Agreement, as well as the terms and conditions of individual's bank deposit (including but not limited to the following information: term, interest rate, annual effective interest rate, currency, tariffs, minimum deposit amount, deposit interest rate) are posted on the Bank's website at www.halykbank.kz.

130. The Housing Savings Deposit Agreement is concluded by filling out a bank account opening application in electronic form, signed by electronic digital signature generated by the Bank, or through dynamic customer identification using a one-time OTP password sent via PUSH/SMS. The Bank's acceptance of the application from the Customer shall mean accession of the Customer to the Agreement.

131. The Bank shall accept the housing saving deposit from the Customer in the currency – tenge and shall place it in a deposit on the terms established by the Agreement and the Application, with the right for the Customer to subsequently receive a Housing Loan from the Bank in accordance with the terms of the Agreement.

132. Operations related to the Customer's entrepreneurial activity, notary activity, legal practice, enforcement of executive documents, dispute resolution through mediation, or activity as a self-employed person are not permitted on the deposit.

133. The interest rate on the deposit and the interest rate on the loan, the Contract amount, and the minimum savings amount are reflected in the Application upon conclusion of the Agreement. In the event that the Depositor changes the Deposit parameters, such changes are reflected in Halyk SuperApp without conclusion of supplementary agreement to amend the Application.

134. The contract amount shall be provided by the Bank to the Customer in the manner and within the timeframes established by the Bank's internal documents, and after compliance with all the conditions listed below:

the Customer has accumulated funds in the Account in an amount not less than the minimum savings amount;

the Customer reaching the minimum value of the estimated indicator, but not earlier than 36 months after conclusion of the Agreement;

providing collateral for the housing loan in accordance with the requirements of the Bank's internal documents;

absence of the third-party encumbrances, including those of state bodies, on the deposit;

confirmation of the Customer's solvency and creditworthiness to repay the housing loan, interim housing loan¹, preliminary housing loan².

135. The Bank shall provide depositors with housing loans, interim housing loans, and preliminary housing loans on the terms of payment, maturity, repayment, and targeted use for activities to improve housing conditions as defined by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

Housing loans, interim housing loans³, preliminary housing loans⁴ may be used only for the Customer's acquisition of Ready-made housing or measures to improve the Customer's housing

¹ If there is a condition for provision of the Interim housing loan.

² If there is a condition for provision of the Preliminary housing loan.

³ If there is a condition for provision of the Interim housing loan.

⁴ If there is a condition for provision of the Preliminary housing loan.

conditions¹, as defined by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

The Bank shall provide the depositor with a housing loan no earlier than three years after the entry into force of the Housing Savings Deposit Agreement, provided that the depositor complies with all the conditions for payment of the contract amount established by the agreements concluded with the depositor and the Bank's internal documents, including:

- 1) compliance of amount of accumulated funds with the obligations assumed under the housing saving deposit agreement;
- 2) provision of the necessary housing loan security by the depositor;
- 3) confirmation of the depositor's solvency to repay the housing loan.

The Bank shall be entitled to provide the depositor with a preliminary housing loan or an interim housing loan on the terms stipulated in separate bank loan agreements, in accordance with the Bank's internal documents and the legislation of the Republic of Kazakhstan.

The relationship between the Bank and the customer regarding the provided bank loan shall be governed by the bank loan agreement.

Other provisions regarding housing loans, interim housing loans, and preliminary housing loans are provided for in Chapter 11 of these Rules.

136. The deposit accumulation period is reflected in the Application. Upon expiration of the Housing deposit accumulation period, the accumulation period shall be deemed extended until the Customer receives a Housing loan or the deposit term expires after the maximum possible number of extensions.

137. Acceptance of a deposit shall be made by the Bank provided that the Customer has a current account or a current account in the card database in tenge with the Bank.

138. The deposit may be made by non-cash method only. Based on the Application and the Agreement, the Bank shall debit the deposit amount from the current account (via direct debit, without obtaining additional consent from the Customer) and credit the debited amount to the deposit.

139. Additional contributions shall be made:

- 1) in cash:
 - by the Customer, as well as by the third parties on their behalf, by contributing cash into the deposit on the basis of a corresponding cash document;
 - by the third parties acting in their own name, by contributing the corresponding amount of cash into the Bank's cash desk for its transfer to the deposit on the basis of a transfer application (without opening a bank account);
- 2) by non-cash method:
 - the Customer, as well as the third parties acting on its behalf, shall ensure the amount of the additional contribution is available in the current account/current account in the Customer's card database, and shall perform a transfer of the corresponding amount of money from the current account/current account in the card database to the deposit on the basis of a corresponding application from the Customer;
 - by the third parties acting in their own name, by transferring the corresponding amount of money from an account to the deposit on the basis of a transfer application.

140. The interest rate shall remain unchanged throughout the entire deposit term specified in the Application. The calculation of interest on the deposit shall be made at the deposit interest rate specified in the Application and shall be made from the day following the day of receipt of funds into the deposit/prolongation until the date of deposit's expiration on the actual balance of the Deposit. The date of receipt and the date of return of full deposit amount shall be counted as one day. For the purpose of calculating interest, a month is conditionally considered to be 30 days, while a year is considered to be 360 days.

141. Interest shall be paid monthly on the deposit opening date. If the interest payment date falls on a weekend or a public holiday, the actual capitalization of interest shall be made on the payment date without postponement. In this case, the amount of monthly capitalized interest increases the deposit

¹ If there are other purposes for obtaining a Loan.

balance.

142. Upon prolongation, the deposit shall be automatically placed for the same term under the terms of the Agreement, with interest accrued at the rate specified in the Application.

143. Basic rights of the Customer:

- the Customer shall receive full information on the status of the deposit;
- the Customer shall make additional contributions to the deposit;
- the Customer shall close the deposit upon an Application for deposit closure, provided that there are no outstanding claims against the deposit and/or no Preliminary Housing Loan / Interim Housing Loan has been issued, as well as in accordance with the requirements of the legislation of the Republic of Kazakhstan, by notifying the Bank within the timeframes specified by the legislation;
- the Customer shall change the Contract Amount in the manner provided for by the Agreement;
- upon accumulating the minimum amount of savings under the Agreement and reaching the required value of the assessment indicator, the Customer shall apply to the Bank with an application (loan application) for a Housing loan [Preliminary housing loan] [Interim housing loan] on the terms established by the Agreement and the bank loan agreement;
- the Customer shall apply to the Bank with an application (loan application) for an Interim housing loan and/or a Preliminary housing loan. The Bank's requirements and the terms of the Interim housing loan and Preliminary housing loan are established by the Bank's internal documents. In this regard, provision of Interim housing and/or Preliminary housing loans is not an obligation of the Bank, and the Bank shall be entitled to refuse to issue Interim housing and/or Preliminary housing loans on any grounds, including due to a lack of available funds.

144. Basic obligations of the Customer:

- on the date of signing the Agreement, the Customer shall ensure the deposit amount is available in the current account/current account in the card database by depositing cash into the current account/current account in the card database or by transferring non-cash funds;
- in the event of a change of residence or details of identity document, the Customer shall notify the Bank thereof within five banking days from the moment such changes occurred;
- the Customer shall comply with the terms of bank deposit agreement.

145. The Bank and the Customer (depositor) shall be liable for non-performance and (or) improper performance of their obligations under the bank loan agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the bank deposit agreement.

146. Basic rights of the Bank:

in the event that the depositor—an individual—does not claim the deposit amount and capitalized interest from the date of the deposit's expiration, the Bank shall extend the bank deposit agreement for a new term specified in the Agreement, but no more than ten times. In this case, the interest accrued during the new term shall be calculated on the total amount of the deposit and the unclaimed interest accrued for the previous deposit term, and the interest rate on the deposit shall be established in accordance with the interest rates for this type of deposit effective at the Bank at the time of extension of the bank deposit agreement. In the event of a change in the interest rate towards increase or decrease, upon extension of the agreement, no supplementary agreement to the agreement shall be concluded; the Bank shall notify the depositor of such changes, as well as changes in the Bank's tariffs, by posting this information on information boards in the outlets of the Bank and on the Bank's website at www.halykbank.kz. In addition to the specified methods of obtaining information, the depositor may also review this information by contacting independently the Bank's information service by telephone;

the Bank shall refuse to provide an Interim housing loan or a Preliminary housing loan.

147. Basic obligations of the Bank:

- the Bank shall ensure the safety of the deposit;
- the Bank shall ensure strict confidentiality of the operations performed on the saving account;
- the Bank shall return the deposit and/or pay the interest accrued thereon in the currency of the deposit to the current account/current account in the card database in accordance with the timeframes stipulated by legislation from the date of receipt of the depositor's application;

in the event of early withdrawal of the deposit at the initiative of depositor, including the cases after extension of Agreement for a new term specified in Agreement, the Bank shall return to the depositor the deposit and the due interest to the current account/current account in the card database of

depositor in the amount and manner established by the Bank's internal documents and the Agreement;
 in the event of early termination of the Agreement at the initiative of the Bank, the Bank shall return to the depositor the deposit amount and the due interest accrued as of the date of termination of the Agreement to the current account/current account in the card database of the depositor;
 the Bank shall comply with the terms of the agreement.

§ 7. Current accounts accessed via payment card

148. An individual's current account accessed via payment card (the "individual's card account") is a bank account opened by the Bank for the Customer on the basis of an Payment Card Issuance and Maintenance Agreement (the "Issuance Agreement") for performance of operations related to:

- ensuring the availability of the Customer's funds;
- accepting (crediting) funds in favor of the Customer;
- accepting cash from the Customer;
- issuing cash to the Customer using payment cards;
- making payments by the Customer in favor of the third parties using payment cards;
- executing instructions of the third parties to withdraw the Customer's funds on the grounds provided for by the legislative acts of the Republic of Kazakhstan and/or the Issuance Agreement;
- payment of interest in the amount and manner determined by the Issuance Agreement;
- providing, upon the Customer's request, information on the amount of the Customer's funds in the individual's card account and the operations performed in the manner provided for by the Issuance Agreement.

The Customer shall join the Issuance Agreement by signing the application form for issuance of a payment card.

Issuance of cards with opening of an individual's card account shall be made only for individuals who have reached 14 (fourteen) years of age, and via Internet banking – those who have reached 16 (sixteen) years of age. There is no age limit for holders of supplementary cards.

Child cards shall be issued upon the application of a parent for a child aged 6 to 18 years. When issuing child cards, an individual's card account shall be opened in the parent's name, and the payment card shall be issued in the child's name.

The opening of an individual's card account and issuance/reissuance of debit payment cards for foreigners and stateless persons who do not have a residence permit shall be made only upon personal application and only at an outlet of the Bank. Issuance of cards for self-employed non-resident Customers is prohibited.

149. A payment card is a method of accessing funds via electronic terminals or other communication channels, containing information that allows the holder of such a card to make payments, withdraw cash, perform currency exchange, and other operations defined by the Bank as the issuer of the payment card and on its terms.

The card is valid until the end of a month and a year indicated thereon. The maximum validity period of the card is 10 years. Validity period of payment cards issued to the Customers who are non-residents of the Republic of Kazakhstan shall not exceed 12 (twelve) calendar months.

Number of cards issued to a single Customer is limited. The Bank has established the following limits for issued/issuable payment cards per Customer:

- 1) for allowance special accounts – no more than 2 (two) active cards;
- 2) for debit payment cards, excluding cards for Allowance special accounts – no more than 5 (five) active cards;
- 3) for Self-Employed cards – no more than 2 (two) active cards;
- 4) total number of cards issued over the last 12 months – no more than 10 (tens).

The number of cards issued to a single Customer who is a non-resident of the Republic of Kazakhstan is no more than 1 (one). At the same time, the Bank does not issue cards for Self-employed Customers who are non-residents.

If these limits are exceeded, the issuance of a new card is not possible.

At the Customer's request and on the basis of its application, the Bank may issue an additional card for an individual's card account in the name of a person specified by the Customer in the application. Such a person shall be the holder of the additional card. The number of additional cards issued to a single

Customer is limited to no more than 3 (three). Issuance of an additional payment card for the third parties for the Self-employed is not performed.

The Customer shall independently select a card product from among the card products offered by the Bank. The payment card is issued in accordance with the terms and conditions of the card product selected by the Customer.

The maximum period for considering the Customer's application to the Bank for issuance of a payment card and opening of an individual's card account may not exceed 60 calendar days from the date of the Customer's application to the Bank. The specified period shall include the time for consulting the Customer, performing actions to receive the application and other necessary documents from the Customer, verifying documents, approving the application, issuing the card, the Bank's Board of Directors making a decision to enter into a transaction with a related party of the Bank (if the Customer is a related party of the Bank), and delivering the card to the branch where the Customer applied for issuance of the payment card and opening of the individual's card account. The specified maximum period does not mean that the specified number of days is used for issuance of a payment card and opening of an individual's card account. The issuance of the card and the opening of the individual's card account shall be made if there are no grounds for refusing to perform operations.

150. Payment cards may be issued in the national currency tenge or as multi-currency cards.

When a card is issued in the national currency tenge, the individual's card account shall be opened and maintained in tenge. When a multi-currency card is issued, depending on the card product selected by the Customer, the Bank shall open 3 or 5 card accounts in the Customer's name in the currencies specified in the payment card issuance application form (tenge, US dollar, euro, Russian ruble, British pound sterling, Chinese yuan, UAE dirham), whereby the opening of a card account in tenge is mandatory.

The Bank shall specify the number of the card account(s) opened in the Customer's name in the Notification of the opened 20-digit current account in the card database, which is provided to the Customer upon request when applying to the Bank.

Provision of payment card maintenance services to the Customer shall be made in accordance with the terms of the Agreement on issuance and the rules for using the payment card. The rules for using the payment card shall be provided to the Customer and shall contain provisions on conditions for storing the card, the code word, and the PIN code, using the card when performing operations, blocking the card, detaining/seizing the card, suspending or terminating the use of the card, replacing the card, settling disputes, and introduction of restrictions on card operations by the Customer.

151. Payments using a payment card shall be made within the amount of funds on the individual's card account. Spending funds in excess of the amount on the card account (the "overdraft") is not permitted. In the event of an overdraft, the Customer is obliged to immediately repay the amount of the permitted Overdraft and pay the Bank a penalty for the permitted overdraft in the amount of 10 % (ten percent) per annum of the debt amount, accrued from the 8th calendar day from the moment the overdraft occurred until the date of its full repayment.

152. Procedure for converting the currency of card operations into the currency of the card account:

if the currency of the funds arriving in the card account differs from the currency of the card account, the Bank shall convert the arriving funds at the current non-cash purchase/sale exchange rate established by the Bank at the time the payment document is received;

when conducting debit card operations on a card account in a currency other than the currency of the card account, the Bank shall convert the withdrawn amount into the currency of the card operations at the current non-cash purchase/sale exchange rate established by the Bank at the time the payment document is received.

The non-cash purchase/sale exchange rate is established by the Bank daily and posted on the Bank's website at www.halykbank.kz.

153. The Customer shall be entitled to withdraw from the Issuance Agreement provided that there are no outstanding obligations under the Issuance Agreement. The Issuance Agreement shall terminate upon full completion of mutual settlements between the parties. The termination and expiration of the agreement shall be the grounds for closing the card account and the payment card.

154. Basic rights of the Bank:

- the Bank shall establish tariffs for payment card maintenance, as well as the terms of payment by the Customer for maintenance of the individual's card account and payment card;
 - the Bank shall establish tariffs for maintenance of debit packages;
 - the Bank shall establish the list of documents required for issuance of a payment card;
 - the Bank shall establish the design of the payment card;
 - the Bank shall establish the terms regarding the number of payment cards, including supplementary cards, that a single person may use;
 - the Bank shall establish independently restrictions on operations (type, amount, country) carried out using a payment card;
 - the Bank shall develop card products;
 - the Bank shall establish the list of documents required for opening of an individual's card account;
 - the Bank shall block the payment card in cases provided for by the Issuance Agreement, including in the event of its loss by the Customer or its theft from the Customer;
 - the Bank shall refuse to open an individual's card account if the Customer fails to submit the required documents to the Bank and/or fails to pay the card maintenance fee;
 - the Bank shall require the Customer to comply with the terms of the Issuance Agreement and the rules for using the payment card;
 - the Bank shall establish the content of the rules for using the payment card;
 - the Bank shall use data on operations on machine-readable media as evidence when resolving disputes, including those with the Customer;
 - the Bank shall determine the conditions for assigning and canceling the dormant account status for a card account, regardless of the balance amount, if during the period provided by the legislation of the Republic of Kazakhstan from the date of the last debit operations, the Customer has not performed any debit operations;
 - the Bank shall determine the conditions for withholding the fee due to the Bank for the maintenance of a dormant account, in accordance with the Bank's Tariffs.
155. Basic obligations of the Bank:
- the Bank shall open an individual's card account for the Customer and issue a payment card;
 - the Bank shall maintain an individual's card account in accordance with the requirements of the legislation and the terms of the Issuance Agreement;
 - when issuing a payment card to the Customer, the Bank shall familiarize the Customer with the rules for using the payment card;
 - the Bank shall maintain records of issued cards;
 - the Bank shall notify the Customer of changes in tariffs (in accordance with the terms of the Issuance Agreement);
 - the Bank shall notify the Customer of blocking of the payment card if the blocking is made at the Bank's initiative (in accordance with the terms of the Issuance Agreement).
156. Basic rights of the Customer:
- the Customer shall perform operations on the individual's card account in accordance with the legislation and the terms of the Issuance Agreement;
 - the Customer shall withdraw cash from individual's card account;
 - the Customer shall obtain statements for individual's card account;
 - the Customer shall contact the Bank with oral and/or written request to block/unblock the payment card;
 - the Customer shall set restrictions on specific types of card operations and maximum amount available for the payment card;
 - the Customer shall initiate the extension of validity period of the Issuance Agreement, and the closure of individual's card account;
 - for the card – the Customer shall dispute no more than 5 (five) operations performed on the Internet and specified in the statement, no later than 40 (forty) calendar days from the date of the operations on the individual's card account (if a written claim regarding the operations listed in the statement is not submitted to the Bank within the specified period, the latter shall be deemed confirmed and shall not be subject to further appeal). Claims for operations exceeding the specified limit are

accepted by the Bank for consideration only provided that the card is replaced due to its loss/theft;

the Customer shall use the services of mobile application "Halyk" on the terms provided for by the Terms and Conditions of the Agreement;

the Customer shall refuse from "Internet Banking" system services.

157. Basic obligations of the Customer:

the Customer shall perform operations on the individual's card account in accordance with the legislation and the terms of the agreement, and shall not use the individual's card account for illegal purposes;

the Customer shall use the payment card in accordance with the terms of the Issuance Agreement and the rules for using the payment card;

the Customer shall contact the Bank with an oral and/or written request to block/unblock the payment card in the cases and manner provided for by the Issuance Agreement and the rules for using the payment card;

the Customer shall pay for the Bank's services on a timely manner and in full;

the Customer shall settle in full for operations performed using the payment card;

when performing foreign currency operations using an individual's card account, the Customer shall submit to the Bank the documents stipulated by the legislation of the Republic of Kazakhstan and the Bank's requirements;

the Customer shall return to the Bank funds erroneously received (credited) to an individual's card account;

the Customer shall take reasonable measures to maintain the confidentiality of the card details and the CVV2 code, and not disclose/transfer the 3D Secure/SecureCode Password or the CVV2 code to other persons;

the Customer shall reimburse the Bank for expenses incurred in preventing the illegal use of the card in the amount of actual expenses incurred by the Bank, supported by documentation;

the Customer shall stop using the card and follow the Bank's instructions (including returning the card to the Bank within 3 (three) banking days from the date of receipt of a corresponding notification) in cases of discovery of unauthorized access by the third parties to the individual's card account and other cases provided for by the Issuance Agreement and the payment card user rules;

on the special account in the card database for allowance, the Customer shall not perform operations, related to its individual entrepreneurial activity. For failure to fulfill this obligation, as well as for violation of the requirements of the legislation governing the registration and tax registration of individuals engaged in individual entrepreneurial activity without the formation of a legal entity, the Customer shall bear the liability provided for by the current legislation;

the Customer shall comply with the Bank's requirements presented in connection with provision of access to perform operations in Internet Banking system;

the Customer shall pay the fee for performing operations in Internet Banking system according to the Bank's current tariffs;

the Customer shall not disclose/transfer to other persons information about its own authorization parameters (username, password, including additional forms of Customer identification available in Halyk mobile application and/or in Partner's Mobile application via Halyk Widget SDK), Token device, one-time password provided via SMS message, or password generated by Token device. In this regard, the Customer shall independently bear all expenses and losses that may arise in connection herewith and shall not be entitled to demand reimbursement from the Bank;

the Customer shall immediately inform the Bank upon discovery of unauthorized access or suspicions of unauthorized access to the Customer's bank accounts via "Halyk" mobile application of the system, for the purpose of blocking access to perform operations via mobile "Halyk" application;

the Customer shall use mobile application "Halyk" in full accordance with the user manual;

the Customer shall comply with security rules and follow the rules for using "Halyk" mobile application.

158. Liability of the Bank and the Customer:

The Bank shall be liable for non-performance or improper performance of the Issuance Agreement (in accordance with the terms of the Issuance Agreement), including untimely issuance of the payment card;

The Bank shall be liable for erroneously performed operation on individual's card account;

The Customer shall be liable for non-performance or improper performance of the Issuance Agreement, including untimely and/or incomplete payment of interest for the Bank's services (in accordance with the terms of the Issuance Agreement);

The Customer shall be liable for failure to comply with the requirements of the rules for using the payment card.

§ 8. Special account in the card database for allowance/account for receiving alimony

159. For crediting of allowance and social payments paid from the state budget and/or the State Social Insurance Fund, upon the Customer's request, the Bank shall open the Allowance special account in accordance with the current legislation of the Republic of Kazakhstan.

For crediting of alimony (money for maintenance of minor and disabled adult children), upon the Customer's request, the Bank shall open an account for receiving alimony in accordance with the current legislation of the Republic of Kazakhstan.

160. Opening of a special account in the card database for allowance and account for alimony shall be made in tenge.

161. The Bank shall open a special account in the card database for allowance and/or an account for alimony on the basis of an application for issuance of a payment card, in which the Customer specifies the corresponding purpose for opening the account. The Customer shall join the accession agreement by placing its signature on the application for issuance of a payment card. The Bank's acceptance of the Customer's application for issuance of a payment card shall mean the accession of the Customer to the accession agreement.

162. The Bank shall charge the Customer a fee for performing operations on a special account in the card database for allowance/account for alimony and for the services provided in accordance with the Bank's tariffs.

163. Maintenance of a special account in the card database for allowance. The Bank shall perform the following operations on the special account in the card database for allowance and provide banking services related to its maintenance:

the Bank shall execute the Customer's instructions for payment from the Allowance Special Account for goods and/or works and/or services and/or for transfer from the Allowance Special Account of funds. Replenishment of the Allowance Special Account in cash shall be prohibited;

the Bank shall credit to the Allowance Special Account only allowances paid from the state budget and (or) social payments from the State Social Insurance Fund. Funds transferred by the Customer from other bank accounts opened with the Bank and other banks, as well as funds transferred by the third parties in favor of the Customer that are not allowances paid from the state budget and (or) social payments from the State Social Insurance Fund to the Allowance Special Account, shall not be credited by the Bank and shall be returned to the sender with a refusal;

Debit operations on the Allowance Special Account may be made by the third parties only on the basis of a notarized power of attorney issued on behalf of the Customer, as well as by the Customer's legal representatives in the manner prescribed by the current legislation.

All other operations not described in this clause shall be prohibited.

§ 9. Mandatory deposit insurance

164. The mandatory deposit insurance system in the Republic of Kazakhstan is a set of organizational and legal measures provided for by the law, aimed at protecting the rights and legitimate interests of depositors of participating banks (namely, individuals, including individual entrepreneurs, private notaries, private bailiffs, lawyers, and professional mediators who have entered into a bank account and (or) bank deposit agreement with a participating bank, in whose favor deposits have been made) in the event that a participating bank is deprived of its banking license to carry out all types of operations.

Since 16 February 2000, the Bank has been a participating bank in the mandatory deposit

insurance system.

165. In the event that a participating bank is deprived of its banking license to carry out all types of operations, the depositors' money held in such a bank shall be reimbursed by a special organization using funds accumulated by the special organization from participating banks.

A special organization that provides mandatory deposit insurance was established in the Republic of Kazakhstan, which is a non-profit organization in the organizational and legal form of a joint-stock company.

166. The objects of mandatory deposit insurance are the obligations of a participating bank to return to depositors in the event that it is deprived of its banking license to carry out all types of operations, the deposits in national and foreign currencies, held in bank accounts and certified by agreements of a bank account and (or) a bank deposit, and the interest on such deposits accrued as of the date the participating bank is deprived of its banking license to carry out all types of operations.

167. In the event that a participating bank is deprived of its banking license to carry out all types of operations, the organization providing mandatory deposit insurance shall pay the depositors of guaranteed deposits a guarantee indemnity in accordance with the legislation of the Republic of Kazakhstan.

168. Payment of the guarantee indemnity for guaranteed deposits shall be made in the national currency of the Republic of Kazakhstan. To calculate the guarantee indemnity for deposits in foreign currency, the market exchange rate shall be determined as of the date the participating bank is deprived of its banking license to carry out all types of operations.

169. In the event, that a participating bank, deprived of its banking license to carry out all types of operations, acted as a creditor in relation to a depositor, the amount of the guarantee indemnity shall be determined as of the date the participating bank is deprived of its banking license to carry out all types of operations based on the amount of difference resulting from the offset of the guaranteed deposit amount and the amount of counterclaims of the said participating bank.

Chapter 6. Opening and maintaining correspondent accounts of banks, organizations engaged in certain types of banking operations, as well as financial organizations that are non-residents of the Republic of Kazakhstan

170. A correspondent account is a bank account opened by the Bank for a bank, an organization, engaged in certain types of banking operations, or a financial organization that is a non-resident of the Republic of Kazakhstan, under an agreement on opening and maintenance of a correspondent account, through which banking operations shall be made by the bank, organization engaged in certain types of banking operations, financial organization that is a non-resident of the Republic of Kazakhstan, and its Customers.

An application from a second-tier bank or an organization engaged in certain types of banking operations of the Republic of Kazakhstan to establish correspondent relations, including those from a related party of the Bank, shall be considered no later than one and a half month from the date of submission of the application and provision of a full set of documents by the counterparty. This period shall include the time for counterparty verification, coordination of the terms of the agreement, if such coordination is necessary, and decision by the Bank's Board of Directors to enter into a transaction with a related party of the Bank (if the application was received from a related party of the Bank). The item of establishing correspondent relations shall be considered by the authorized executive of the Bank, and in case of a related party of the Bank, by the Bank's Board of Directors. The decision to conclude a correspondent account agreement and to open a correspondent account under the agreement shall be made by the authorized executive of the Bank, and in case of a related party of the Bank, by the Bank's Board of Directors. The period for making a decision to conclude a correspondent account agreement and to open a correspondent account under the agreement shall be included in the aforementioned one-and-a-half-month period. The period for making a decision on concluding the agreement on correspondent account and opening an account under the correspondent account agreement shall be included in the aforementioned one-and-a-half-month period. When considering an application from a foreign bank, the above maximum periods shall be doubled.

171. A bank, when opening an account for another bank (loro account), an organization engaged in certain types of banking operations, or a financial organization that is a non-resident of the Republic of Kazakhstan (loro account), shall acquire the status of a correspondent. The other bank, organization engaged in certain types of banking operations, or financial organization that is a non-resident of the Republic of Kazakhstan, after opening an account with the Bank (nostro account), shall acquire the status of a respondent.

When maintaining a correspondent account, payments and transfers shall be made upon a written instruction of the respondent, signed by authorized persons and stamped, or upon a tested instruction of the respondent, or via Internet Banking system. After completion of an operating day, the Bank shall send the respondent an account statement within the established timeframe.

172. Basic rights of the Correspondent Bank:

- the Correspondent Bank shall set fees for the services provided to the respondent;
- the Correspondent Bank shall require the respondent to provide documents necessary for opening of a correspondent account;
- the Correspondent Bank shall establish the procedure for making payments and/or money transfers via respondent's correspondent account;
- the Correspondent Bank shall determine the types of payment documents used when making payments and/or money transfers via respondent's correspondent account;
- the Correspondent Bank shall determine the formats of electronic messages when transmitting payment documents electronically;
- the Correspondent Bank shall establish the procedure for providing the respondent with statements on its correspondent account and other forms of monitoring the timeliness of the Bank's fulfillment of its obligations to provide banking services and make payments and/or money transfers via respondent's correspondent account;
- the Correspondent Bank shall decide on accrual of interest on the balance of funds in the respondent's correspondent account (if provided for by the agreement);
- the Correspondent Bank shall establish the procedure for paying commission fee for maintenance of the respondent's correspondent account;
- the Correspondent Bank shall establish operating day for the respondent's service;
- the Correspondent Bank shall unilaterally change tariffs for the services provided, with written notification to the respondent.

173. Basic obligations of the Correspondent Bank:

- the Correspondent Bank shall include in the standard form of the agreement on opening and maintenance of a correspondent account, the terms and conditions of which are established by the legislation of the Republic of Kazakhstan for such agreement;
- the Correspondent Bank shall perform banking operations on the respondent's correspondent account in accordance with the agreement on opening and maintenance procedure of the correspondent account, as well as internal documents on opening and maintenance of correspondent accounts and the legislation of the Republic of Kazakhstan;
- the Correspondent Bank shall timely notify the respondent of revocation (withdrawal) of the license to open and maintain correspondent accounts within the timeframes provided for by the agreement on opening and maintenance procedure of the correspondent account.

174. Basic rights of a bank, organization engaged in certain types of banking operations, financial organization – a non-resident of the Republic of Kazakhstan - respondent:

- they shall perform banking operations on the correspondent account as provided for by the agreement, which do not contradict the legislation of the Republic of Kazakhstan;
- they shall require the Bank to timely fulfill its obligations under the agreement on opening and procedure for maintaining a correspondent account.

175. Basic obligations of a bank, organization engaged in certain types of banking operations, financial organization –non-resident of the Republic of Kazakhstan –respondent:

- they shall provide the Bank with documents necessary for opening of a correspondent account;
- they shall perform operations on its correspondent account operations that do not contradict the legislation of the Republic of Kazakhstan and are in accordance with the agreement on opening and

maintenance procedure of the correspondent account;

they shall timely submit a notification on opening of a correspondent account in the national currency to the National Bank of the Republic of Kazakhstan;

they shall pay for the Bank's services on a timely manner;

they shall monitor the accuracy of reflection of amounts of payments made, beneficiary's details, and timing of payments and/or money transfers;

they shall timely notify the Bank of funds erroneously credited to the correspondent account;

where a payment limit on correspondent accounts has been established by the National Bank of the Republic of Kazakhstan, they shall submit information on the number and volume of payments and money transfers carried out through correspondent accounts at the Bank (in respect of residents) to the National Bank of the Republic of Kazakhstan in the prescribed form;

they shall timely notify the Bank of revocation (withdrawal) of the license to perform banking operations (or to perform transfer operations) within the timeframes provided for by the agreement on opening and maintenance procedure of the correspondent account.

176. Liability of the Correspondent Bank and the respondent:

The Bank shall be liable for improper performance of its obligations to maintain the respondent's correspondent account;

The Bank shall be liable for untimely execution of payments and/or transfers via the correspondent account;

the respondent shall be liable for performing operations on its correspondent account that contradict the legislation of the Republic of Kazakhstan and are not in accordance with the agreement on opening and maintenance procedure of the correspondent account;

the respondent shall be liable for untimely notification of the Bank regarding amounts erroneously received (credited) to the respondent's correspondent account;

the respondent shall be liable for non-performance or improper performance of the obligation to pay for the Bank's services;

The Bank and the respondent shall be liable for failure to timely notify each other of revocation (withdrawal) of a license (the Bank – of the license to open and maintain correspondent accounts, the respondent – of the license to perform banking operations (or to perform transfer operations)).

The Agreement on opening and maintenance procedure of the correspondent account may provide for cases of exemption of the Bank from liability when servicing the correspondent account.

Chapter 7. Opening and maintaining metal accounts of individuals and legal entities, which reflect physical quantity of refined precious metals and precious metal coins owned by such persons

177. The Bank may open unallocated metal accounts denominated in precious metals (gold, silver, platinum, and platinum group metals, hereinafter in this chapter referred to as the metal accounts), within the framework of concluded agreements of an unallocated metal account with individuals and legal entities (except for banks), corporate separate subdivisions (branches and representative offices). A metal account is an account opened by the Bank for the Customer on the basis of an agreement of unallocated metal account for performance of operations, related to:

opening and maintaining metal accounts of the Customers;

purchase and sale of precious metals.

The Customer's metal account reflects the actual quantity of precious metals in troy ounces, owned by the Customer.

178. Documents required to open a metal account, as well as information on the procedure for opening, maintaining, and closing metal accounts, are publicly available to the Bank's Customers and may be provided by the Bank upon the Customer's first request.

The Bank shall be entitled to use the procedure for concluding the agreement both in the form of accession of the Customer to the agreement and in the form of signing of a single document by the Bank and the Customer.

179. Based on a single unallocated metal account agreement, the Customer may be opened only

one account denominated in only one type of precious metal. If the Customer submitted all necessary documents to the Bank for conclusion of the unallocated metal account agreement and there are no grounds for refusing to conclude the unallocated metal account agreement, then the matter of concluding the unallocated metal account agreement shall be considered, and the decision to conclude the unallocated metal account agreement shall be made within no more than one operating day. In this case, when introducing changes to the agreement being concluded with the Customer who is not a related party of the Bank, including at the Customer's suggestion, the matter of concluding the unallocated metal account agreement with changes shall be considered, and the decision to conclude the unallocated metal account agreement shall be made no later than 15 business days after the terms of the unallocated metal account agreement with changes have been agreed upon.

If the Customer is a related party of the Bank, and if the Bank's Board of Directors has not approved a standard form of agreement for such a party, or if changes must be made to the standard form of agreement approved by the Bank's Board of Directors, then the decision to enter into the unallocated metal account agreement with such party shall be made no later than 15 business days from the date the necessary documents for entering into the unallocated metal account agreement are submitted to the Bank. In such case, there must be no grounds for possible refusal to enter into the unallocated metal account agreement. If the Customer is a related party of the Bank, and if the Bank has a standard form approved by the Bank's Board of Directors for entering into an agreement with such a person, then in the absence of a need to make changes to such a form, if the Customer has submitted all necessary documents to the Bank to enter into the unallocated metal account agreement and there are no grounds for a possible refusal to enter into the unallocated metal account agreement, the matter of entering into the unallocated metal account agreement shall be considered, and the decision to enter into the unallocated metal account agreement shall be made within no more than one operating day.

180. To perform operations on a metal account, the Customer must have a bank current account with the Bank. All operations on the metal accounts of the Bank's Customers shall be made only on the basis of the Customers' instructions. Based on a Customer's instruction to purchase precious metal, the amount shall be debited from the Customer's bank account used for performing operations with precious metals. Based on the Customer's instruction to sell precious metal, a debit shall be made from the Customer's metal account. Upon receipt of funds on the Bank's correspondent account for precious metals of the Customer sold by the Bank, this amount shall be credited to the corresponding bank account of the Customer. On the next operating day after the operations are conducted, the Customer shall be provided with a statement of the Customer's metal and bank current accounts and appendices to the statement.

Operations on the metal account shall be made by the Bank only within the limits of the precious metals balance on the metal account.

Upon application of the Customer who is the owner of the metal account, the account may be closed provided that, unless another period is provided for in the agreement, the Customer gives the Bank preliminary notice of at least 10 (ten) business days before closing, subject to the full settlement of mutual obligations between the Bank and the Customer.

181. The rights and obligations of the Bank and the Customer, and the liability of the Bank and the Customer, including those stipulated in these Rules, are detailed in agreements concluded between the Bank and the Customers. Also the cases of exemption from liability for the Bank and the Customer, or limitations of their liability may be specified in agreements.

182. Basic rights of the Bank:

the Bank shall set the list of documents to be provided by the Customer for opening of metal accounts;

the Bank shall independently set prices for precious metals based on the price of precious metals on the interbank market, and tariffs for services;

the Bank shall refuse the Customer the performance of operations with precious metals if there are facts indicating a violation by the Customer of the legislation of the Republic of Kazakhstan;

the Bank shall amend the unallocated metal account agreement, including changing the tariffs for operations with precious metals;

the Bank shall withdraw funds from the Customer's account without the Customer's

acceptance/additional acceptance in cases provided for by the current legislation of the Republic of Kazakhstan;

the Bank shall withdraw, by means of direct debiting of the Customer's bank account opened with the Bank, the fee for services rendered/operations on the metal account, in the manner and within the timeframes established by the agreement and the Bank's internal documents;

the Bank shall withdraw, by means of direct debiting of the Customer's bank account opened with the Bank, the amount of any debt of the Customer to the Bank on the basis of relevant agreements, accords, and other documents providing for the Customer's consent to such withdrawal;

in the event that it is established that funds are erroneously credited to the Customer's bank account with the Bank or precious metals are erroneously credited to the Customer's metal account, for the purpose of correcting such error, the Bank shall perform the withdrawal of said funds from that bank account of the Customer by means of direct debiting of the account, as well as to withdraw said precious metals from that metal account;

the Bank shall refuse the Customer the opening of a metal account in accordance with the Bank's procedures on countering the legalization (laundering) of proceeds obtained by crime, financing of terrorism and financing the proliferation of weapons of mass destruction, and international economic sanctions.

183. Basic rights of the Customer:

the Customer shall receive from the Bank information on flow and balances of funds in metal and bank accounts;

the Customer shall give instructions to the Bank to perform operations on metal accounts in accordance with the terms of service for metal accounts at the Bank;

the Customer shall revoke instructions until their execution by the Bank by giving the Bank corresponding instructions;

the Customer shall receive information from the Bank containing details on the status of metal and bank accounts;

the Customer shall read the Bank's tariffs.

184. Basic obligations of the Bank:

the Bank shall open a metal account for the Customer no later than the next operating day from the date the parties sign the unallocated metal account agreement;

the Bank shall provide a full range of services in accordance with the metal account service terms provided for in the unallocated metal account agreement;

the Bank shall perform operations on the metal and bank accounts of the Customers in the manner and within the timeframes established by the current legislation of the Republic of Kazakhstan and the Bank's internal rules within an operating day;

the Bank shall not disclose information on the Customer's account, except in cases established by the current legislation of the Republic of Kazakhstan;

the Bank shall provide the Customer with information on the status of the metal account and bank account in connection with its use for carrying out operations with precious metals (upon request);

the Bank shall post notifications of changes in tariffs and tariffs for banking services provided to the Customers in the Bank's operating outlets and on the Bank's internet resource at least 10 (ten) business days prior to the date of their entry into force, unless another period is provided for in the agreement and(or) the legislation of the Republic of Kazakhstan.

185. Basic obligations of the Customer:

the Customer shall open a metal account, as well as perform operations on the account, submit documents required by the Bank in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal documents;

the Customer shall notify the Bank within 5 (five) business days and provide properly executed documents regarding changes in payment details, identity document data, address, telephone number, replacement of persons authorized to sign payment documents, as well as other changes significant for fulfillment of the terms and conditions for performing operations on metal accounts, which are or may be significant for the Bank in connection with existence of a metal account, by applying to the Bank;

the Customer shall maintain constant communication with the Bank;

the Customer shall provide the Bank with consent to withdraw all debt amounts under the unallocated metal account agreement from all of the Customer's accounts opened with the Bank by means of direct debiting;

the Customer shall pay for the Bank's services on a timely manner and in full and reimburse the Bank's expenses related to maintenance of the metal account.

186. Liability of the Bank and the Customer:

The Bank and the Customer shall be liable for non-performance and (or) improper performance of their obligations under the unallocated metal account agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement.

The Parties shall not be liable for non-performance or improper performance of obligations under the unallocated metal account agreement if the performance of said obligations is prevented by force majeure circumstances, including power outages, damage to communication lines, and other circumstances beyond control of the Parties.

The Bank shall not be liable to the Customer for non-performance or improper performance of obligations under the unallocated metal account agreement resulting from unclear, incomplete, or inaccurate orders or instructions from the Customer or the third parties, or for other reasons beyond the Bank's control.

The Bank shall not be liable for losses caused to the Customer as a result of arrest of the Customer's property and funds held in the Customer's accounts with the Bank, carried out in accordance with the legislation of the Republic of Kazakhstan on the basis of decisions/actions of authorized bodies.

Chapter 8. Cash operations: receipt and issuance of cash, including its change, exchange, counting, sorting, packaging, and storage

§ 1. General provisions

187. The Bank's performance of cash operations consists of the receipt, counting, breaking, exchange, issuance, sorting, packaging, and storage of cash.

The servicing of Customers visiting the Bank to deposit cash or to receive cash from the Bank is carried out on the operating days established by the Bank.

§ 2. Cash operations (excluding the purchase of traveler's checks and the acceptance for collection of payment documents and cash foreign currency)

188. The receipt of cash into the Bank's cash desk (hereinafter – the cash desk) from Customers for subsequent credit to their current and correspondent accounts, and in other cases provided for by the current legislation of the Republic of Kazakhstan, including the regulatory legal acts of the National Bank of the Republic of Kazakhstan, is performed based on the following cash documents:

announcements for cash deposits;

cash receipt vouchers.

Customer or their representative presents an identity document; the representative also presents a power of attorney, deposits cash into the cash desk, and pays for the Bank's services. A cash document is generated at the cash desk. Customer verifies the current account number, the name of Customer and the consistency of the amount in figures and in words in the cash document. If the information is correct, Customer or the representative of Customer signs the cash documents (by hand/using an electronic digital signature). Customer or the representative of Customer is issued a document confirming the receipt of cash.

189. The disbursement of cash from the current and correspondent accounts of the Bank's Customers is carried out via cash disbursement vouchers.

Cash is disbursed in full and partial bundles according to the amounts indicated on the slips and bands without sheet-by-sheet counting. Cash from partial bundles, as well as from bundles with damaged packaging, is disbursed with sheet-by-sheet counting.

The disbursement of cash to the Customer or their representative is carried out upon presentation

of an identity document. The representative of the Customer also presents a power of attorney. Cash is disbursed within the limits of the balance on the bank account of the Customer, taking into account the amount of the fee for the Bank's service. The Bank generates a cash disbursement voucher. The Customer or their representative independently fills out the cash disbursement voucher to withdraw cash from the current or correspondent account of the Customer, after which they present it to the cash desk and pay for the Bank's services. After receiving the cash, the Customer or their representative, without leaving the cash desk, verifies the bundles and stubs, and any stubs not packed into a bundle and individual banknotes via sheet-by-sheet counting in the presence of the Bank's cash desk employee. The Customer or the representative of the Customer then signs the cash documents (manually/using an electronic digital signature).

If the Customer wishes to receive cash in a large amount (information regarding the amount Customer is available at the cash desk), Customer must submit a request to the Bank for a preliminary cash order no later, than one business day before the intended date of receipt of cash at a time specified in the Bank's internal documents.

190. At the Customer's request, the exchange of banknotes and coins of one denomination for others is carried out only after the disbursement of cash has been completed.

191. Sorting and packaging of cash received into the cash desk is carried out by denomination and degree of wear. Worn-out banknotes and defective (damaged) coins, as well as banknotes and coins withdrawn and (or) being withdrawn from circulation, are subject to mandatory submission to the branch of the National Bank of the Republic of Kazakhstan.

192. The Customer's collected funds received by the counting office on a business day before 4:00 pm local time, based on the counting results, shall be credited to the account of the Customer on the same day, and funds received after 4:00 pm local time, as well as on weekends/holidays, shall be credited to the account of Customer after counting no later than the next business day. The actual amount of money, after completion of sheet-by-sheet counting and minus any identified shortages, doubtful, withdrawn from circulation, non-payable, or counterfeit banknotes or coins, as well as those accepted by the Bank for expert examination (KZT) and collection (foreign currency), shall be credited to the Customer's account. For the recount of cash, in the event of a discrepancy between the amount declared by the Customer in the supporting document for the cash bag and the actual amount resulting from the count, a fee in the amount established by the Bank's tariffs shall be charged to the Customer.

193. The Bank ensures the storage of cash in vaults and (or) safe rooms after its recording in the automated information system in accordance with the Bank's internal documents.

194. The Bank provides Customers with a bailment service – the temporary placement by a Customer of bags/sacks containing the Customer's valuables in the vault of the Bank's branch in accordance with the Bank's tariffs. When the Bank provides the service of bailment of Customers' valuables in the vault of a branch, the Customer shall apply to the Bank's branch with a cover letter requesting the acceptance of the valuables for bailment. The letter is reviewed by the Bank, and a decision on the acceptance of the valuables for bailment is made within no more than three operating days from the date of the Customer's application. The decision to accept valuables for storage is made by an authorized employee of the Bank's branch. The decision to accept valuables for storage is made by an authorized employee of the Bank's branch. When accepting valuables for bailment, the Bank verifies the correct formation of the valuables, the inventory of valuables, accepts payment for the service from the Customer, verifies the identity of Customer, their representative, the representative's power of attorney, in the presence of Customer forms a sack/bag with valuables, places the valuables inside, prepares a label, and seals it, or independently verifies a sack/bag with valuables formed by the Customer, the presence of a label and seal for transfer to the branch vault. Customer pays a fee for the service of bailment in the amount established by the tariffs of the Bank. Agreement for the acceptance of valuables for bailment is prepared and concluded no later than 3 operating days from the date of receipt by the Bank of the letter of the Customer, provided there are no grounds to refuse the service to the Customer. If the Customer is a person with a special relationship with the Bank, the issue of concluding an agreement with them is considered within no more than 20 business days from the date of receipt by the Bank of the letter of the Customer, due to the necessity of the terms of the agreement being reviewed by the Bank's Board of Directors. Upon acceptance of the valuables, the Customer is

issued a second copy of the agreement, a cash receipt voucher, and an off-balance sheet voucher. To receive the valuables Customer upon expiration of the bailment period, the Customer shall apply to the Bank and present the second copies of the agreement, the cash voucher, and the off-balance sheet voucher. The Bank verifies the identity of the Customer or their representative, the representative's power of attorney, and the second copies of the aforementioned documents, presents the off-balance sheet expenditure voucher to the Customer for signature, and hands over the bag/pouch with valuables to the Customer. The Customer verifies the integrity of the bag/pouch and the seal, the presence of all details on the label, opens the bag/pouch, and removes the valuables.

§ 3. Acceptance for collection of cash foreign currency

195. Acceptance for collection of cash foreign currency:

Foreign currency banknotes that raise doubts as to their payability, as well as non-payable and unfit banknotes, may be accepted for collection.

Banknotes are accepted based on an application for the acceptance of currency for collection, provided that the Customer has an account with the Bank. The application is reviewed by the Bank and a decision is made upon it, provided there are no grounds for refusing to carry out the operations.

Foreign currency is sent for collection to the issuing banks (foreign banks) for examination and to obtain reimbursement based on the results of the examination.

The fee shall not exceed 10 (ten) percent of the nominal amount of the banknotes presented.

The crediting of funds and the disbursement of cash for foreign currency accepted for collection shall be carried out by the Bank via the current/card accounts of the Customer after reimbursement is received from the foreign bank.

In the event that the issuing bank (foreign bank) refuses to exchange the sent foreign currency, the corresponding supporting documents shall be provided to the Customer.

196. Basic rights and obligations of the parties.

Basic rights of the Bank:

The Bank shall be entitled to set tariffs for the payment of compensation to the Customer when accepting banknotes for collection;

the Bank shall be entitled to verify the authenticity of banknotes;

the Bank shall be entitled to require the Customer to pay a fee for services when accepting banknotes for collection;

the Bank shall be entitled to receive reimbursement from payers in foreign banks for paid banknotes and banknotes accepted for collection.

Basic obligations of the Bank:

the Bank shall provide the Customer with consultation on the terms and conditions for accepting banknotes for collection;

the Bank shall verify the identity of the Customer and the existence of a current/card account;

the Bank shall verify the authenticity of banknotes;

the Bank shall use methodological recommendations for determining the authenticity of banknotes when verifying the authenticity of banknotes, other reference materials, and samples of foreign currency banknotes;

the Bank shall pay the Customer reimbursement (subject to receipt of reimbursement from the payer) for banknotes accepted for collection by crediting the bank account of the Customer in foreign or national currency according to the application of the Customer.

The Customer shall be entitled to use the Bank's services for accepting banknotes for collection.

Basic obligations of the Customer:

the Customer shall have an Account with the Bank;

the Customer shall pay for the Bank's services for accepting banknotes for collection and issuing cash for banknotes accepted for collection and paid by a foreign bank;

the Customer shall present valid banknotes and documents verifying the identity of the Customer to the Bank.

197. The Bank does not consider disputes on the merits of refusals of acceptance by the issuing bank.

Chapter 9. Transfer operations: execution of instructions of individuals and legal entities for payments and money transfers

§ 1. General provisions

198. In transfer operations, the Bank executes the instructions Customers related to:
 money transfers – the sequential execution by a payment service provider of a Customer's instruction to transfer money related to the making of a payment or for other purposes;
 payments – the fulfillment of a monetary obligation using cash and (or) payment instruments.

Documents for the execution of a payment and/or money transfer are accepted by the Bank during the operating day established by the Bank, and via electronic terminals during the operating hours of the electronic terminals established by the Bank. Instructions for the execution of a payment and/or money transfer are executed no later than the deadlines established by the legislation of Kazakhstan and the money transfer system, provided there are no grounds for refusing to accept and execute the instruction.

199. Payments using cash shall be carried out by the Bank (as an intermediary) by transferring banknotes and (or) coins from the person making the payment (the payer) to the person (persons) to whom the monetary obligation is being fulfilled.

200. Non-cash payments shall be made by:
 issuing a payment document containing a monetary obligation or an instruction for the payment of funds;

presentation of a payment document containing a monetary obligation or an instruction for the payment of funds;

transfer of a payment document or an electronic message containing an instruction for the payment of funds.

201. The execution of non-cash payments may be carried out both with the use of a bank account Customer's, and without it, in the manner established by the legislation of the Republic of Kazakhstan.

202. Transfers and payments are made in national and foreign currency, including in cases where payments and money transfers are carried out without opening a bank account Customer's. In such cases, the Bank carries out transfers and payments in foreign currency in accordance with the requirements of the currency legislation of the Republic of Kazakhstan.

Transfers and payments are made within the territory of the Republic of Kazakhstan and outside its borders.

203. Within the territory of the Republic of Kazakhstan, Bank Customers and third parties may use the following methods for making payments and money transfers:

transfer of cash;
 transfer of funds using payment documents;
 issuing a payment document containing a monetary obligation or an instruction for the payment of funds;

the use of means of electronic payment (in particular, payment cards).

In addition, Bank Customers and third parties may use other methods for making payments and money transfers established by the legislation of the Republic of Kazakhstan.

204. Customers of the Bank and third parties, when making payments and money transfers, may act as:

beneficiary – a person in whose favor a payment and (or) money transfer is made;
 recoverer – a person who, by virtue of an agreement or law, presents a claim for the recovery of funds to be executed by the Bank without the consent of the sender of the funds;
 an initiator – a person who has presented an instruction for execution;
 money sender – a person at whose expense a payment and (or) money transfer is made.

205. The Bank may provide Customers with transfer operations services using electronic payment documents. Such services are provided based on agreements concluded between the Bank and the Customer, as well as between the Customer and the sender. The internet, telecommunications facilities, digital technologies, software and equipment, or other devices are used to provide such

services.

206. The provision of services for transfer operations using electronic payment documents may be included in the Bank's service package using the "Internet Banking for Legal Entities" and "Internet Banking for Individuals" remote account access systems. The Bank determines the specific names of these systems independently.

207. Basic rights of the Bank:

the Bank shall be entitled to establish requirements for documents accepted from Customers for the execution of transfer operations;

the Bank shall be entitled to set the period of time during which instructions for money transfers and orders for the suspension or revocation of such instructions are accepted from Customers and messages related to the execution of transfers in their favor are transmitted to them (operating day);

the Bank shall be entitled to set tariffs for its transfer operations services and the method of their payment;

the Bank shall be entitled to charge a fee for its transfer operations services;

the Bank shall be entitled to use operations of various payment (settlement) systems (payment systems), payment card systems of which the Bank is a participant, and (or) counterparties with whom the Bank has relevant agreements or contracts for transfer

the Bank shall be entitled to establish the procedure for protective actions against unauthorized payments (in cases where the Bank is granted such a right by the legislation of the Republic of Kazakhstan);

the Bank shall be entitled to verify the consistency of the identification number of the Customer with its name in state databases and, in the event of a discrepancy in the name, enter the correct name from the state databases;

the Bank shall be entitled to verify payment documents for compliance with limits, payment purposes, and other criteria established by the Bank's internal documents;

the Bank shall be entitled to refuse to execute a payment in the event of the expiration of the authority of the Customer's authorized persons;

the Bank shall be entitled to refuse to execute instructions (payment documents) in cases established by the legislation of the Republic of Kazakhstan and (or) agreement;

the Bank shall be entitled to establish conversion modes and the conversion rate.

208. The Bank shall be liable for the non-performance or improper performance of obligations in cases established by the legislation of the Republic of Kazakhstan and the agreement, in particular: for violation of the deadline for executing a payment and (or) money transfer instruction or refusal to execute a payment and (or) money transfer instruction established by the legislation of the Republic of Kazakhstan, execution of a payment and (or) money transfer instruction made in favor of a beneficiary other than the one specified in the instruction, or for an amount other than the one specified in the instruction, for the loss of payment documents of the Customer.

209. In accordance with the current legislation of the Republic of Kazakhstan, the Bank works to prevent cases of the Bank's involvement in criminal activities and money laundering schemes, such as legalization of proceeds from crime, terrorism, fraud, corruption, etc. In this regard, the Bank, at its own discretion, establishes certain requirements for payments and money transfers of Customers, executed by the Bank, which may be changed periodically. Thus, the Bank may establish criteria by which a particular payment or money transfer may be categorized as an unusual/suspicious payment or money transfer.

§ 2. Transfer operations using bank accounts (excluding Internet banking)

210. Debit transfers—non-cash payments made by the beneficiary presenting payment documents to the Bank for payment by the sender of the funds—shall be carried out via bank accounts.

Credit transfers—non-cash payments made by the initiator presenting a payment order to the Receiving Bank—shall be carried out via bank accounts.

211. A payment document of the sender (money sender, initiator, or beneficiary) executed on paper must contain the signatures of the sender's authorized persons and a seal impression in accordance

with the signature and seal impression samples.

The presentation or transfer of a payment document, or an instruction to revoke or suspend the execution of a payment document, shall be carried out in compliance with the procedure for protective measures against unauthorized payments and/or transfers of funds.

212. Transfer operations using payment cards shall be carried out via bank accounts, performed by the initiator presenting a payment order to the Bank or independently using the remote banking services offered by the Bank (ATM, banking terminal, Halyk mobile application, "Internet Banking for Legal Entities" system).

213. Basic obligations of the Bank:

the Bank shall accept (credit) money in favor of Customer in the manner and within the timeframes established by agreement and (or) legislation;

the Bank shall execute the Customer's instructions for the transfer of money in favor of third parties or from one account of the Customer to another account of the Customer in the manner and within the timeframes established by the agreement and (or) legislation;

the Bank shall execute instructions of third parties for the withdrawal of Customer's money on the grounds, in the manner and within the timeframes established by the agreement and (or) legislation;

the Bank shall timely make decisions on the acceptance or refusal of acceptance of payment documents;

the Bank shall carry out the acceptance of cash from the Customer and the issuance of cash to the Customer (including through the use of a payment card, check) in the manner and within the timeframes established by the agreement and (or) legislation;

the Bank shall provide, upon the request Customer's information on the amount of the Customer's money in the account at the Bank and the operations performed in the manner and within the timeframes established in the agreement;

the Bank shall establish the procedure for protective actions against unauthorized payments (in cases where the legislation of the Republic of Kazakhstan establishes such an obligation);

the Bank shall comply with the requirements of the legislation of the Republic of Kazakhstan applicable to cash payments between legal entities;

the Bank shall ensure that the Customer is able to make payments in favor of third parties using a payment card in the manner established by the agreement;

the Bank shall familiarize the Customer with the tariffs for transfer operations services;

the Bank shall refuse to accept a payment document for execution in cases established by the legislation of the Republic of Kazakhstan and (or) the agreement and (or) international economic sanctions.

214. Basic rights of the Customer:

the Customer shall be entitled to independently dispose of the funds in the account for the purpose of carrying out transfer operations, except in cases where restrictions exist;

the Customer shall be entitled to receive a full range of services provided for by the agreement, for the execution of transfer operations;

the Customer shall be entitled to familiarize oneself with the tariffs for the Bank's transfer operations services;

the Customer shall be entitled to require the Bank to properly perform its obligations under the agreement;

the Customer shall be entitled to revoke unaccepted instructions;

the Customer shall be entitled to suspend or revoke accepted instructions (until the Bank completes the money transfer);

the Customer shall be entitled to use the procedure for protective actions against unauthorized payments established by the Bank;

receive information from the Bank on payments performed.

215. Basic obligations of the Customer:

the Customer shall use the account to make payments and money transfers that do not contradict the legislation of the Republic of Kazakhstan, including currency legislation, and the agreement;

the Customer shall ensure the availability of the necessary amount of funds in the account for the

Bank to execute the instruction;

the Customer shall pay the Bank's transfer operations services in a timely and full manner;

the Customer shall notify the Bank in a timely manner in the event that a fact of erroneous credit of funds to the account is discovered;

the Customer shall present documents confirming the validity of the payment to the Bank;

the Customer shall give instructions to the Bank to carry out operations on the account only within the limits of the account balance, taking into account the fee due to the Bank.

216. The Customer shall be liable for the non-performance or improper performance of obligations in cases established by the legislation of the Republic of Kazakhstan and the agreement, in particular for the untimely payment of the Bank's services for transfer operations.

§ 3. Transfer operations in the “Internet Banking for Legal Entities” system

217. Transfer operations in the "Internet Banking for Legal Entities" system (hereinafter in this paragraph – the System) are carried out in accordance with the requirements of the legislation and the terms of the agreement of banking service in the System. The Bank independently determines the specific name of the System and its versions.

If the Customer has submitted all necessary documents to the Bank for the conclusion of a banking services agreement in the System and there are no grounds for refusal to conclude the agreement, the matter of concluding such an agreement is considered and the decision to conclude the agreement is made within three operating days. Furthermore, when making amendments to the agreement being concluded with a Customer who does not have a special relationship with the Bank, including amendments proposed by the Customer, the matter of concluding the agreement with amendments is considered and the decision to conclude the agreement is made no later than 15 operating days after the terms of the agreement with amendments have been agreed upon. If Customer is a person with a special relationship with the Bank, and the Bank's Board of Directors has not approved a standard form for the conclusion of an agreement with such a person, or if amendments must be made to the standard form of the agreement approved by the Bank's Board of Directors, then the decision to conclude an agreement with such a person shall be made no later than 15 operating days from the date the necessary documents for the conclusion of the agreement are submitted to the Bank. In this case, there must be no grounds for a possible refusal to conclude the agreement. If Customer is a person with a special relationship with the Bank, and there is a standard form approved by the Bank's Board of Directors for the conclusion of an agreement with such a person, then in the absence of a need to make amendments to such a form, if Customer has submitted all necessary documents to the Bank for the conclusion of the agreement and there are no grounds for a possible refusal to conclude the agreement, the matter of concluding the agreement shall be reviewed and the decision to conclude the agreement shall be made within three operating days.

Customer sends a document to the Bank in electronic form, the transfer of which is provided for in the agreement between the Customer and the Bank. The details of the document in electronic form must correspond to the details of the document on paper. After receiving the document, the Bank sends the Customer an electronic receipt, notifying them of the acceptance or refusal to accept the electronic document. If the receipt is not received, the Customer notifies the Bank of this on the day the Bank was supposed to send the receipt. In the absence of grounds for refusal to execute the document, the Bank executes the document received before the end of the operating day of the Bank on the same operating day, and a document received after the end of the operating day of the Bank on the next operating day. To resolve disputes arising between the Customer and the Bank when using an electronic document, an expert-technical commission is created, which shall include, at a minimum, representatives of the Customer and representatives of the Bank.

218. Basic rights of the Bank:

the Bank shall be entitled to set fees and payment methods for transfer operations services in the System;

the Bank shall be entitled to refuse to accept electronic documents for execution on the grounds provided for by the agreement,

the Bank shall be entitled to request additional information and documents from the Customer regarding the operation being performed, for the purpose of verifying compliance with the requirements of the legislation of the Republic of Kazakhstan;

the Bank shall be entitled to carry out any measures aimed at increasing the security of the System's operation by requesting confirmation of electronic document details from the Customer, as well as by other means;

the Bank shall be entitled to make changes to the System's protection mechanisms at its own discretion;

the Bank shall be entitled to block the Customer's access to the System in the event of the expiration of the Customer's key, as well as in cases where, in the Bank's opinion, a violation or attempted violation of the System's security procedure is occurring;

the Bank shall be entitled to establish the procedure for protective actions against unauthorized payments.

219. Basic obligations of the Bank:

the Bank shall execute instructions for the transfer of money from the Customer's account, transmitted to the Bank by telecommunications means, decrypted using the Customer's key and certified by their electronic digital signature in the manner and within the timeframes established by the agreement and (or) the legislation of the Republic of Kazakhstan;

the Bank shall post instructional materials on the Bank's website containing a user guide on working with the System and sending payments;

the Bank shall provide the Customer with information on the status of the account(s) via the System;

the Bank shall inform the Customer of the tariffs for transfer operations services.

220. Basic rights of the Customer:

the Customer shall be entitled to independently dispose of the funds in the account using the System for the purpose of carrying out transfer operations in accordance with the terms of the agreements;

the Customer shall be entitled to receive a full range of services provided for by the bank account agreement and the bank servicing agreement in the System for the execution of transfer operations;

the Customer shall be entitled to familiarize oneself with the tariffs for the Bank's transfer operations services;

the Customer shall be entitled to require the Bank to properly perform its obligations under the agreement;

the Customer shall be entitled to receive information from the Bank on executed instructions.

221. Basic obligations of the Customer:

the Customer shall use the Account to make payments and money transfers that do not contradict the legislation of the Republic of Kazakhstan, including currency legislation, and the agreement;

the Customer shall pay the Bank's transfer operations services in a timely and full manner;

the Customer shall notify the Bank in a timely manner in the event that a fact of erroneous credit of funds to the account is discovered;

the Customer shall present documents confirming the validity of the payment to the Bank;

the Customer shall give instructions to the Bank to carry out operations on the account only within the limits of the account balance, taking into account the fee due to the Bank;

the Customer shall prepare payment orders in strict accordance with the agreement and legislation of the Republic of Kazakhstan;

the Customer shall send electronic documents certified by the Customer's electronic digital signature to the Bank;

the Customer shall notify the Bank of the termination/change of authority of persons entitled to use the electronic digital signature;

the Customer shall follow security procedures and any other reasonable instructions that the Bank may provide to the Customer regarding the security of the System;

the Customer shall immediately notify the Bank of any unauthorized access to the System or unauthorized operations of which it is aware or suspects.

222. The Bank and the Customer shall be liable for the non-performance and (or) improper performance of their obligations under the contract in accordance with the legislation of the Republic of

Kazakhstan and on the terms established by the agreement.

§ 4. Transfer operations in the Halyk mobile app

223. Registration and provision of services to Customers in the mobile app Halyk are carried out:

- 1) independently in the Halyk mobile app;
- 2) at a Bank outlet.

224. The terms of service and the list of services provided are brought to the attention of Customers during the registration process in the mobile app Halyk. The Customer's registration in the system is considered as consent to the terms of providing these services, after which Customer gains access to performing banking Customer operations.

225. Confirmation of each financial transaction (transfers, payments), as well as the ability to block/unblock a card and remove/set restrictions on card operations in the mobile app Halyk is carried out via a one-time password provided to the Customer in the form of SMS messages or Push-notifications.

226. The execution of operations is carried out in the manner established by the Bank's internal documents, as well as in accordance with the current legislation of the Republic of Kazakhstan. Agreement accession of the current account and Agreement accession on the issuance and maintenance of the payment card, the Customer confirms that the opened account will not be used for entrepreneurial activities.

227. Operations performed by the Customer in the Halyk mobile app are considered to be originating from the Customer and are equated to instructions received from the Customer. In this regard, the Customer bears full responsibility for the content and correctness of the details entered in the electronic documents sent to the Bank for execution. In the event of disputed situations, the performance of operations by the Customer in the Halyk mobile app serves as confirmation of their consent to the transfer.

228. Basic rights of the Bank:

1) the Bank shall be entitled to temporarily block Customer's access to the mobile app Halyk or deactivate the service in the following cases:

in cases where, in the Bank's opinion, such a measure is necessary to ensure security;

after the third incorrect entry of the personal password and treat this as a security breach;

the Bank shall be entitled to detect the Customer transferring their own authorization details (login, password) to other persons. In this regard, the Bank shall not be liable for operations performed by the Customer, executed by the Bank prior to the detection of the transfer of such information to other persons, as they will be deemed to have been performed by the Customer;

2) upon detection of the Customer transferring their own authorization details (login, password, Token, as well as additional forms of Customer identification available in the Halyk mobile app or in the Partner's Mobile app via the Halyk Widget SDK) to other persons. In this regard, the Bank shall not be liable for operations performed by the Customer and executed by the Bank prior to the detection of the transfer of such information to other persons, as they will be deemed to have been performed by the Customer;

3) the Bank shall be entitled to suspend the execution of operations in the event of:

if the funds in the Customer's account have been frozen in accordance with the current legislation of the Republic of Kazakhstan or operations on the account have been suspended by the Customer;

non-compliance of the operation being performed with the current legislation of the Republic of Kazakhstan;

insufficiency of funds in the corresponding bank account to pay the Bank's fee for the operation being performed;

incomplete (incorrect) specification of the details of the operation being performed by the Customer, non-compliance with the period of its performance, non-compliance of the operation being performed with the current legislation of the Republic of Kazakhstan;

blocking/closing the Customer's current account/current account in the Card database/saving

account;

when, in the Bank's opinion, a violation or attempted violation of the security procedure occurs;

4) unilaterally change the Tariffs with prior notice to the Customer of the changes in the structural subdivisions of the branches and on the Bank's website www.halykbank.kz;

5) the Bank shall be entitled to suspend the execution of a money transfer in cases when, in the Bank's opinion, a violation or attempted violation of the security procedure occurs;

6) the Bank shall be entitled to establish restrictions (by amount) on the transfer of money in favor of third parties in order to prevent fraudulent operations and protect Customers from unauthorized access to the account;

7) the Bank shall be entitled to temporarily suspend the operation of the Halyk mobile app for software updates and maintenance work;

8) the Bank shall be entitled to provide information on a performed payment and (or) transfer to law enforcement agencies and the National Bank upon their request.

229. Basic obligations of the Bank:

1) after the Customer's registration in the Halyk mobile app, the Bank shall ensure the proper functioning of the app for them;

2) the Bank shall notify the Customer of ongoing technical work that may interrupt access and prevent the Customer from performing operations in the Halyk mobile app by posting the relevant information on the website pages;

3) the Bank shall execute the Customer's electronic documents provided that the Customer complies with the terms of the accession agreement, as well as the requirements of the current legislation of the Republic of Kazakhstan;

4) the Bank shall execute the Customer's electronic documents on money transfers performed in the mobile app Halyk, no later than the banking day following the day the documents were received by the Bank. At the same time, for the transfer of taxes and other mandatory payments to the budget according to subparagraph 7) of Article 581 of the Tax Code of the Republic of Kazakhstan, the Bank shall transfer taxes and other mandatory payments to the budget on the day the operations to debit money from the bank account of the Customer-taxpayer are performed;

5) the Bank shall notify of changes to the Bank's tariffs at least 10 banking days before the new tariffs for banking services come into force;

6) the Bank shall terminate the provision of services at the Customer's initiative;

7) the Bank shall keep information on the operations Customer's confidential and provide information on them to third parties only in the cases and to the extent provided for by the current legislation of the Republic of Kazakhstan.

230. Basic rights of the Customer:

1) the Customer shall be entitled to perform operations via the "Internet Banking for Individuals" system on the terms provided for by the agreement;

2) the Customer shall be entitled to require the Bank to properly perform its obligations under the agreement.

231. Basic obligations of the Customer:

1) the Customer shall comply with the Bank's requirements imposed in connection with the provision of access to perform operations in the Halyk mobile application ;

2) the Customer shall pay the fee for performing operations in the Halyk mobile app according to the Bank's current tariffs;

3) if a payment is required, the Customer shall ensure a sufficient amount of funds in the bank account to cover the payment and the fee according to the Bank's current tariffs;

4) the Customer shall not disclose/transfer information about their own authorization details (login, password) to other persons. In this regard, all expenses and losses that may arise in connection with the disclosure/transfer by the Customer to other persons of their own authorization details, Customer shall bear independently and shall be entitled to demand reimbursement for them from the Bank;

5) the Customer shall immediately inform the Bank upon discovery of unauthorized access or suspicions of unauthorized access to the Customer's bank accounts via the Halyk mobile app, for the purpose of the Bank blocking access to perform operations through the mobile application Halyk;

6) the Customer shall comply with the safe operation recommendations and the rules for using the Halyk mobile app, and ensure that all Internet connection sessions open for work in the Halyk mobile app are closed after each session;

7) the Customer shall refuse to make payments and (or) transfer money related to the Customer's business activities, as well as foreign currency operations that require obtaining a registration certificate, a notification certificate, and the completion of a transaction passport;

8) the Customer shall provide the Bank with consent for the Bank to collect and process, in a manner not contrary to the legislation of the Republic of Kazakhstan and in accordance with the Bank's internal rules and procedures, any information about the Customer, including their personal data, when serving the Customer via the Halyk mobile app.

The Bank and the Customer shall be liable for the non-performance and (or) improper performance of their obligations under the accession agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement.

§ 5. Transfer operations without opening bank accounts

232. Non-cash payments and (or) money transfers without opening a bank account include payments and (or) money transfers in which the sender of the money and (or) the beneficiary do not use bank accounts, and which are carried out by depositing cash for transfer to a beneficiary specified by the sender of the money and (or) by the receipt of cash by the beneficiary.

Customer presents to the Bank a document containing the information necessary for the payment/transfer, and/or the necessary information to carry out the transfer/payment, and cash for the transfer/payment. Customer pays the Bank's fees for carrying out the operations. The Bank verifies the execution of the document required for the payment/transfer and the necessary information, and in the absence of grounds for refusing to carry out the operations performs the operation. Upon acceptance of the document containing the information necessary for the payment/transfer and/or the necessary information to carry out the transfer/payment, the Bank issues to the sender of the money a corresponding confirmation of the receipt of cash.

When using an electronic (payment) terminal for a payment and money transfer without opening a bank account, the Customer performs actions for the payment and money transfer in accordance with the instructions displayed on the screen of the electronic (payment) terminal. After the receipt of cash and confirmation by the Customer of the execution of the payment/transfer of funds, the electronic (payment) terminal issues to the Customer a receipt for the performed operations, the receipt reflects the status of the executed payment.

233. The Bank may be a participant in other payment systems, including money transfer systems. In such cases, documents of such money transfer systems may be used for money transfers without opening a bank account.

234. Payments and (or) money transfers carried out by legal entities, branches, or representative offices of a legal entity through payment service providers shall be carried out only using bank accounts and (or) electronic wallets.

The first part of this paragraph does not apply to the payment by legal entities of taxes and fees to the budget, payments for government services, as well as voluntary pension contributions and social security contributions.

235. The Bank and the Customer shall comply with the requirements of the legislation of the Republic of Kazakhstan and the agreement for transfer operations carried out without opening a bank account.

Chapter 10. Discount operations: accounting (discounting) of promissory notes and other debt obligations of legal entities

236. In operations for the accounting of promissory notes, the Bank accepts promissory notes by endorsement before the payment date, paying the promissory note amount to the bearer of the note, with or without a deduction for discount.

237. The Bank may accept for accounting only valid commercial promissory notes and bills of

exchange, the amount of which is expressed in national or foreign currency.

The relationship between the Bank and the Customer in the accounting of promissory notes is governed by the relevant agreement.

238. The maximum period for reviewing promissory note accounting operations is up to five operating days from the moment the Bank receives the full set of documents from the Customer.

239. Basic rights of the Bank:

the Bank shall be entitled to advise Customer on matters related to the circulation of promissory notes; establish the list of documents that the promissory note holder must submit to the Bank for a decision on the accounting of promissory notes;

the Bank shall be entitled to require Customer to submit documents that are necessary and sufficient for a decision on the accounting of promissory notes, in order to exercise its rights as an accounting office:

the Bank shall be entitled to establish cases for refusing to accept promissory notes (taking into account the cases established by the promissory note legislation of the Republic of Kazakhstan);

the Bank shall be entitled to require, when accepting a promissory note for accounting, the presence of an aval for the payer or another person obligated under the promissory note, as well as the submission by the Customer of documents for the analysis of the avalist's solvency;

the Bank shall be entitled to require the Customer, when accepting a promissory note for accounting, to provide coverage for the promissory note, the amount of which shall not be lower than the payment amount under the promissory note;

the Bank shall be entitled to require the transfer Customer by the original promissory note to the Bank;

the Bank shall be entitled to require the Customer or the person in possession of the accepted copy of the bill of exchange to transfer the accepted copy of the bill of exchange to the Bank upon the Customer's presentation of an unaccepted bill of exchange for accounting;

the Bank shall be entitled to accept Customer's bills of exchange, in respect of which the issue of accounting is being decided, under a warehouse receipt or for safekeeping;

the Bank shall be entitled to set a fee for accepting a promissory note for safekeeping;

the Bank shall be entitled to set the amount of the discount withheld from the promissory note amount;

the Bank shall be entitled to withhold a discount from the promissory note amount when accepting promissory notes for accounting;

the Bank shall be entitled to verify the authenticity of the promissory note;

the Bank shall be entitled to establish cases when the Bank does not consider the issue of accepting promissory notes for accounting;

the Bank shall be entitled to establish the period within which the Bank notifies the Customer of the refusal to accept promissory notes for accounting;

the Bank shall be entitled to require the Customer to properly and timely fulfill the conditions for the Bank's acceptance of promissory notes for accounting;

the Bank shall be entitled to establish cases in which the Bank shall be entitled to bring a claim against Customer.

240. Basic obligations of the Bank:

the Bank shall account for promissory notes upon the Customer's fulfillment of all obligations necessary for the Bank to make a decision on the accounting of promissory notes, and notify Customer of the accounting of promissory notes;

the Bank shall return Customer the promissory notes in the event of a decision to refuse the accounting of promissory notes;

the Bank shall refuse the accounting of promissory notes in cases established by the promissory note legislation of the Republic of Kazakhstan and the agreement, including the accounting of bronze, friendly (reciprocal), and financial promissory notes, promissory notes where an incapacitated person is specified as the payer or the holder, and the accounting of promissory notes if the payment period for the promissory notes has expired.

241. Basic rights of the Customer:

the Customer shall be entitled to require the Bank to send a notification to the Customer regarding the accounting of promissory notes in accordance with the terms of the agreement;

the Customer shall be entitled to require the Bank to pay the promissory note amount specified in the agreement in accordance with the terms of the agreement.

242. Basic obligations of the Customer:

the Customer shall comply with the Bank's requirements for the submission of documents and information necessary for the accounting of promissory notes;

the Customer shall submit to the Bank promissory notes that comply with the promissory note legislation of the Republic of Kazakhstan in terms of authenticity, form, and content;

the Customer shall pay the Bank's services in a timely and full manner;

the Customer shall independently pay any payments and taxes that must be made in accordance with the legislation of the Republic of Kazakhstan, and present documents confirming the fact of payment to the Bank;

the Customer shall transfer promissory notes to the Bank by making an endorsement in favor of the Bank in accordance with the legislation of the Republic of Kazakhstan;

the Customer shall promptly notify the Bank of all circumstances capable of negatively affecting the activities of the Customer and (or) the payer of the promissory note;

the Customer shall properly fulfill its obligations under the promissory notes as a person liable under the promissory notes in accordance with the legislation of the Republic of Kazakhstan.

243. Liability:

The Bank shall be liable to the Customer for the untimely payment of promissory notes accepted for accounting in the form of a penalty;

Customer shall be liable to the Bank for the non-performance and (or) improper performance of its obligations, including in the form of a penalty.

Chapter 11. Bank loan operations: granting loans in monetary form on the terms of maturity, repayment, security, payment, and targeted use

§ 1. General provisions

244. The subject of bank loan operations is the lending of money by the Bank to the Customer.

The rules on bank loan operations also apply to the operations of the Bank on issuing bank guarantees, bank sureties, to leasing, factoring, forfaiting operations, the providing of avals on bills of exchange, the discounting of bills of exchange, and operations with uncovered letters of credit.

245. The Bank carries out banking loan operations in all sectors of the economy, in all regions, the capital, and the city of republican significance of the Republic of Kazakhstan, as well as in foreign markets.

246. The Bank provides loans to legal entities and individuals, including individual entrepreneurs. When providing loans, the Bank takes into account the legal capacity and capacity for civil action of Customers as borrowers.

247. The Bank shall not provide credit for the following types of activities and transactions:

- 1) legalization (laundering) of proceeds from crime;
- 2) terrorist activities;
- 3) production and sales of weapons, equipment and ammunition for military use, except for state orders;
- 4) production and sale of narcotic drugs (except for pharmaceutical activities);
- 5) destruction and trafficking of endangered species of flora and fauna;
- 6) transactions associated with the violation of the legislation of the Republic of Kazakhstan, ratified international agreements/obligations, as well as the legislation of the Customer's country of residence;
- 7) operations with non-resident banks for which there is information that their accounts are used by shell banks (banks registered under the laws of a country that is not its place of business, or that do

not have management bodies in the country of registration, and/or which are not an affiliated person of any regulated financial group);

8) conscripts during their period of compulsory military service in the Armed Forces of the Republic of Kazakhstan, other troops and military formations, provided that information regarding the conscription of such serviceman for compulsory military service is available;

9) upon the Customer's voluntary refusal to receive a loan.

The Bank does not finance types of activities prohibited by the legislation of the Republic of Kazakhstan.

The Bank does not finance terrorist activities, the creation of terrorist organizations, as well as illegal paramilitary formations, or activities aimed at the propaganda of terrorism.

248. Depending on the terms, loans may be:

1) short-term – provided for a term of up to one year inclusive;

2) long-term – provided for a term of over one year.

249. When interacting with Customer in the context of providing a bank loan, the Bank complies with the following requirements:

1) provides the Customer with reliable and comprehensive information on the terms of the bank loan, including the annual effective interest rate, and the risks associated with the borrower obtaining the bank loan, including the consequences of the Customer's failure to fulfill its obligations under the bank loan agreement;

2) assesses the creditworthiness (solvency) of the Customer based on information about its financial position in accordance with internal procedures and the risk management and internal control system;

3) provides information to the credit bureau in accordance with the Law of the Republic of Kazakhstan "On Credit Bureaus and the Formation of Credit Histories in the Republic of Kazakhstan";

4) does not provide loans to persons registered in offshore zones, the list of which is established by the authorized bodies;

5) calculates the interest only for the actual number of calendar days of use by the Customer of the loan in the event of partial early repayment or full early repayment of the loan.

250. In the event that the loan terms provide for requirements to conclude agreements insurance and (or) conduct an appraisal to determine the market value of the property serving as collateral, the bank shall be entitled to not restrict the borrower (pledgor) in the choice of an insurance organization and (or) appraiser.

The Bank shall, within three business days from the date of full early performance by the borrower of the obligation under the bank loan, the terms of which provided for the conclusion of an agreement insurance, notify the Customer in the manner provided for by the agreement of the bank loan, of their right to terminate such agreement of insurance and receive a refund of part of the insurance premium for the unused insurance period in the manner provided for by the current legislation of the Republic of Kazakhstan.

251. The Bank shall not shall be entitled to unilaterally change the terms of the bank loan agreement, except in cases of their improvement for the borrower or other cases provided for by this Law.

For the purposes of this clause, improvement of the terms of the bank loan agreement for the Customer shall be understood as any of the following changes:

1) a decrease or complete cancellation of fees and other payments for the provision of services related to the loan maintenance;

2) a decrease or complete cancellation of the penalty (fine, late payment interest);

3) a decrease in the interest rate on the loan;

4) a deferment, including for a period that includes the term of compulsory military service and sixty calendar days after its completion, and (or) an installment plan for loan payments;

5) a decrease in the monetary obligation under a mortgage loan issued in a foreign currency, upon replacing the foreign currency of the loan with the national currency of the Republic of Kazakhstan.

The bank loan agreement may provide for an additional list of improving terms for the Customer.

Other changes to the bank loan agreement are possible by agreement of the parties, by concluding a supplementary agreement to the bank loan agreement.

252. In the event that the Bank applies improving terms, the Customer shall be notified of the change in the terms of the agreement of the bank loan in the manner determined by the agreement of the bank loan, as well as through the Bank's remote channels.

Customer shall be entitled to refuse the improving terms offered by the Bank within fourteen calendar days from the date of receipt of the corresponding notification from the Bank and notify the Bank of their decision in the manner determined by the agreement of the bank loan and (or) through remote communication channels.

The provision of a deferment and (or) an installment plan for payments under the bank loan agreement by the bank is carried out only with the consent of the borrower.

253. Loans are provided by the Bank on the terms of timeliness, repayability, security, payment, and targeted use, in accordance with these Rules and the Bank's internal credit and collateral policies approved by the Bank's authorized bodies.

Timeliness is expressed by defining the term for the provision of and the Customer's use of the loan.

Repayability is expressed in the obligation of the Customer to return the subject of the loan in the established manner and within the time limits. At the same time, the repayability of loans must be Customers ensured (collateral provided).

The paid nature is expressed by the Bank's determination of the price of the loan, as well as the services related to the loan maintenance.

Loans are generally provided for specific purposes (targeted use of the loan). In the case of targeted use of the loan, Customer is obliged to use the loan for the targeted purpose defined by the agreement.

Termination agreement of the loan is carried out after the borrower has fully performed the obligations under the loan agreement. Upon full early repayment of the loan, the loan agreement shall terminate.

254. The security of loan repayability is expressed in providing the Bank with the opportunity, in the event of non-performance or improper performance by the Customer of the obligations to repay the loan to the Bank, to apply special property-related measures against the Customer that encourage the proper performance of obligations by the Customer and facilitate the protection of the Bank's interests as a creditor. General requirements for the security accepted by the Bank are specified in Section 3 of these Rules.

The Bank shall be entitled to decide to provide the Customer with a loan without security, subject to the restrictions and requirements established by the legislation of the Republic of Kazakhstan.

The Bank does not provide unsecured loans to persons who have special relationships with the Bank.

Foreclosure on pledged property to satisfy the claims of the Bank (creditor) may be pursued in the event of non-performance or improper performance by the borrower of the collateralized obligation for which they are liable.

Satisfaction of the Bank's claim from the value of the pledged property shall be carried out through judicial and extrajudicial procedures.

In cases provided for by the pledge agreement, the Bank shall be entitled to independently realize the pledged property through extrajudicial procedures by conducting tenders (an auction).

The realization (sale) of the pledged property shall be carried out through sale at public auctions in the manner established by the procedural legislation of the Republic of Kazakhstan.

In the case of a pledge of money and rights (claims) under a monetary obligation, the realization of such pledged property shall be carried out by transferring to the Bank the money that is the subject of the pledge or is due under the pledged rights (claims) under the monetary obligation, and if the transfer of money is impossible at the time of foreclosure on the subject of the pledge, by transferring the pledgor's rights to the subject of the pledge to the pledgee.

255. One of the most important aspects of providing a loan is the Bank's possession of comprehensive information about the Customer.

256. The Bank provides interbank, syndicated, commercial, and non-commercial loans. The

Bank may also perform the functions of an agent (attorney) for the targeted placement of budget credit resources and credit resources of other banks, organizations performing certain types of banking operations, foreign banks, and international financial institutions on terms determined by agency agreements and (agreements).

257. The Bank provides financing in national and foreign currency.

Loan repayment may be carried out in the currency of the loan.

Repayment of loans provided in one currency may be carried out in other currencies specified in the first part of this paragraph. Such a condition must be specified in the agreement or contract.

At the same time, indexation of obligations and payments under a bank loan agreement issued in KZT, linked to any currency equivalent, shall not be permitted.

258. In bank loan operations, money may be lent in the form of credit lines and (or) individual loans.

Under a credit line, the Customer or third parties upon their application may receive various forms of financing, including loans, guarantees, sureties, and the provision of avals on promissory notes.

Credit lines may be provided on a revolving or non-renewable basis.

259. Bank loan operations are formalized by credit line agreements and bank loan agreements in writing.

260. When providing credit lines and loans to private entrepreneurs, the Bank may use various financing criteria. Such criteria may include, in particular, segment groups (small business entities, medium business entities, large business entities), a combination of segment groups, and financing purposes.

261. When providing credit lines and loans to individuals, the Bank may use various financing criteria. Such criteria may include, in particular, employment relationships with the Bank, employment relationships with organizations within the Halyk Group, the individual's possession of a Bank payment card, and financing purposes.

262. The procedure for working with Customers when providing a loan includes the following main stages:

- providing consultation to the Customer;
- assessment of the loan application;
- decision on granting a loan;
- granting a loan;
- monitoring and repayment of the loan.

§2. Responsible Financing

263. Responsible lending is understood as the Bank's activity of providing loans to an individual, taking into account their solvency and debt load, as well as the purposes (needs) for obtaining the loan, in order to prevent excessive indebtedness and reduce the risk of causing losses to the consumer of banking services. Responsible lending includes the Bank taking measures aimed at preventing the provision of loans to an individual that:

- 1) do not correspond to the goals (needs) of the banking services consumer;
- 2) do not correspond to his financial capabilities and level of solvency;
- 3) lead to significant financial difficulties for the banking services consumer in fulfilling obligations under the bank loan agreement.

264. In implementing responsible lending, the Bank is guided by the following principles:

1) the principle of suitability – the credit product corresponds to the goals (needs), financial position, and capabilities of the Borrower who is a natural person;

2) the principle of loss prevention — preventing the provision of loans which, based on the results of the assessment of the solvency and debt load of the Borrower who is a natural person at the time the decision to provide the loan is made, are highly likely to lead to significant financial difficulties for them in fulfilling the obligations under the bank loan agreement;

3) the principle of individual assessment - the assessment of a natural person is carried out taking into account the individual circumstances of the Borrower, including their income level, obligations, and

information regarding their social status and marital status;

4) the principle of provability - the Bank ensures the documentation of information and results of the financial product suitability assessment, used when making a decision to provide it to the banking services consumer.

§ 3. Providing consultation to the Customer

265. When a Customer applies for a loan, before concluding a bank loan agreement, the Bank shall provide the Customer with the following information on bank loans in oral form:

1) information on rates and tariffs, and the timeframes for making a decision on a loan application, including:

the timeframe for granting a bank loan;

the maximum amount and currency of the bank loan;

the type of interest rate: fixed or floating. In this case, the floating interest rate is calculated as the sum/difference of the base indicator and the interest spread rate, expressed in nominal terms in percentage points (hereinafter – the interest spread). When calculating the interest spread, the Bank takes into account expenses related to the issuance of the loan, including administrative expenses, the minimum reserve requirement rate, expenses for creating special provisions (reserves), expenses for the payment of taxes and other mandatory payments to the budget, and the expected return on equity (ROE), calculated as the ratio of the expected net income before income tax to the equity (per the balance sheet);

the interest rate per annum and its amount in a reliable, annual, effective, comparable calculation (the real cost) as of the date of the Customer's application;

loan repayment methods of choice:

by the differentiated payment method, under which the loan debt is repaid in decreasing payments consisting of equal principal amounts and the interest accrued for the period on the remaining principal balance;

by the annuity payment method, under which the repayment of the bank loan debt is carried out in equal payments throughout the entire term of the bank loan, consisting of increasing principal amounts and decreasing payments of the interest accrued for the period on the remaining principal balance. The amounts of the first and last payments may differ from the others;

The Bank may offer the borrower additional loan repayment methods calculated in accordance with internal rules.

a comprehensive list and the amounts of fees, tariffs, and other expenses related to obtaining and servicing (repaying) the bank loan in favor of the Bank;

cases of possible unilateral amendment of the terms agreement of the bank loan concluded with the Customer—a legal entity, as provided for by the Law on Banks;

the liability and risks of the Customer in the event of non-performance of obligations under the bank loan agreement;

the liability of the pledgor, guarantor, surety, and any other person who is a party to the loan security agreement;

2) information on the terms and conditions for granting loans and a list of documents required to conclude a loan agreement;

3) information on the liability and possible risks of the Customer in the event of non-performance of obligations under the loan agreement;

4) at the Customer's request – a copy of the standard form of the relevant loan agreement;

5) a list of documents required by the Bank to make a decision on granting a loan;

6) information on the timeframe for reviewing a loan application after the Customer has provided the full list of documents required for the Bank to make a decision;

7) in the event of disputes arising during the loan process, informs the Customer of their right to appeal to the Bank, the banking ombudsman (for mortgage loans), the authorized body, or a court. Information regarding the location, postal and email addresses, and internet resources of the Bank, the banking ombudsman and the authorized body shall be provided;

8) upon request, shall inform Customers of the sources where the Bank's financial statements and

other information are posted;

9) ensures the confidentiality of the information provided by the Customer.

§ 4. Assessment of the loan application

266. After the Customer has submitted the application and the package of required documents, the relevant Bank departments conduct an assessment of the loan application (project expertise) in accordance with the requirements of internal regulatory documents, while the Customer's loan application is reviewed within the established timeframes.

267. In this regard, for applications from individuals for a loan not related to entrepreneurial activity, the Bank conducts a fitness assessment procedure in accordance with §5 of this chapter.

§5. Fitness assessment when providing a loan to an individual, not related to the conduct of entrepreneurial activity

268. Prior to providing a loan or increasing the credit limit for an individual not related to the conduct of entrepreneurial activity, the Bank conducts a loan fitness assessment for the Customer, including:

- 1) analysis of solvency and credit history;
- 2) an assessment of the impact of the loan issuance on the ability of the Customer to fulfill obligations under existing loans and microloans;
- 3) an assessment of the presence of signs of increased credit risk, behavioral risk, or fraud risk.

269. In the event that a loan is deemed ineligible, the Bank shall not perform:

- 1) offering such a loan to the Customer;
- 2) approval of the loan application;
- 3) an increase in the credit limit under the existing credit line agreement.

270. For the purpose of conducting a loan fitness assessment, the Bank requests (obtains) and analyzes the following information (data) regarding:

- 1) the purpose of obtaining the loan;
- 2) the intended method of using the loan;
- 3) the level of debt load;
- 4) behavioral and other factors.

When conducting a loan fitness assessment, the Bank takes into account all expenses of the Customer arising in connection with obtaining the loan, including expenses for additional services if such services are a mandatory condition for obtaining the loan.

271. The Bank takes measures to verify the accuracy and completeness of the information used in the loan fitness assessment, including the use of data from credit bureaus, state information systems, and other available sources.

272. The loan fitness assessment is not based exclusively on the credit history data of the banking services consumer.

273. In the presence of signs of increased credit risk, behavioral risk, or fraud risk, the Bank shall carry out an additional verification of the information provided by the banking services consumer using available information sources.

§ 6. Decision on granting a loan

274. The loan application is reviewed by the relevant Credit Committee of the Bank to make a decision on financing. The loan is granted based on a positive decision by the Bank's Credit Committee.

The maximum timeframe for reviewing the application and making a decision on granting the loan shall not exceed 180 calendar days.

The Bank shall inform the Customer of the decision made regarding the granting of the bank loan, and in the event of a refusal to grant the bank loan, shall notify the Customer of the reasons for the

refusal in writing.

§ 7. Granting a loan

275. Before signing the loan agreement, the Bank shall provide the Customer with the necessary time to familiarize themselves with its terms.

276. The loan is granted after the conclusion of agreements financing and security, and the registration of agreements security with the authorized body (if necessary).

§ 8. Monitoring and repayment of the loan

277. For the purpose of monitoring the Borrower's compliance with the lending terms, obtaining up-to-date information on the Borrower's current financial condition, identifying potential problems/red flags, as well as conducting an assessment of the current state of the collateral, the Bank shall perform monitoring of the targeted use of the loan and the financial condition, and shall carry out inspection and examination of the pledged assets for revaluation purposes within the timeframes established by the Bank, taking into account the requirements of the authorized state body.

278. During the term of the agreement of the bank loan, upon the request of the Customer (borrower) or the pledgor (subject to the bank secrecy disclosure requirements provided for by the Law on Banks), the Bank shall provide them in writing with information on/about the following within three business days from the date of receipt of the request:

- 1) the amount of money paid to the bank;
- 2) the amount of overdue debt (if any);
- 3) the remaining debt;
- 4) the amounts and dates of scheduled payments;
- 5) the credit limit (if any).

279. Upon the application of the Customer the Bank shall, within no more than three business days, provide free of charge and no more than once a month, information in writing on the allocation of incoming funds of the Customer (borrower) towards the repayment of the debt under the bank loan agreement.

280. Upon the application of Customer for partial or full early repayment of the funds provided by the Bank under the bank loan agreement, the Bank shall, free of charge and within no more than three business days, notify the Customer in writing of the amount due for repayment.

281. The Bank shall collect the debt under the bank loan agreement in the manner and on the grounds established by the banking legislation of the Republic of Kazakhstan and the agreement of the bank loan.

282. Upon the occurrence of a delinquency in the performance of monetary obligations under the bank loan agreement, the Bank shall notify the borrower no later than 10 (ten) calendar days from the date of its occurrence in the manner provided for in the bank loan agreement, regarding the need to make payments under the bank loan agreement, as well as through informatization objects.

The notification contains:

- ✓ the amount of overdue payments as of the date specified in the notification;
- ✓ demand for payment of overdue amounts;
- ✓ explanation of the consequences of the borrower's non-performance of its obligations under the bank loan agreement;

for the borrower who is an individual: an indication of the borrower's right to apply to the bank with a proposal to amend the bank loan agreement in the manner determined by paragraph 2 of Article 61 of the Law on Banks.

283. In the event of failure to satisfy the requirements arising from the notification, the Bank shall be entitled to apply to the borrower the measures provided for by Articles 61 and 62 of the Law on Banks, depending on the category of the borrower.

§ 9. Rights, obligations and liability of the Bank and Customer

284. Basic rights of the Bank:

the Bank shall be entitled to require the Customer to properly perform its obligations to repay the borrowed funds;

the Bank shall be entitled to require the Customer to properly perform its obligations to pay the interest and fees due to the Bank;

the Bank shall be entitled to require the Customer to pay a penalty and compensate for losses;

the Bank shall be entitled to monitor the use of Customer's borrowed funds;

the Bank shall be entitled to verify the financial condition, including the solvency of the Customer, including requiring the Customer to submit financial statements;

the Bank shall be entitled to require the Customer to submit documents necessary for the Bank to exercise its rights as a creditor, including documents reflecting the regularity and completeness of loan repayment payments, and documents reflecting the source of loan repayment;

the Bank shall be entitled to require the persons providing security to submit documents necessary to verify their financial condition, including their solvency;

the Bank shall be entitled to carry out work with Customers and third parties to recover the borrowed funds;

the Bank shall be entitled to require the Customer to make early repayment of all debt under the loan to the Bank in the manner provided for by the relevant credit line agreement/bank loan agreement and the legislation of the Republic of Kazakhstan;

in the event of misuse of borrowed funds, the Bank shall be entitled to suspend or terminate the provision of funds to the Customer unilaterally at any time;

the Bank shall be entitled to revoke/suspend, at its own discretion, the provision of loans in cases provided for by the relevant credit line agreement/bank loan agreement and the legislation of the Republic of Kazakhstan.

The Bank retains the exclusive right to resolve issues related to the conduct of bank loan operations, including:

establishing a list of documents required to conduct a project appraisal;

determining a list of issues for which a project appraisal is conducted;

reserving or not reserving funds (borrowed funds) for the Customer to ensure the maintenance of the credit line limit;

acceptance from Customer of early repayment of the loan, payment of interest, fees, and penalties. Fees, penalties or other types of punitive sanctions are not charged for the early repayment of loans to individuals not involved in entrepreneurial activities. Fees, penalties, or other types of punitive sanctions are not charged for the early repayment of loans to legal entities, except in cases of partial or full early repayment of the principal debt within six months from the date of receipt of a loan issued for a term of up to one year, or within one year from the date of receipt of a loan issued for a term exceeding one year;

acceptance of loan repayment, payment of interest, penalties, and fees, including early repayment, from third parties;

acceptance of a proposal from the Customer to change the collateral;

imposing on the Customer an obligation to insure property interests in accordance with terms determined by the Bank, which may not include restricting the Customer in the choice of an insurance organization and (or) an appraiser;

termination of its obligation to provide Customer with borrowed funds after the expiration of the availability period established under the credit line, when Customer has not fully utilized the total amount of the credit line;

the provision of a credit line or a loan to third parties specified by the Customer;

establishing cases in which the Bank may unilaterally amend the lending terms to the benefit of the borrower in accordance with the legislation of the Republic of Kazakhstan;

establishing cases in which the Bank may unilaterally amend the bank loan agreement with a legal entity interest rate established as of the date of conclusion, except for cases:

1) the borrower's breach of its obligations to provide reliable information related to the receipt and servicing of the loan, in cases provided for by the bank loan agreement;

2) the Bank acquiring the right to demand early performance of obligations under the bank loan agreement in cases provided for by the Civil Code of the Republic of Kazakhstan, as well as in the following cases provided for by the bank loan agreement:

changes in the composition of the borrower's shareholders (participants) who collectively hold ten percent or more of the voting shares (participation interests) in the borrower's capital, without prior written notice to the bank;

breach by the borrower and (or) the pledgor of the right of the bank, acting as the pledgee, to verify by documents and physically the presence, size, condition and (or) storage conditions of the pledged property;

claims by third parties to the property of the borrower and (or) the pledgor, including property pledged in favor of the bank;

establishing cases in which the Bank, in accordance with the legislation of the Republic of Kazakhstan, may terminate the provision of loans to the Customer;

establishing conditions, the observance and (or) fulfillment of which by the Customer is mandatory at the time of receiving the borrowed funds and during the period of use of the borrowed funds;

establishing cases of default and cross-default (default – facts of non-performance and (or) improper performance by the Customer or third parties of obligations to the Bank, non-performance and (or) improper performance by the Customer of obligations to third parties; cross-default – cases of non-performance and (or) improper performance by the Customer or third parties of obligations to the Bank that provide grounds to believe a default is possible and allow the Bank to declare a default);

establishing the order of debt repayment by the Customer;

give consent to the Customer to perform transactions with the Customer's assets, including transactions that create encumbrances or are aimed at the alienation of property;

agreement with Customer on the Customer's assumption of contingent or possible liabilities for the obligations of other persons to third parties;

agreement with Customer on the change of the organizational and legal form of Customer (for legal entities);

determination and application of measures necessary and sufficient to recover the borrowed funds;

transfer the right of claim under the agreement or contract with Customer to other persons, in accordance with the requirements of the legislation of the Republic of Kazakhstan;

give consent to the Customer to transfer its debt to another person.

285. Basic obligations of the Bank:

the Bank shall provide the Customer, upon their first request, with these Rules for review;

the Bank shall post on the internet resource information regarding rates and tariffs for banking and other services provided to individuals and legal entities;

the Bank shall inform the Customer of the list of documents required to conduct a project appraisal;

the Bank shall provide the Customer with a loan within the timeframes, in the amount, and on the terms provided for by the agreement, agreement;

The Bank shall specify in the bank loan agreement all fees and other payments, as well as their amounts, to be charged in connection with the issuance and servicing of the bank loan, and shall be entitled to unilaterally:

increase the amounts of fees and (or) other payments, as well as the procedure for their calculation, established as of the date of conclusion of the bank loan agreement;

introduce new types of fees and (or) other payments within the framework of the concluded bank loan agreement;

in the event of overdue debt under the loan, notify the Customer of the need to make loan payments and of the consequences of the Customer's failure to fulfill its obligations in the manner provided for by the relevant credit line agreement/bank loan agreement;

calculate interest only for the actual number of calendar days the borrower used the loan in the event of partial early repayment or full early repayment of the loan.

286. Basic rights of the Customer:

- the Customer shall be entitled to apply for the provision of a credit line or a loan;
- the Customer shall be entitled to offer additional security to the Bank;
- the Customer shall be entitled to repay the loan amount, interest, and penalties early (exercise of this right depends on the terms of the agreement);
- the Customer shall be entitled to refuse to receive the loan in full or in part, by notifying the Bank before the loan disbursement date established by the agreement;
- the Customer shall be entitled to involve a co-borrower in obtaining a credit line or a loan;
- when the Bank provides a loan not related to entrepreneurial activity for the purchase of goods, works, and services, the loan amount shall be repaid within 14 calendar days in the manner provided for by the relevant credit line agreement/bank loan agreement.

287. Basic obligations of the Customer:

- the Customer shall repay the received loan amount in a timely and full manner;
- the Customer shall pay the interest for the use of borrowed funds in a timely and full manner;
- the Customer shall use the credit line or loan in accordance with the intended purpose (if an intended purpose exists):
- the Customer shall provide the Bank with the documents required by the Bank for the project appraisal;
- the Customer shall pay fees and penalties to the Bank in a timely and full manner;
- the Customer shall properly perform obligations to repay the borrowed funds;
- the Customer shall provide the security required by the Bank;
- the Customer shall provide every possible assistance to the Bank in the Bank's verification of the Customer's performance of obligations, including the targeted use of the credit line and loans, and submit to the Bank during the performance of obligations the necessary documents, including documents reflecting the regularity and completeness of loan repayment payments, documents reflecting the source of loan repayment, and reporting;
- the Customer shall provide every possible assistance to the Bank in the Bank's verification of the financial condition, including the solvency, of the Customer;
- the Customer shall provide the Bank with the necessary assurances and guarantees regarding the conditions specified by the Bank that are required for the Bank to make a decision on granting a credit line or a loan;
- the Customer shall carry out property insurance in accordance with terms determined by the Bank, which may not include restricting the Customer in the choice of an insurance organization and (or) an appraiser;
- the Customer shall annually at its own expense provide the Bank with an appraisal report determining the market value of the collateral (and/or ensure the provision of an appraisal report by the pledgor), prepared by an independent appraiser, in the manner provided for by the relevant credit line agreement / bank loan agreement in cases provided for by the requirements of the authorized state body;
- the Customer shall provide information on contact phone numbers and a contact person (if the Customer is a legal entity), as well as in the event of changes to contact phone numbers and the contact person, by signing an addendum to the credit line agreement/bank loan agreement.

288. The Bank shall be liable for the non-performance or improper performance of the obligation to provide a credit line or loan (unless this resulted from the Bank's lawful refusal to provide a credit line or loan on grounds provided for by legislation and (or) the agreement and (or) the Bank's documents) in the form of compensation for losses caused to the Customer, and (or) in the form of a penalty.

Customer shall be liable to the Bank for the non-performance or improper performance of obligations under the agreement or contract, including in the form of payment of increased interest, a penalty, compensation for losses caused to the Bank, and payment of the Bank's expenses incurred in connection with the Bank's collection of arrears from the Customer.

289. The provisions of these Rules regarding the Customer apply equally to persons who are co-borrowers of the Customer.

Where there is a co-borrower Customer and the co-borrower shall be jointly and severally liable to the Bank.

§ 10. Credit limit on current accounts accessed via a payment card

290. The Bank may provide Customers loans by establishing a credit limit on the card accounts of legal entities and on the card accounts of individual Customers.

Such loans are provided when a Customer performs card operations in the event that the amount of the card operations exceeds the amount of the Customer's own funds in the current account in the card database within the credit limit.

Loans are provided on the terms of payment, timeliness, repayability, and security. The Bank shall be entitled to decide to provide Customer a loan without security, subject to the restrictions and requirements established by the legislation of the Republic of Kazakhstan. The Bank does not provide unsecured loans to persons who have special relationships with the Bank.

The credit limit may be established by:

- the Customer entering into a bank loan agreement with the Bank;
- the Customer entering into a mixed agreement with the Bank, which contains elements of an agreement on the issuance of a payment card and (or) a bank account agreement and (or) a bank loan agreement.

The loan may be provided in national and foreign currency.

Basic rights of the Bank:

- the Bank shall be entitled to accrue interest for the use of the loan;
- on a non-acceptance basis withdraw all amounts of debt of the Customer from the legal entity's card account, the individual's card account, and from any accounts of the Customer, opened in other banks and organizations performing certain types of banking operations, within the territory of the Republic of Kazakhstan and outside it;

- the Bank shall be entitled to establish cases of non-performance or improper performance by the Customer of obligations, upon the occurrence of which the Bank may require the Customer to make early repayment of the loan:

- the Bank shall be entitled to establish cases of non-performance or improper performance by the Customer of obligations, in the event of which the Customer shall pay an increased interest;

- the Bank shall be entitled to establish cases of non-performance or improper performance by the Customer of obligations, upon the occurrence of which the Bank may cancel the credit limit;

- the Bank shall be entitled to use records on machine-readable media as evidence.

The Bank shall provide Customer with a loan within the timeframes, in the amount, and on the terms provided for by the agreement.

Rights of the Customer:

- the Customer shall be entitled to apply to the Bank for the setting of a credit limit on the card account of a legal entity or the card account of an individual;

- the Customer shall be entitled to perform card operations in accordance with the terms of the agreement within the amount of funds on the card account of a legal entity, the card account of an individual, and the credit limit, not contradicting the legislation of the Republic of Kazakhstan and the rules for using a payment card (for individuals);

- the Customer shall be entitled to perform card operations using a loan for the purposes provided for in the agreement (for legal entities):

- the Customer shall be entitled to initiate the cancellation of the credit limit.

Obligations of the Customer:

- the Customer shall perform card operations in accordance with the terms of the agreement within the amount of funds on the card account of a legal entity, the card account of an individual and the credit limit, which do not contradict the legislation of the Republic of Kazakhstan and the rules for using a payment card (for individuals);

- the Customer shall perform card operations using a loan for the purposes provided for in the agreement (for legal entities);

- the Customer shall repay the received loan amount in a timely and full manner;

- the Customer shall pay the interest for the use of borrowed funds in a timely and full manner;

the Customer shall avoid spending funds in excess of the amount of own funds on the card account of a legal entity, the card account of an individual, and the credit limit (overdraft);

in the event of an overdraft, the Customer shall immediately repay the amount of the overdraft incurred, including the increased interest;

the Customer shall provide security.

The Bank shall be liable for the non-performance or improper performance of the obligation to provide a loan (unless this resulted from the Bank's lawful refusal to provide the loan on grounds provided for by legislation and (or) agreement and (or) the Bank's documents) in the form of compensation for damages caused to the Customer and (or) in the form of a penalty.

Customer shall be liable to the Bank for the non-performance or improper performance of obligations under the agreement or contract, including in the form of payment of increased interest, a penalty, compensation for damages to the Bank, and payment of the Bank's expenses incurred in connection with the Bank's collection of Customer's arrears.

Chapter 12. Organization of exchange operations with cash and (or) non-cash foreign currency (conversion)

291. Exchange operations with foreign currency are carried out:

1) with non-cash foreign currency – exchange operations with foreign currency upon the Customer's application for the purchase/sale of foreign currency, provided that Customer has more than one current account with the Bank;

2) with cash foreign currency – operations for the purchase, sale, and exchange of cash foreign currency carried out through exchange offices and automated exchange offices.

292. Exchange operations with non-cash foreign currency are carried out in accordance with the terms defined in the agreement containing a conversion clause between the Bank and the Customer. Documents necessary for the conversion are publicly available and may be provided upon the first request of the Customer. In accordance with the terms of the agreement the Customer submits an application for conversion in the form established by the Bank, duly completed. The maximum period for reviewing the conversion application is three operating days. In the absence of reasons to refuse the acceptance or execution of the conversion application, the Bank shall carry out the exchange operation no later than one operating day from the date of reviewing the application of the Customer.

Depending on whether the Customer has a corresponding agreement with the Bank for conversion, the Customer submits an application on paper or via the Internet Banking system. The Bank verifies the correctness of the completion of the application received from the Customer, and applies the rate at which the operation is to be executed. The execution of operations regarding the review of the application and the decision on its execution is carried out using automation tools. After the application is processed using automation tools, it is passed to a Bank employee who authorizes the operation. If the application is filled out correctly, the authorization of operations is performed and the conversion is carried out. If the application is filled out incorrectly or does not meet the required conditions, the application is returned to the Customer for revision in the manner provided for in the agreement between the Customer and the Bank. If the application does not comply with the requirements of the legislation of the Republic of Kazakhstan Customer shall be notified thereof in the manner provided for in the agreement between the Customer and the Bank. Customer may refuse operations for conversion, for which purpose they shall send a letter to the Bank. After the letter is verified at the Bank, the responsible Bank employee shall authorize the operation to execute the Customer's letter regarding the refusal of operations for conversion.

The Bank shall be entitled to independently:

set and change conversion rates;

establish the operating day;

establish the procedure for accepting conversion applications after the end of the operating day;

set tariffs for conversion services.

The Bank shall be entitled, in the event of the Customer's refusal of exchange operations, to deduct a fee from the Customer's bank account opened with the Bank in accordance with the tariffs, by

means of direct debiting of the account.

The Bank is obliged to carry out a non-cash exchange operation according to the application Customer's at the rate prevailing at the Bank on the date of conversion.

Basic rights of the Customer:

the Customer shall be entitled to suggest that the Bank include a conversion clause in the agreements;

the Customer shall be entitled to use the Bank's conversion services.

Obligations of the Customer:

the Customer shall comply with the legislation of the Republic of Kazakhstan regarding the terms and conditions of foreign currency conversion,

the Customer shall perform conversion and submit an application for conversion within the limits of the balance in the bank account in the corresponding currency,

the Customer shall submit applications for conversion in accordance with the terms of the agreement containing a conversion clause.

Liability of the Bank and the Customer:

The Bank shall be liable for the untimely performance/non-performance of the Customer's conversion request;

The Customer shall be liable for the incomplete and untimely payment for the Bank's services.

293. Exchange operations with cash foreign currency.

Exchange operations with cash foreign currency are carried out no later than one operating day from the date of the Customer's application to the Bank and provided there are no grounds for refusing the Customer the performance of operations. Upon the Customer's application, the Bank carries out operations for the purchase, sale, and exchange of cash foreign currency in accordance with the rates set by the Bank. When purchasing, selling, and exchanging cash foreign currency, the Bank verifies the authenticity of the currency using technical means for determining the authenticity of banknotes. Confirmation of the exchange operations is a receipt issued by the Bank upon the performance of the exchange operations. When performing an exchange operations the amount of a single exchange operations must not exceed the limit established by the legislation of the Republic of Kazakhstan. After the operations are carried out, the Customer verifies the amount of money received as a result of the exchange operations.

Basic rights of the Bank:

the Bank shall be entitled to independently establish and change buying, selling, and cross rates for operations involving the purchase, sale, and exchange of foreign currency cash;

the Bank shall be entitled to use equipment to identify signs of illegal payment instruments;

the Bank shall be entitled to set and charge a fee for accepting non-payable foreign currency banknotes for collection, for replacing them with payable foreign currency banknotes, or for purchasing non-payable foreign currency banknotes;

the Bank shall be entitled to charge a fee for exchanging foreign currency of earlier emission years for later ones and for breaking currency in cases where the National Bank of the Republic of Kazakhstan establishes a special exchange procedure;

the Bank shall be entitled to refuse to accept counterfeit cash foreign currency;

the Bank shall be entitled to conduct financial monitoring as provided for by the legislation of the Republic of Kazakhstan in the event of the purchase, sale, and exchange of cash foreign currency by the Customer for an amount equal to or exceeding the amount in KZT, or in foreign currency.

Basic obligations of the Bank:

the Bank shall comply with the qualification and other requirements of the legislation of the Republic of Kazakhstan for the establishment, equipping, and functioning of exchange offices, as well as for the accounting of operations with cash foreign currency;

the Bank shall comply with the requirements of the legislation of the Republic of Kazakhstan for establishing the amount of the fee for the replacement and purchase of cash foreign currency.

Basic rights of the Customer:

the Customer shall be entitled to use the Bank's exchange office services:

the Customer shall be entitled to purchase, sell, and exchange foreign currency cash;

the Customer shall be entitled to submit non-payable foreign currency cash for collection.

Basic obligations of the Customer:

the Customer shall be entitled to not present counterfeit national or foreign currency cash for purchase, sale, or exchange;

in cases provided for by the legislation of the Republic of Kazakhstan, for the purpose of proper verification of the Customer, the Customer shall be entitled to present documents provided for by the Bank's internal documents;

the Customer shall be entitled to verify the amount of money received when performing operations with cash foreign currency directly at the exchange office.

Chapter 13. Collection of banknotes, coins and valuables

294. The collection of banknotes, coins and valuables is carried out by Halyk Inkassatsiya Subsidiary of Halyk Bank JSC and other collection organizations with which the Bank has concluded contracts or agreements.

Chapter 14. Opening (Issuance) and Confirmation of a Letter of Credit and Performance of Obligations Thereunder

295. Documentary letter of credit – a form of documentary settlement providing for an irrevocable obligation of the Bank, undertaken by it upon the application and in accordance with the instructions Customer (applicant) or at its own discretion, to make a payment to a specified beneficiary or as directed by the beneficiary, or to accept and pay bills of exchange (drafts), drawn by the beneficiary, or to negotiate against documents provided for by the letter of credit by the established deadline, provided that all terms and conditions of the letter of credit are met.

A letter of credit is a transaction, separate from the agreement of sale and purchase or any other agreement, on which it may be based.

The opening (issuance) and confirmation of a letter of credit shall be carried out in accordance with these Rules and internal documents defining the procedure for conducting documentary operations for the issuance and servicing of letters of credit, as approved by the authorized bodies of the Bank.

296. The Bank may work with all types of letters of credit, including standby, confirmed, and transferable letters of credit.

297. By security criterion, letters of credit may be secured, meaning they are 100 % backed by cash coverage equal to the amount of the letter of credit, provided that these funds are used for payments under the letter of credit; and unsecured, meaning they are secured by assets other than cash.

298. Performing operations with letters of credit may be accompanied by the Bank providing loans to Customers.

299. In operations with letters of credit, the Bank may act as the issuing bank, executing bank, advising bank, confirming bank, drawee bank, or reimbursing bank. Accordingly, the rights, obligations, and liabilities of the Bank and the Customer are established.

300. The Bank and Customer shall be entitled to use the uniform rules and practices for documentary credits in operations with letters of credit.

301. The amount and term of secured letters of credit issued by the Bank are not limited. However, in the event that a Customer applies for the issuance of a secured letter of credit or for amendments to a secured letter of credit for an amount exceeding KZT 10,000,000,000 (ten billion tenge), and for a term of more than 30 years, approval from the authorized body of the Head Office must be obtained.

Letters of credit at the request of Customers with special relationships with the Bank shall be provided on the basis of decisions of the Board of Directors, except for cases of issuing covered letters of credit in accordance with standard terms approved by a decision of the Board of Directors, provided that the requirements established by the Law on Banks, for transactions with persons having special

relationships with the bank are met.

The Bank shall be entitled to issue bank letters of credit in favor of beneficiaries having special relationships with the Bank, provided that the requirements of the Article 50-5 of the Law on Banks are met.

302. The amounts and terms for providing unsecured letters of credit, as well as the maximum interest rate for risks and the procedure for their payments, are set forth in Annex 6 to these Rules.

The maximum amounts and terms for providing confirmed letters of credit, reimbursable obligations, and discounting of deferred payment under a letter of credit, as well as the maximum interest rate are specified in Annex 6 to these Rules.

303. The rates and fees for the technical issuance and maintenance of a letter of credit are specified in Annex 1 to these Rules. The collection of rates and fees for the technical issuance and maintenance of a letter of credit is carried out on the day the operations are performed.

304. The maximum period for the review and issuance of a secured letter of credit is 1 day from the moment the Bank receives a full set of documents from the Customer.

305. The maximum period for the review of the issuance of an unsecured letter of credit shall not exceed 180 calendar days.

306. In operations with letters of credit, the Bank shall undertake the following obligations: in accordance with the terms and conditions of the letter of credit, including with respect to the method of its performance;

for the verification of documents submitted to perform actions with letters of credit.

When providing Customer a loan as part of operations with letters of credit, the Bank shall maintain a credit file.

307. The Bank's Basic rights in operations with letters of credit:

the Bank shall be entitled to set a fee for services upon the issuance of a letter of credit and upon the performance of a letter of credit;

when providing a loan to a Customer as part of operations with a letter of credit, the Bank shall be entitled to exercise the rights of a lender;

the Bank shall be entitled to refuse to accept documents if, based on their outward appearance, they do not comply with the terms and conditions of the letter of credit;

the Bank shall be entitled to receive reimbursement of its expenses when performing operations with letters of credit.

308. The basic right of the Customer is to provide instructions to the Bank on the execution of the letter of credit.

309. The Bank shall be liable for the non-performance or improper performance, without valid reasons, of the obligations undertaken under the terms of the letter of credit.

310. Customer's Liability:

for the non-performance or improper performance of obligations to pay for the Bank's services regarding operations with letters of credit;

Customer shall be liable for the non-performance or improper performance of the borrower's obligations (in the event that the Bank provides a loan to the borrower as part of operations with a letter of credit).

Chapter 15. Issuance of bank guarantees providing for performance in monetary form (with the exception of interbank guarantees)

311. Operation of the Bank to provide a guarantee is an obligation issued by the Bank (guarantor) on behalf of its Customer in favor of a third party (beneficiary) in written or electronic form, consisting of the payment of a sum of money by the Bank (guarantor) upon the written demand of the beneficiary, drawn in accordance with the terms of the guarantee, accompanied by documents that may be specifically stipulated in the guarantee. Electronic form is understood as the transmission of the text of the guarantee by means of a coded electronic message (number, SWIFT, telex, etc.), which serves as confirmation of the authenticity of the issued guarantee.

312. By security criterion, guarantees may be secured, meaning they are backed by 100% cash

coverage, and unsecured, meaning they are secured by assets other than cash.

313. The Bank shall perform operations in accordance with these Rules and internal documents defining the procedure for conducting documentary operations for the issuance and servicing of guarantees, as approved by the Bank's authorized bodies.

The Bank performs operations with such types of guarantees as, in particular, tender guarantees, loan repayment guarantees, advance payment guarantees, payment guarantees, performance guarantees, counter-guarantees, and guarantees under counter-guarantees of counterparty banks.

314. To issue a guarantee in favor of a beneficiary, the Bank shall enter into a guarantee agreement with the applicant.

315. A beneficiary's demand to the Bank under a guarantee must strictly comply with the terms of the guarantee. For the Bank to fulfill its obligations under the guarantee, the beneficiary shall deliver a demand to the Bank, attaching all necessary documents in accordance with the terms of the guarantee.

316. A guarantee shall be executed in writing or in a form equivalent thereto.

317. The amount and term for the issuance of secured guarantees by the Bank are not limited. However, in the event that Customer applies for the issuance of all types of secured guarantees/amendments to all types of secured guarantees for an amount exceeding KZT 10,000,000,000 (ten billion), and for a term of more than 30 years, and for a secured guarantee issued without specifying its calendar expiration date for an amount exceeding KZT 10,000,000,000 (ten billion) approval from the authorized body of the Head Office must be obtained.

However, when issuing a secured guarantee or making amendments to a secured guarantee through a regional office of the Bank, approval from the authorized body of the Head Office is required for a guarantee exceeding the amount of KZT 30,000,000 (thirty million) and for a term of more than 30 years, and for a secured guarantee issued without specifying its calendar expiration date for an amount exceeding KZT 30,000,000 (thirty million).

Secured guarantees issued at the request of Customers with special relationships with the Bank shall be provided on the basis of decisions of the Board of Directors, except in cases of issuing secured guarantees in accordance with standard terms approved by a decision of the Board of Directors, subject to the requirements and restrictions established by the Law on Banks applicable to transactions with persons having special relationships with the Bank.

The Bank shall be entitled to issue bank guarantees in favor of beneficiaries having special relationships with the Bank, provided that the requirements of Article 50-5 of the Law on Banks are complied with.

318. The amounts and terms for providing unsecured guarantees, as well as the maximum interest rate for risks and the procedure for their payments, are reflected in Annex 6 to these Rules. No risk interest is charged for secured guarantees.

The maximum amounts and terms for providing guarantees against counter-guarantees of counterparty banks, as well as the maximum interest rate are specified in Annex 6 to these Rules.

Unsecured guarantees at the request of Customers with special relationships with the Bank shall be provided on the basis of decisions of the Board of Directors, subject to the requirements established by the Law on Banks, for transactions with persons with special relationships with the Bank.

319. The maximum rates and fees and tariffs for the technical issuance and maintenance of guarantees are specified in Annex 1 to these Rules. The collection of rates and fees for the technical issuance and maintenance of guarantees is carried out on the day the operations are performed.

320. The maximum period for the review and issuance of a secured guarantee is 1 day from the moment the Bank receives a full set of documents from the Customer.

321. The maximum period for the review of the issuance of an unsecured guarantee shall not exceed 180 calendar days.

322. The Bank's Basic rights:

the Bank shall be entitled to set a fee for the use of the guarantee;

the Bank shall be entitled to set a fee for the technical issuance of the guarantee;

the Bank shall be entitled to require the Customer to provide security;

the right of recourse against the Customer in the amount of the obligation fulfilled by the Bank under the guarantee in favor of the beneficiary;

the Bank shall be entitled to require the Customer to provide documents necessary for the examination and decision on the issuance of the guarantee;
 the Bank shall be entitled to verify the financial condition of the Customer (applicant);
 the Bank shall be entitled to verify the condition of the security;
 the Bank shall be entitled to issue guarantees as part of credit lines;
 the Bank shall be entitled to join the Customer (applicant) as a party to the court proceedings in the event that the beneficiary brings a claim against the Bank.

323. The Bank's Basic obligations:

the Bank shall issue a guarantee in favor of the beneficiary;
 the Bank shall notify the beneficiary in writing of its liability for the performance of the obligation by the applicant (Customer);
 the Bank shall verify documents submitted by the beneficiary in support of its claims.

324. Basic rights of the applicant (Customer):

the Customer shall be entitled to require the Bank to fulfill its obligations under the guarantee agreement;

the Customer shall be entitled to apply to the Bank to make amendments to the guarantee.

325. Basic obligations of the applicant (Customer):

upon the Bank's request, the Customer shall provide the documents necessary for the examination and decision on the issuance of the guarantee, and during the term of the guarantee agreement:

the Customer shall provide security upon the Bank's request;

the Customer shall pay interest and fees to the Bank in a timely and full manner;

assist the Bank in conducting checks of the Customer's financial condition and ensuring:

in the event that the Bank fulfills the obligation to pay the guarantee amount, the Customer shall be entitled to reimburse the Bank for the full guarantee amount or the corresponding part of the guarantee amount (if such a condition is provided for by the agreement).

326. General provisions on the liability of the Bank and Customer (applicant):

The Bank shall be liable to the applicant in accordance with the terms of the guarantee and in an amount not exceeding the amount specified in the guarantee;

Customer shall be liable for the non-performance or improper performance of obligations under the guarantee agreement/credit line agreement.

327. Customer shall be liable for the non-performance or improper performance of the obligation to reimburse the Bank for the guarantee amount (if the agreement provides for an obligation of the Customer to reimburse the Bank for the full guarantee amount or a part thereof in the event that the Bank fulfills the obligation to pay the guarantee amount).

328. Customer shall be liable for the non-performance or improper performance of the borrower's obligations (in the event that the Bank provides a loan to the borrower as part of operations with the guarantee).

Chapter 16. Issuance of bank sureties and other obligations for third parties providing for performance in monetary form (with the exception of interbank sureties).

329. Operation of the Bank to provide bank surety is an obligation issued by the Bank (surety) in favor of a third party (beneficiary) in writing, consisting of the payment by the Bank (surety) of a sum of money upon a written demand of the beneficiary, drawn up in accordance with the terms of the surety, accompanied by documents that may be specifically stipulated in the surety, if such obligation is issued upon the request of the applicant (debtor – Customer) or upon the request of a bank acting upon the request of the applicant (debtor – Customer). Under a surety, the Bank is subsidiarily liable to the beneficiary – creditor for the performance of the obligation of the applicant (Customer – debtor) subsidiarily (as a subsidiary (additional) debtor) together with the applicant – paying the beneficiary all or part of the amount remaining in the event of incomplete satisfaction by the applicant (Customer-debtor) of the demand presented to them by the beneficiary – creditor.

Before presenting demands to the Bank, the beneficiary-creditor must take reasonable measures to have the demand satisfied by the principal (Customer-debtor).

330. By security criterion, guarantees may be secured (guarantees backed by 100% cash coverage) and unsecured (guarantees issued within credit lines, or guarantees secured by coverage other than cash).

331. The Bank shall issue guarantees only for the obligations of the principal (Customer-debtor) that provide for performance in monetary form.

332. To issue a surety in favor of a beneficiary, the Bank shall enter into a surety agreement with the principal (Customer-debtor).

A surety agreement shall be executed in writing or in a form equivalent thereto.

333. The Bank's Basic rights:

the Bank shall be entitled to set a fee for the use of the suretyship;

the Bank shall be entitled to set a fee for the provision of the suretyship;

the Bank shall be entitled to require the principal (the Customer - debtor) to provide security;

The Bank shall have the right of recourse against the principal (Customer-debtor) in the amount of the obligation fulfilled by the Bank under the surety in favor of the beneficiary;

the Bank shall be entitled to require the principal (the Customer-debtor) to provide documents necessary for the examination and decision on the issuance of the surety;

the Bank shall be entitled to verify the financial condition of the principal (the Customer-debtor);

the Bank shall be entitled to verify the condition of the security;

the Bank shall be entitled to provide suretyships as part of credit lines;

the Bank shall be entitled to join the principal (Customer-debtor) as a party to the court proceedings in the event that the beneficiary brings a claim against the Bank.

334. The Bank's Basic obligations:

the Bank shall provide a suretyship in favor of the beneficiary;

the Bank shall notify the beneficiary in writing of its liability for the performance of the obligation by the principal (the Customer-debtor);

the Bank shall verify documents submitted by the beneficiary in support of its claims.

335. Basic rights of the Principal (Customer-debtor):

the Principal shall be entitled to require the Bank to fulfill its obligations under the guarantee agreement;

the Principal shall be entitled to apply to the Bank to extend the term of the guarantee.

336. Basic obligations of the Principal (Customer-debtor):

upon the Bank's request, shall provide the documents necessary for the examination and decision on the issuance of the surety, and during the term of the agreement on the issuance of the surety;

shall provide security upon the Bank's request;

shall pay interest and fees to the Bank in a timely and full manner;

shall assist the Bank in conducting checks of the financial condition of the principal (the Customer-debtor) and the collateral;

in the event that the Bank fulfills the obligation to pay the surety amount, shall reimburse the Bank for the full surety amount or the corresponding part of the surety amount (if such condition is provided for by the agreement).

337. Liability of the Bank and the Customer (principal):

The Bank shall be liable to the beneficiary in accordance with the terms of the surety and in an amount not exceeding the amount specified in the surety;

the Principal (Customer-debtor) shall be liable for the non-performance or improper performance of obligations under the surety agreement/credit line agreement;

the principal (Customer-debtor) shall be liable for the non-performance or improper performance of the obligation to reimburse the Bank for the surety amount (if the agreement provides for an obligation of the principal (Customer-debtor) to reimburse the Bank for the full amount of the surety or a part thereof in the event the Bank fulfills the obligation to pay the surety amount).

Chapter 17. Purchase, acceptance as collateral, accounting, storage and sale of refined precious metals (gold, silver, platinum, platinum group metals) in bars, and precious metal coins

338. The Bank may perform operations for the purchase, accounting, storage and sale of refined precious metals (gold, silver, platinum, metals of the platinum group) in mini-bars and precious metal coins. In cases where these operations are performed by the Bank on behalf of Customers, such operations are carried out in accordance with the terms of agreements, concluded with Customers.

Refined precious metals are purchased by the Bank in mini-bars. Refined precious metals and precious metal coins are purchased from non-resident Customers in KZT and in foreign currency, and from resident Customers in KZT through the cash desks of the Bank's branches. The Bank posts information regarding the branches that perform the purchase of refined precious metals and precious metal coins in the outlets of the Bank's branches and on the Bank's website. The Bank accepts mini-bars and precious metal coins from the Customer, verifies the compliance of the packaging with established requirements, and checks for the presence of a certificate. When purchasing refined precious metals from Customers, the Bank's branch sends mini-bars and precious metal coins to the branch of the National Bank of the Republic of Kazakhstan in advance for examination within the timeframes established in the service agreement for the examination. At the same time, the Customer is issued a letter confirming the receipt of the mini-bar or precious metal coins by the Bank's branch and their dispatch for examination to the National Bank of the Republic of Kazakhstan. Mini-bars and precious metal coins are accompanied by a quality certificate from the National Bank of the Republic of Kazakhstan. Mini-bars and precious metal coins are accompanied by a quality certificate from the National Bank of the Republic of Kazakhstan. The purchase price for mini-bars and precious metal coins is established by the Bank. Within the period specified in the letter, Customer contacts the Bank to receive the results of the examination by the National Bank of the Republic of Kazakhstan, submits the branch letter, and pays the examination fee. In the absence of grounds for refusal of operations and provided that the information in the cash documents is correct, the Bank accepts mini-bars and coins from the Customer, and Customer issues money to the Customer as payment for the mini-bars and precious metal coins. Customer verifies that the amount of money issued corresponds to the amount specified in the cash document and recounts the money. The maximum period for performing operations is one month from the date the Customer contacts the Bank with an offer to sell metals and coins to the Bank.

Refined precious metals are sold by the Bank in mini-bars. Refined precious metals and precious metal coins are sold to non-resident Customers in KZT and in foreign currency, and to resident Customers in KZT by the Customers depositing money into the Bank's cash desk. The Bank posts information about the branches that sell refined precious metals and precious metal coins in the Bank's branch outlets and on the Bank's website. The sale price of mini-bars and precious metal coins is established by the Bank. The Customer contacts a Bank branch to complete the documents for the purchase of mini-bars and/or precious metal coins. If mini-bars and precious metal coins are available at the Bank branch, provided there are no grounds for refusing to perform operations and after the Customer has paid the purchase price for the mini-bars and coins, the Bank employee accepts and counts the money, and the Customer verifies the integrity of the packaging and the presence of a certificate for the mini-bars and coins, as well as the correspondence of the issued mini-bars and coins with those specified in the cash document issued upon the sale of the mini-bars and coins. The maximum period for performing operations is no more than two business days from the date of the Customer's application to the Bank for the purchase of metals and coins.

The acceptance as collateral of refined precious metals and coins made of precious metals may be carried out to secure the fulfillment of the Customer's obligations and/or the obligations of third parties to the Bank. The acceptance as collateral of refined precious metals and coins made of precious metals is formalized by a pledge agreement concluded between the Bank (pledgee) and the pledgor, if the pledgor is simultaneously the debtor, or between the pledgor and the debtor, if the pledgor is not the debtor.

339. The Bank's Basic rights:

- the Bank shall be entitled to set a fee for conducting operations;
- the Bank shall be entitled to establish the time during which the Bank conducts operations;
- the Bank shall be entitled to establish restrictions on conducting operations;
- the Bank shall be entitled to organize the transportation of refined precious metals;
- the Bank shall be entitled to refuse Customer the performance of operations if there are facts

indicating a possible violation of the law during the performance of operations.

When performing operations for the purchase and sale of mini-bars and precious metal coins, the Bank conducts financial monitoring as provided for by the legislation of the Republic of Kazakhstan.

340. The Bank's Basic obligations:

the Bank shall timely pay for refined precious metals and precious metal coins purchased from the Customer;

the Bank shall maintain records of refined precious metals in accordance with the terms of the agreement concluded with the Customer agreement;

when selling refined precious metals and precious metal coins, the Bank shall provide the Customer with documents for the metals and coins being sold.

341. The Customer shall be entitled to:

independently select refined precious metals and precious metal coins for purchase from the metals and coins offered by the Bank for sale;

when the Bank acquires refined precious metals and precious metal coins, offer the Bank to purchase refined precious metals and precious metal coins belonging to the Customer.

342. Basic obligations of the Customer:

the Customer shall submit refined precious metals and precious metal coins with certificates to the Bank;

the Customer shall timely pay for refined precious metals and precious metal coins purchased from the Bank;

the Customer shall reimburse the Bank for expenses incurred in conducting an expert examination of refined precious metals and precious metal coins acquired by the Bank.

343. The Bank and the Customer shall be liable for the non-performance and (or) improper performance of their obligations under the agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement. At the same time, a penalty may be established for the untimely or incorrect crediting of the Customer's funds received from the sale of refined precious metals, and for the untimely payment by the Customer of the Bank's services and expenses.

Chapter 18. Purchase, acceptance as collateral, accounting, storage, and sale of jewelry containing precious metals and (or) precious stones

344. The Bank performs operations for the purchase, acceptance as collateral, accounting, storage, and sale of jewelry containing precious metals and (or) precious stones.

345. According to the legislation of the Republic of Kazakhstan:

- jewelry containing precious metals - items, with the exception of coins made of precious metals, manufactured from precious stones, precious metals and their alloys using various types of artistic processing, with or without inserts of precious stones and other materials of natural or artificial origin, used as various ornaments, utilitarian household items, and (or) for cult and decorative purposes;

- precious stones – natural diamonds, emeralds, rubies, sapphires, and alexandrites, as well as natural pearls in raw (natural) and processed form. Unique amber formations are equated to precious stones;

- precious metals – gold, silver, platinum, and platinum group metals (palladium, iridium, rhodium, ruthenium, and osmium) in any state or form.

346. Operations specified in this chapter shall be performed on the basis of purchase and sale agreements, pledge agreements, and storage agreements concluded between the Bank and the Customer. Other names for agreements may also be used. The terms of such agreements may be present in mixed agreements.

For agreements, forms developed by the Bank are used. The methods of concluding agreements are determined by the Bank. Such methods may include the signing of a single document by the Bank and the Customer, or the accession of the Customer to the agreement.

347. The Bank performs the operations specified in this chapter only with those jewelry items containing precious metals and (or) precious stones that:

are not restricted in circulation;

which comply with the requirements of the legislation of the Republic of Kazakhstan for such jewelry containing precious metals and (or) precious stones, including, but not limited to, the presence of assay marks, a maker's mark, the registration of the maker's mark with an authorized organization, and, in cases required by the legislation of the Republic of Kazakhstan, the presence of relevant documents.

348. Customers of the Bank for the operations specified in this chapter shall be individuals who are residents of the Republic of Kazakhstan.

349. The need to sell jewelry items containing precious metals and (or) precious stones to the Customers specified in this chapter is determined by the Bank only subject to a prior analysis by the Bank of the market demand for such jewelry items among individuals who are residents of the Republic of Kazakhstan.

The need to purchase jewelry items containing precious metals and (or) precious stones from the Customers specified in this chapter is determined by the Bank only subject to a preliminary analysis by the Bank of the market demand for such items among individuals who are residents of the Republic of Kazakhstan.

The Bank independently determines its subdivisions for the storage of jewelry items containing precious metals and (or) precious stones accepted from the Customers specified in this chapter. The Bank ensures that the premises in such subdivisions comply with the requirements of the legislation of the Republic of Kazakhstan. For the storage of jewelry items containing precious metals and (or) precious stones accepted from the Customers specified in this chapter, the Bank shall be entitled to enter into agreements with legal entities that have the right to store such property according to the legislation of the Republic of Kazakhstan.

350. When pledging jewelry containing precious metals and (or) precious stones, in particular:

The Bank independently determines the possibility of accepting these items as collateral and the types of operations, under which they may be accepted as collateral;

The Bank prepares the agreement form for the pledge of the specified items;

the pledge agreement shall provide for the terms and conditions that according to the legislation of the Republic of Kazakhstan, a pledge agreement must contain, as well as terms and conditions that may be determined at the discretion of the parties to the agreement;

An appraisal of these items is carried out for the purpose of the pledge.

351. When conducting transactions with jewelry items containing precious metals and (or) precious stones, the Bank and the Customer shall be entitled to apply to an authorized organization for their expert examination in accordance with the legislation of the Republic of Kazakhstan.

352. The Bank's Basic rights and obligations.

In addition to the rights set forth in this chapter, the Bank shall be entitled to:

require Customer to properly perform the terms of the agreement;

exercise its rights as a pledgee in accordance with the pledge agreement;

refuse to perform operations with jewelry items containing precious stones and (or) precious stones.

The Bank shall undertake to:

properly perform its obligations under the agreement;

when exercising its rights under the agreement, avoid actions aimed at causing harm to the Customer.

353. Basic rights and obligations of the Customer.

Customer shall be entitled to:

require the Bank to properly perform the terms of the agreement;

independently determine its needs for conducting operations with jewelry items containing precious metals and (or) precious stones with the Bank.

Customer shall undertake to:

properly perform its obligations under the agreement;

when exercising its rights under the agreement, avoid actions aimed at causing harm to the Customer.

354. General provisions on liability:

The Bank shall be liable for the non-performance or improper performance of the terms concluded with the Customer in the agreements;

Customer shall be liable for the non-performance or improper performance of the terms concluded with the Bank in the agreements.

Chapter 19. Bill of exchange operations: acceptance of bills of exchange for collection, provision of services for payment of a bill of exchange by the payer, payment of domiciled bills of exchange, acceptance of bills of exchange through mediation

355. The Bank provides the Customer-bill holder with bill collection services, namely the presentation of bills for payment and the receipt of payment thereunder in favor of the Customer-bill holder upon the instruction of Customer. The Bank's bill collection services are provided to the Customer on the basis of an agreement. When performing operations for bill collection for the Customer, all tax obligations are borne by the Customer.

The Bank shall perform operations in accordance with these Rules and internal documents regulating the procedure for providing operations with promissory notes, approved by the authorized bodies of the Bank.

356. The maximum period for the review of operations with promissory notes is up to five business days from the moment the Bank receives a full set of documents from the Customer.

357. Rates and fees for operations with promissory notes are charged based on the Bank's current tariffs at the time the operations are performed, within the maximum limits specified in Annex 1 to these Rules. The collection of rates and fees is carried out on the day the operations are performed.

358. Basic rights of the Bank:

the Bank shall be entitled to advise the Customer on matters related to the circulation of bills;

the Bank shall be entitled to set a fee for services for the collection of bills;

the Bank shall be entitled to require Customer to pay all costs and (or) expenses incurred by the Bank in (for) receiving payment on the bills;

the Bank shall be entitled to verify the correctness of the drafting of bills and the correctness of the execution of endorsements on bills;

the Bank shall be entitled to not accept bills for collection in cases of non-compliance of the bills with the requirements of the legislation of the Republic of Kazakhstan and (or) the Bank, or if the bills are presented later than the established agreement period;

The Bank shall be entitled to exercise the right of recourse against the persons liable under the bills, including in the event of the payer's refusal to pay the bills, or non-receipt of payment on the bill;

the Bank shall be entitled to present bills to a notary for the drawing up of a protest for non-payment;

the Bank shall be entitled to take necessary measures to recover amounts under the bill from the payer without their consent.

359. The Bank's Basic obligations:

the Bank shall accept bills for collection in case of their compliance with the requirements of the legislation of the Republic of Kazakhstan and the Bank;

the Bank shall present the bills to the payer for payment within the time limits specified in the bills and in the instruction;

upon receipt of payment on the bills, the Bank shall accept the funds and transfer them to the Customer;

the Bank shall store unpaid bills for the period specified in the agreement.

The Customer shall be entitled to give the Bank a collection order, specifying therein the instructions necessary for the execution of the order.

360. Basic obligations of the Customer:

the Customer shall submit bills to the Bank executed in accordance with the requirements of the legislation of the Republic of Kazakhstan;

the Customer shall transfer the originals of the bills to the Bank within the time limit established

by the agreement;

the Customer shall transfer the collection order to the Bank within the time limit established by the agreement;

the Customer shall pay the Bank's fees for operations on the collection of bills in a timely and full manner;

the Customer shall pay all costs and (or) expenses incurred by the Bank in (for) receiving payment on the bills in a timely and full manner;

the Customer shall independently pay of all tax liabilities.

361. The Bank and the Customer shall be liable for the non-performance and (or) improper performance of their obligations under the agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement.

362. The Bank provides Customer with bill domiciliation services. Customer instructs the Bank to make a non-cash payment on behalf of and at the expense of Customer-bill issuer for commercial simple and (or) transferable bills. When bills are paid by the Customer-bill issuer, all tax obligations shall be borne by the Customer-bill issuer. The Bank's bill domiciliation services are provided Customer on the basis of the agreement.

363. Basic rights of the Bank:

the Bank shall be entitled to advise the Customer on matters related to the circulation of bills; set fees for bill domiciliation services; verify the authenticity of the bills presented;

the Bank shall be entitled to monitor the payment deadlines of domiciled bills;

the Bank shall be entitled to refuse to make an endorsement on bills on the grounds provided for by the legislation of the Republic of Kazakhstan and the agreement;

the Bank shall be entitled to not make a payment (refuse to make a payment) in cases provided for by the legislation of the Republic of Kazakhstan and the agreement;

the Bank shall be entitled to debit from the Customer's accounts in the Bank, in other banks, or in organizations performing certain types of banking operations, the necessary amount of money to make payment on the bills on a non-acceptance basis.

364. The Bank's Basic obligations:

in accordance with the terms of the agreement, the Bank shall make an endorsement on the bills indicating that the Bank acts as the domiciliary for the bills;

the Bank shall make payment on the bills by non-cash transfer on the terms established in the agreement;

the Bank shall transfer the originals of the bills received from the bill holders, for which payment has been made in accordance with the terms of the agreement, to the Customer.

365. Basic rights of the Customer:

the Customer shall be entitled to transfer the bills to the Bank for domiciliation;

the Customer shall be entitled to request information from the Bank reflecting the number of paid bills.

366. Basic obligations of the Customer:

the Customer shall submit the original bills to the Bank;

the Customer shall specify to the Bank its bank account from which the Bank, under the terms of the agreement, may debit funds for the purpose of making payments under the bills;

the Customer shall provide the Bank with consent to debit funds from its account in the Bank and (or) in other banks or organizations performing certain types of banking operations, for the purpose of making payments under the bills;

the Customer shall provide the Bank with an amount of money sufficient for making payment under the bills:

the Customer shall pay the Bank's fees in a timely and full manner.

The Bank and the Customer shall be liable for the non-performance and (or) improper performance of their obligations under the agreement in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement.

367. The Bank provides services for the avalization and acceptance of promissory notes and bills of exchange on an agency basis. Payment of a bill may be secured in full or in part of the bill amount by

means of an aval.

Avals and acceptances on an agency basis of the Bank are provided only on bill forms that have identifiable security features. An aval is made on the bill itself or on an allonge. An aval may be given by a separate act specifying the place where it was given. The aval shall specify in whose favor it is given. In the absence of such a record, it is considered to be given for the issuer of a promissory note or the payer of a bill of exchange.

The Bank shall be liable to the same extent as the Customer, for whom it has provided an aval.

The Bank's services for avalization and acceptance on an agency basis are provided to the Customer under an agreement.

When providing avalization and acceptance on an agency basis, the review and execution of the draft for the provision of an aval or acceptance are carried out in a manner similar to the procedure for issuing bank guarantees.

When providing avalization and acceptance on an agency basis:

- 1) The Bank shall be entitled to:
 - advise the Customer on matters related to the circulation of bills;
 - establish cases when it shall be entitled to refuse Customer to provide an aval on a bill;
 - verify the validity of the bill;
 - require the Customer to provide security for the Customer's obligations under the agreement;
 - require Customer to provide information and documents provided for by the legislation of the Republic of Kazakhstan and agreement, which are, in the Bank's opinion, necessary for the performance of the terms of the agreement;
 - recourse against the Customer in the amount of the obligation fulfilled by the Bank under the bills in favor of the legitimate bill holders;
 - monitor the financial and economic condition of the bill payer;
- 2) The Bank shall undertake to:
 - accept the original bill from the Customer and provide an aval thereon in accordance with the terms of the agreement;
 - pay the lawful bill holders, upon their first demand, the full or partial amount of the aval in accordance with the terms of the agreement;
- 3) Customer shall be entitled to:
 - require the Bank to properly perform the terms of the agreement and the Bank's obligations in accordance with the agreement;
 - require the Bank to provide information and documents relevant to the Bank's performance of the terms of the agreement;
- 4) Customer shall undertake to:
 - submit to the Bank for verification of the validity of the bill;
 - submit to the Bank the information and documents required by it, including confirmation that the bills are commercial bills in the course of performance of the agreement;
 - provide security to the Bank;
 - perform its obligations to the Bank in a timely and proper manner in accordance with the terms of the agreement on the provision of an aval on the bill;
 - upon the Bank's fulfillment of the claims of lawful bill holders under the bills, fully or partially reimburse the amount of the aval and all documented expenses incurred by the Bank, or enter into a bank loan agreement with the Bank for the amount paid by the Bank under the bill;
 - transfer the security under the aval of the bill to a bank loan.

The Bank and Customer shall be liable for the non-performance and (or) improper performance of their obligations under the agreement on the provision of an aval on a bill in accordance with the legislation of the Republic of Kazakhstan and on the terms established by the agreement.

Chapter 20. Implementation of Leasing Activities

368. Leasing activities are carried out by the Bank's subsidiary – Halyk Leasing JSC.

369. In addition to the implementation of leasing activities by its subsidiary, the Bank shall also

be entitled to independently carry out leasing activities.

370. In leasing operations, the Bank acquires property from a seller and provides it to a lessee for temporary possession and use.

Leasing operations are formalized by a agreement of leasing between the Bank and the Customer.

371. Securities and natural resources cannot be the subject of leasing.

372. Basic rights of the Bank:

the Bank shall be entitled to require the lessee to provide documents for the decision on the transfer of property to the lessee for temporary possession and use;

the Bank shall be entitled to exercise control over the lessee's compliance with the terms of the agreement in accordance with the leasing agreement;

the Bank shall be entitled to require the lease payments, interest, and compensation for losses due to it;

the Bank shall be entitled to recover, including on an uncontested basis, the subject of the lease from the lessee in cases provided for by the legislation of the Republic of Kazakhstan;

the Bank shall be entitled to exercise the protection of its rights to the subject of the pledge;

the Bank shall be entitled to establish the terms and conditions for the transfer of ownership of the subject of leasing to the lessee;

the Bank shall be entitled to set the interest for the transfer of the subject of leasing to the lessee for temporary possession and use;

the Bank shall be entitled to require the lessee to insure the subject of leasing;

the Bank shall be entitled to require the lessor to provide security for the performance of obligations.

373. Basic obligations of the Bank:

the Bank shall acquire the subject of leasing from the seller (if the Bank accepts the lessee's instructions regarding the property to be acquired and the seller of the property);

the Bank shall transfer the subject of leasing to the lessee for temporary possession and use.

374. Basic rights of the Customer-lessee:

the Customer-lessee shall be entitled to propose that the Bank acquire a specific subject of leasing from a specific seller:

the Customer-lessee shall be entitled to possess and usage of the subject of leasing under the terms of the leasing agreement;

the Customer-lessee shall be entitled to assert claims against the seller of the subject of leasing regarding the quality and completeness of the subject of leasing, and the delivery dates thereof;

the Customer-lessee shall be entitled to require compensation for losses in the event of non-performance or improper performance by the Bank of the terms of the leasing agreement.

375. Basic obligations of the Customer-lessee:

the Customer-lessee shall submit documents to the Bank for the Bank to make a decision on the transfer of property to the lessee for temporary possession and use;

the Customer-lessee shall take possession and use of the subject of leasing;

the Customer-lessee shall take use the subject of leasing for the purpose specified by the leasing agreement:

the Customer-lessee shall ensure the safety and proper technical condition of the subject of leasing;

the Customer-lessee shall make lease payments in a timely manner;

the Customer-lessee shall ensure the Bank's unobstructed access to the subject of leasing;

upon expiration of the leasing term, the Customer-lessee shall return the subject of leasing to the Bank or acquire it into ownership (if provided for by the agreement of leasing);

the Customer-lessee shall not dispose of the subject of leasing without the prior consent of the Bank;

the Customer-lessee shall provide security to the Bank for the performance of its obligations under the leasing agreement;

if there is a resolution of the Bank's authorized body or in accordance with the terms of the Lending Program, arrange for insurance of the subject of leasing.

376. General terms of liability of the Bank and the Customer - lessee: for the non-performance or improper performance by the Bank and the lessee of the terms of the leasing agreement, the payment of a penalty and compensation to the other party for losses caused by the breach of obligation may be provided for.

Chapter 21. Factoring operations: financing against the assignment of a monetary claim with or without the assumption of the risk of non-payment

377. In factoring (factoring services), the Bank provides financing to the Customer against the assignment of a monetary claim of a debtor arising from the relationship between the Customer and the debtor.

Monetary claims that may be assigned to the Bank cannot be related to claims arising from agreements for the purchase and sale of goods where the buyers acquire goods primarily for personal, family, and household use.

Monetary claims as the subject of assignment may be monetary claims for which the payment date has already arrived (existing claim), as well as the right to receive money that will arise in the future (future claim).

378. The Bank may decide to provide financing against the assignment of a monetary claim:

in domestic factoring – when Customer and the debtor carry out their activities on the territory of the Republic of Kazakhstan;

in international factoring – when Customer or the debtor carries out their activities on the territory of another state;

in direct factoring – when only the Bank acts as the financial agent; in indirect factoring – when, in addition to the Bank, there is another financial agent located in the debtor's country.

In factoring, the Bank may use the provisions of the international factoring convention.

For factoring, the Bank may use the following methods: open factoring (assignment by the Customer of a monetary claim to the Bank under a contract with the debtor's consent) and closed factoring (assignment by the Customer of a monetary claim to the Bank without the debtor's consent).

379. Basic rights of the Bank:

the Bank shall be entitled to establish requirements for Customers who may be provided with factoring services;

the Bank shall be entitled to establish requirements for Customers' debtors who, as counterparties, provide goods (works, services) to Customers;

the Bank shall be entitled to set the amount of fee for the provision of factoring services;

the Bank shall be entitled to establish the currency for factoring services;

the Bank shall be entitled to withhold the amount of the fee for factoring services when transferring money to the Customer:

the Bank shall be entitled to determine the documents necessary for the examination of the factoring project:

the Bank shall be entitled to determine the documents that will be submitted to the Bank by the Customer during factoring;

the Bank shall be entitled to require the Customer to properly perform its obligations under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to require the debtor to properly perform its obligations under the agreements, agreements, the claims of the Customer under which are transferred to the Bank under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to present for payment monetary claims that have been assigned under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to maintain accounting records for Customer and provide Customer with other financial services related to the monetary claim transferred under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to carry out the re-assignment to the Customer of the monetary claim previously transferred under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to assign rights under the financing agreement against the assignment of a monetary claim to third parties without the consent of Customer and (or) the debtor;

the Bank shall be entitled to require the Customer to insure its civil liability for obligations arising from agreements, the claims under which have been assigned by the Customer under the financing agreement against the assignment of a monetary claim;

the Bank shall be entitled to determine of the need to notify the debtor of the assignment by the Customer of the right to demand payment;

the Bank shall be entitled to require the Customer to provide documents confirming the presence or absence of Customer's obligations to the debtor;

the Bank shall be entitled to exercise the right of recourse if it is established that the Customer has an outstanding debt to the debtor.

380. Basic obligations of the Bank:

the Bank shall transfer funds to the Customer under the terms of the financing agreement against the assignment of a monetary claim;

the Bank shall present documents in respect of monetary claims acquired under the financing agreement against the assignment of a monetary claim.

381. Customer shall be entitled to require the Bank to provide financing on the terms of the agreement for financing against the assignment of a monetary claim.

382. Basic obligations of the Customer:

the Customer shall assign monetary claims against the debtor to the Bank under the terms of the agreement financing against the assignment of a monetary claim;

the Customer shall pay of the Bank's fees for the provision of factoring services;

the Customer shall submit the documents necessary for the examination of the project, to the Bank;

the Customer shall provide the Bank with the documents necessary for the Bank to exercise its rights in respect of the debtor;

the Customer shall accept the re-assignment from the Bank of the monetary claim previously transferred under the financing agreement against the assignment of a monetary claim;

the Customer shall insure civil liability for obligations arising from agreements, the claims under which have been assigned by the Customer under the financing agreement against the assignment of a monetary claim;

the Customer shall provide the Bank with documents confirming the presence or absence of Customer's obligations to the debtor;

the Customer shall comply with the Bank's requirements in the event the latter exercises its right of recourse against the Customer.

383. General provisions on the Customer's liability:

shall pay a penalty to the Bank if it becomes known that Customer did not have the right to assign the monetary claims or there were obligations by virtue of which the debtor shall be entitled to not perform the corresponding monetary claim;

shall pay a penalty to the Bank for the delay in payment of money to the Bank by the Customer/debtor under agreements, the right of claim under which the Customer assigned to the Bank under a financing agreement for the assignment of a monetary claim.

Chapter 22. Forfaiting operations (forfaiting): payment of a debt obligation of a buyer of goods (works, services) by purchasing a non-negotiable bill of exchange from the seller

384. In forfaiting operations the Bank accepts (purchases) bills by endorsement with payment of the bill amount without right of recourse against the Customer (its endorser). Additionally, services for organizing forfaiting operations are provided with the provision of an aval of the bill, meaning the Bank issues a bill guarantee, assuming the obligation to make payment on the bill (in full or in part) on behalf of another person obligated under the bill. In this case, this other person and the creditor of that other person under the terms of the agreement between them agreed to a condition on forfaiting, according to which the creditor of the other person transfers (sells) to specialized forfaiting companies/banks the bill

avalized by the Bank by endorsement (transfer inscription) with payment of the bill amount less a discount established for the Bank. Subsequently, such bills circulate on the secondary market through the purchase/sale of bills by forfaiting companies on the condition that the forfaiting companies are released from joint and several liability under the bill (without right of recourse). Bills may be presented to the Bank before the maturity date for discounting (discounting) without transfer to the endorser, or upon the payment date for redemption.

385. Basic rights of the Bank:

as a financial advisor, the bank shall be entitled to provide bill financing services: developing the parameters of the financing scheme and the option for using bills as a form of settlement; assisting in the issuance of bills and the determination of their primary details, and subsequent expertise of the bills; general consulting on the circulation of bills;

the Bank shall be entitled to set a fee for the provision of bill financing services;

the Bank shall be entitled to establish requirements for Customer and the conditions for the avalization of bills, as well as for financing during the avalization of bills;

the Bank shall be entitled to conduct an expert review of the draft for the avalization of bills;

the Bank shall be entitled to require Customer to provide the documents necessary for the avalization of bills;

the Bank shall be entitled to verify the solvency of Customer and other persons liable under the bills;

the Bank shall be entitled to interact with the forfaiter regarding the terms of forfaiting transactions and the avalization of bills;

upon payment of the bills, the Bank shall be entitled to conclude a financing agreement with the Customer;

the Bank shall be entitled to exercise control over the performance Customer's of obligations under the financing agreement;

the Bank shall be entitled to set a fee for the financing project;

the Bank shall be entitled to establish a deadline for the expert review of bills;

the Bank shall be entitled to require the Customer to provide security for the performance of obligations under the financing agreement.

386. The Bank's Basic obligations: to notify the forfaiter of the avalization of the promissory note; to verify the validity of the promissory notes; to make payments on the promissory notes.

387. Basic rights of the Customer:

the Customer shall be entitled to receive consultations from the Bank on bill financing; receive bill avalization services from the Bank.

388. Basic obligations of the Customer:

the Customer shall submission of the documents required by the Bank;

the Customer shall pay of the Bank's fees in a timely and full manner;

the Customer shall fulfill obligations under the agreement on the avaling of bills and under the financing agreement in a timely manner;

the Customer shall provide security to the Bank for the performance of its obligations under the financing agreement.

389. General provisions on the liability of the Bank and Customer:

The Bank shall be liable for non-performance or improper performance of the obligation to pay the bills:

Customer shall be liable for the non-performance or improper performance of obligations under the agreement on the avalization of bills and under the financing agreement.

Chapter 23. Trust operations: management on behalf of the founder of trust management in the interests of a person specified by the founder of money, refined precious metals, rights (claims) under a bank loan agreement, or a microcredit agreement

390. The Bank shall be entitled to carry out trust management of property under an agreement with individuals and legal entities.

391. The objects of trust management for the Bank, acting as a trust manager, may be money,

refined precious metals, rights (claims) under a bank loan agreement, or a microcredit agreement.

392. Under a trust management agreement for property, an individual or a legal entity (the trust settlor of trust management) transfers property to the Bank (the trust manager) for trust management, and the Bank undertakes to manage this property in the interests of a person designated by the settlor (the beneficiary).

During the term of the agreement of trust management of property, the trust settlor shall not be entitled to take any actions in relation to the property under trust management, unless otherwise established by the legislative acts of the Republic of Kazakhstan or the agreement of trust management of property.

The maximum period for making a decision on the provision of the service is no more than 40 calendar days from the date of the Customer's application.

393. Basic rights of the Bank:

the Bank shall be entitled to perform any actions in relation to the property transferred for trust management as provided for by the trust management agreement:

the Bank shall be entitled to alienate and pledge of the property transferred for trust management in cases provided for by the trust management agreement;

the Bank shall be entitled to set and change the tariffs for property trust management services;

the Bank shall be entitled to require the Customer to reimburse necessary expenses incurred during the property trust management;

the Bank shall be entitled to develop the property trust management agreement form.

394. Basic obligations of the Bank:

The Bank shall provide the settlor and the beneficiary with a report on its activities as a trust manager in accordance with the terms of the trust management agreement;

the Bank shall perform actions in relation to the property transferred for trust management, taking into account the restrictions established by the trust management agreement.

395. Basic rights of the Customer:

the Customer shall be entitled to propose to the Bank a list of actions that the Bank shall be entitled to perform in relation to the property transferred for trust management;

the Customer shall be entitled to establish restrictions for trust management of property;

the Customer shall be entitled to require the Bank, as the trust manager, to provide a report on its activities as a trust manager in accordance with the terms of the trust management agreement;

the Customer shall be entitled to appoint a third party as the beneficiary.

396. Basic obligations of the Customer:

the Customer shall specify the beneficiary;

the Customer shall pay the Bank's fees for the trust management of property in a timely and full manner;

the Customer shall reimburse the Bank's expenses incurred during the property trust management in a timely manner;

the Customer shall not require the Bank to perform actions in relation to the property transferred for trust management that are prohibited by the legislation of the Republic of Kazakhstan.

397. General provisions on liability:

The Bank shall be liable for the untimely provision of a report on its activities as a trust manager in accordance with the property trust management agreement;

The Bank shall be liable for non-compliance with the restrictions set forth in the agreement regarding the property transferred to it for trust management;

Customer shall be liable for the non-performance or improper performance of the obligation to pay the Bank's fees for the trust management of property;

Customer shall be liable for the failure to reimburse the Bank for expenses incurred by the Bank during the trust management of property.

Chapter 24. Safe deposit box operations: services for the safekeeping of securities issued in documentary form, documents, and valuables of Customers, including the leasing of safe deposit

boxes, cabinets, and premises

398. The Bank provides Customers with safe deposit box rental services on the basis of agreements concluded with the Customers agreements (agreement for safe deposit box (cell) rental for an individual). In addition to Customers who are individuals, the Bank, on the basis of agreements provides safe deposit boxes (cells) for rent to Customers who are legal entities, including government institutions. Agreement is concluded in writing.

If the Customer has submitted the necessary documents to the Bank and there are no grounds for refusing to perform operations, the decision to provide the service shall be made within 3 business days from the date of the Customer's application to the Bank. If the Customer is a person related to the Bank by special relationships, and the Bank has a standard safe deposit box (cell) rental agreement form for persons related to the Bank by special relationships approved by the Bank's Board of Directors, then the decision to provide the service and conclude the agreement shall be made within 3 business days from the date of the Customer's application to the Bank. If the Bank does not have a standard form of a agreement for safe deposit box (cell) rental, agreement for collective safe deposit box rental for persons with special relationships with the Bank, approved by the Bank's Board of Directors, or if changes are made to the standard form of a agreement for safe deposit box (cell) rental, agreement for collective safe deposit box rental for persons with special relationships with the Bank, approved by the Bank's Board of Directors, the decision to provide the service and conclude an agreement with a Customer with special relationships with the Bank shall be made within 20 business days from the date of the Customer's application to the Bank.

When the Bank provides the service:

1) when the Customer uses a mechanical safe deposit box:

the legality of the Customer's access to the box is verified;

Customer is admitted to the mechanical safe deposit vault;

Customer opens and closes the safe deposit box rented to them jointly with an employee of the Bank;

Customer works independently with the valuables located in the safe deposit box rented by the Customer;

The Customer has access to the box on the Bank's business days;

2) when the Customer uses an automated safe deposit box:

Customer using an identification card provided by the Bank, gains access to the Bank's premises and then to the Customer room. The Bank also provides Customer with the option of using additional secondary Customer palm identification for access to the Bank's premises and Customer room;

To access the safe deposit box, the Customer activates the box using the identification card. The box is delivered to the Customer via automatic transport from the vault;

Customer works independently with the valuables in the box;

after the automatic transport of the box back to the vault, the Customer leaves the Customer room and the Bank premises;

3) when the Customer uses an electronic-mechanical safe deposit box:

The Customer has access to the box on the Bank's business days;

Safe deposit boxes located in the depository room have mechanical dual-key and electro-mechanical access systems. The box door has a mount for a replaceable Customer mechanical lock. The box door is equipped with an "electronic bank lock" of the electronic access control system, which additionally blocks the box, preventing the Customer from opening the box without the permission of a Bank employee. Customer may at their discretion rent a box with or without the purchase of a key to the mechanical lock of the box. If the Customer purchases a lock, both keys to the mechanical lock of the box are issued to them. In the case of renting a box without purchasing a lock, Customer is transferred one copy of the mechanical lock key, and the second copy of the key remains in the custody of the Bank;

A Bank employee escorts the Customer to the depository, opens the door to the depository room, and installs the individual mechanical lock into the box door. The Customer remains in the depository room, opens the box, and works with the box independently.

399. The items for storage may be valuables – securities, cash, precious metals and stones, as

well as other valuables and documents belonging to the Customer.

400. Basic rights of the Customer:

- the Customer shall be entitled to choose the size of the safe;
- the Customer shall be entitled to choose the number of safes;
- the Customer shall be entitled to propose that the Bank change the size of the safe, by entering into a supplementary agreement to the contract with the Bank;
- the Customer shall be entitled to purchase from the Bank a lock with two keys for an electro-mechanical safe deposit box;
- the Customer shall be entitled to use the safe for its intended purpose during the term of the agreement;
- the Customer shall be entitled to extend the term of the agreement for a new term by entering into a supplementary agreement to the contract with the Bank;
- the Customer shall be entitled to work with documents and valuables placed in the safe.

401. Basic obligations of the Customer:

- the Customer shall submit a set of documents necessary for the execution of the agreement, to the Bank;
- the Customer shall pay the Bank's fees in a timely and full manner;
- the Customer shall not use the safe:
 - for the storage of items, substances, and property that may cause any damage to the Safe, including its malfunction;
 - for the storage of valuables and other property whose weight exceeds the loads on the Safe recommended by the Bank,
 - as well as not place prohibited substances and property in it;
- upon expiration of the agreement, shall not vacate the safe and return it to the Bank in undamaged condition together with the key (keys), except for the rental of an electro-mechanical safe deposit box where the Customer purchases the lock with two keys from the Bank. If the Customer purchases the lock from the Bank, the Bank shall not buy back the lock from the Customer;
- the Customer shall immediately notify the Bank of the loss of the safe key.
- Customer is prohibited from storing the following in the safe:
 - firearms, gas weapons, and bladed weapons;
 - explosives;
 - radioactive substances;
 - narcotic and psychotropic substances.

402. Basic rights of the Bank:

- the Bank shall be entitled to independently establish business day for conducting safe deposit box operations;
- the Bank shall be entitled to independently set and change tariffs for safe deposit box operation services;
- the Bank shall be entitled to independently set and change tariffs for safe deposit box rental;
- the Bank shall be entitled to carry out the forced opening of a safe in cases established by the legislation of the Republic of Kazakhstan and the agreement;
- the Bank shall be entitled to require the Customer to reimburse expenses associated with replacing the lock in the event of the loss of the key by the Customer or damage to the lock through the fault of the Customer.

403. Basic obligations of the Bank:

- the Bank shall familiarize the Customer with the terms of the agreement;
- the Bank shall ensure the protection of the safe from unauthorized access and other influences throughout the term of the agreement;
- the Bank shall familiarize Customer with the cases and procedure for the forced opening of the safe;
- the Bank shall familiarize the Customer with the list of property prohibited from being stored in the safe.

404. General provisions on liability:

The Bank and the Customer shall be liable for the non-performance or improper performance of the terms of the agreement;

Customer shall be liable for the storage of prohibited property in the safe;

The Bank shall not be liable for the contents of the safe due to the absence of reliable information regarding the contents;

The Customer shall reimburse the Bank for expenses associated with the replacement of the safe lock by the Bank in the event of the loss of the key or breakage of the key through the Customer's fault.

Chapter 25. Consulting and other services provided by the Bank under a concluded cooperation agreement with a legal entity

405. On the basis of a concluded cooperation agreement with a legal entity, the Bank provides consulting services related to the provision of loans by said legal entity to its employees (individuals) for the purpose of purchasing, constructing, or participating in the shared construction of real estate (housing) (the “Loans”), on the following issues:

consulting on the terms and conditions for providing Loans;

issuing opinions on the possibility of lending to individuals, assessing the probability of Loan repayment, and issuing opinions on compliance (non-compliance) with the requirements for a legal entity;

collecting and detailing information necessary to provide consulting on monitoring the targeted use of Loans, monitoring the timeliness of payments on issued Loans, and the accrual of penalties for overdue monthly payments;

generating reports on the monitoring of monthly payments, providing consulting on the collection of overdue Loan debts, and providing consulting on insurance upon the occurrence of insured events;

monitoring overdue and distressed Loan debts, and providing consulting services to legal entities on dealing with overdue debts.

Under a cooperation agreement concluded with a legal entity for the provision of services related to the granting of Loans, the Bank performs the following banking operations:

provides, for the benefit of a legal entity, a guarantee for the payment of the full or partial amount of the remaining principal debt on a Loan provided by the legal entity, in the event of termination of the employment agreement between the employee-individual (borrower) and the said legal entity (lender);

in the event that there are insufficient funds in the individual's account to satisfy the legal entity's claims under the Loan, provides such individual with a bank loan using its own funds;

provides services for transfer operations: transferring Loan amounts to the current accounts of individuals who have entered into loan agreements with the legal entity, and transferring funds from individuals to the current account of the legal entity for the purpose of settling debts under loan agreements concluded with it.

Chapter 26. Implementation of operations with derivative financial instruments

§ 1. General provisions

406. The Bank shall be entitled to enter into transactions with the Customer on the unorganized securities market for the purchase and sale of derivative financial instruments (hereinafter – DFI transactions), the underlying assets of which may be currency, interest rates, commodity assets, securities, and other underlying assets provided for by the legislation of the Republic of Kazakhstan.

407. The Bank and the Customer shall sign a general agreement (or a similar framework agreement), under which they shall subsequently conclude transactions with derivatives.

Under the general agreement, the number of transactions concluded with derivatives is not limited.

408. In the event a general agreement is concluded, the Bank and Customer shall, within the period specified in the general agreement, exchange lists of persons authorized to conduct negotiations on behalf of the respective party and to conclude transaction with derivatives on its behalf.

409. The signing Customer of the general agreement and the conclusion of transactions shall signify the acceptance by the Customer of the risks associated with changes in the market value of the underlying assets, including the risk of losses exceeding the amount of the initial investments. Customer confirms its full understanding of the economic essence of the instruments and their pricing conditions.

§ 2. Conclusion of transactions with derivatives, security

410. Each transaction with derivatives is concluded after the Bank and the Customer have reached an agreement on all terms of the transaction, which the parties, pursuant to the general agreement, deem it necessary to agree upon.

411. The fixation of terms transaction with derivatives is carried out by exchanging electronic messages via the remote banking system (Internet banking), secure communication channels (SWIFT, Reuters Dealing), or by signing paper confirmations. The moment of conclusion of transaction with derivatives and the legal force of electronic messages are determined by the general agreement.

The Bank shall not be obligated to enter into DFI transactions upon the Customer's request and shall be entitled to refuse to enter into a transaction with DFIs without stating the reasons, if this is due to internal risk management policy, compliance requirements, or the absence of approved limits. The Bank shall be entitled to solely determine the list of available Customer DFI types, currencies, and terms.

412. DFI transactions may be entered into exclusively within the risk limits (off-balance sheet limits) established by the Bank for the Customer. The Bank shall be entitled to unilaterally review (increase, decrease, or cancel) the established limits in the event of a deterioration in the financial position of the Customer, changes in market conditions, or the occurrence of other circumstances that increase the Bank's risks.

413. Bank shall be entitled to require the Customer to provide security for transactions with derivatives.

The methods for securing the performance of the obligations of the Customer under transactions with derivatives shall be pledge, guarantee, and suretyship.

The Customer shall provide liquid assets as collateral. The transfer of assets as collateral shall be formalized by a pledge agreement.

Security is provided in order to minimize the Bank's risks to cover current or potential losses on transactions (margin call).

The terms for the valuation, provision, and maintenance of the value of the collateral, as well as the consequences of failure to comply with the requirement to provide collateral, are governed by the general agreement.

§ 3. Performance of transactions with derivatives, default

414. Settlements for transactions with derivatives are carried out on the dates and in the currencies specified in the respective confirmations. The Bank's obligations to perform a transaction with derivatives arise only provided that the Customer fully and timely performs all its obligations under the given transaction with derivatives and other active transactions with derivatives (the "payment versus payment" principle).

415. The Bank and Customer shall apply a netting mechanism for monetary obligations in accordance with the terms of the general agreement, which allows settlements to be made based on the balance of offsetting payments in a single currency on a single date.

416. The exhaustive list of events of default (including non-payment, breach of representations, commencement of bankruptcy proceedings, material adverse change), as well as the rights and obligations of the Bank and Customer upon their occurrence, shall be determined by the general agreement.

§ 4. Basic rights and obligations of the Bank and the Customer, confidentiality

417. The Bank shall be entitled to:

- under the general agreement, in its own name and at its own expense, to agree on terms with the Customer and conclude transactions with derivative financial instruments;
- participate in payment netting;
debit funds from the Customer's bank accounts opened with the Bank to settle obligations under transactions with DFIs, including the payment of penalties, fines, and the final balance upon closing positions;
- require the Customer to provide security;
- require the Customer to properly perform its obligations under the transaction concluded with the DFI;
- The Bank shall be entitled to disclose information regarding transactions with DFIs and Customer parameters to third parties (including exchanges, clearing centers, regulators, and hedging counterparties) to the extent necessary for the execution of DFI transactions and compliance with the requirements of the legislation of the Republic of Kazakhstan, without obtaining additional consent from the Customer.

The Bank shall undertake to:

- enter into transactions only with such DFIs with underlying assets that a bank with a universal banking license is permitted to acquire under the legislation of the Republic of Kazakhstan;
- properly perform transactions concluded with the DFI under the general agreement;
- perform regular mark-to-market revaluation of transactions and notify Customer of the need to provide collateral;
- transfer funds to the Customer in the event that the Bank incurs a debt to the Customer as a result of settlements or the termination of transactions.

Customer shall be entitled to:

- under the general agreement, in its own name and at its own expense, to agree on terms with the Bank and conclude transactions with the DFI;
- participate in payment netting;
- require the Bank to properly perform its obligations under the concluded transaction with the DFI;
- receive information from the Bank on the current market value of its positions, as well as lodge reasoned objections to the Bank's calculations in accordance with the terms of the general agreement.

Customer shall undertake to:

- properly perform transactions concluded with the DFI under the general agreement;
- ensure that a sufficient amount of funds is available in their bank accounts on the settlement dates;
- provide security upon the Bank's request in a timely manner;
- immediately notify the Bank of any events that may affect its solvency (lawsuits, reorganization, bankruptcy, change of management);
- provide the Bank with financial statements and other documents necessary for monitoring the financial condition within the requested timeframes.

418. The Bank shall ensure the confidentiality of information in accordance with the legislation of the Republic of Kazakhstan and the terms of the general agreement.

Chapter 27. Interbank loans (interbank financing), interbank guarantees, interbank sureties, as well as other interbank operations

§ 1. Interbank loans and interbank deposits

419. The Bank provides interbank loans and interbank deposits on the terms of maturity, repayment, and payment.

The following basic terms are used in this clause:

IBL – an interbank loan provided by one party to another party on the terms of maturity, repayment, and payment;

IBD – an interbank deposit provided by one party to another party on the terms of maturity,

repayment, and payment. In this case, the party providing the deposit is referred to as the depositor, and the party accepting it is referred to as the counterparty bank.

420. Procedure for concluding transactions.

The parties shall enter into an agreement under which the parties may subsequently conclude IBL and (or) IBD transactions.

The main terms and conditions of IBL/IBD transactions to be provided (received), which are subject to mandatory agreement between the parties' authorized dealers, are:

- 1) determination of the parties' actions regarding the transaction (borrowing/lending);
- 2) transaction currency;
- 3) determination of the nature of the transaction: IBC or IBD;
- 4) IBC/IBD amount;
- 5) IBC/IBD term (start and end value dates);
- 6) interest rate;
- 7) instructions for making payments under the transaction (payment instructions);
- 8) special conditions and notes (if necessary), including the cut-off time for the receipt (return) of funds and collateral conditions.

With the mutual consent of the parties, the term of the IBL/IBD may be extended or the IBL/IBD may be repaid early, provided that the accrued interest on the concluded transaction is paid on the day the specified operations are carried out, unless another procedure for the payment of interest is provided for by the parties.

421. Obligations of the parties.

In accordance with the transactions concluded on the basis of the agreement for the provision of IBL/IBD, the party acting as the lender/depositor shall, within the period agreed upon by the parties, transfer to the party acting as the borrower/counterparty bank funds in the amount of the IBL/IBD sum agreed upon by the parties, in accordance with the instructions of the borrower/counterparty bank.

In accordance with the transactions concluded on the basis of the agreement for the provision of IBL/IBD, the counterparty bank shall, within the periods agreed upon by the parties and in accordance with the payment instructions specified by the depositor, return the IBL/IBD amount and the accrued interest for the use of the IBL/IBD to the lender/depositor.

Interest for the use of the IBL/IBD shall be paid by the borrower/counterparty bank once, simultaneously with the repayment of the IBL/IBD loan amount, unless otherwise agreed by the parties upon concluding the transaction.

422. Accrual of interest.

The borrower/counterparty bank shall pay interest to the lender/depositor for the use of funds received under an IBL/IBD transaction.

Unless otherwise specified in the terms of a specific transaction under the agreement, all interest amounts payable by the borrower/counterparty bank based on the terms of the transaction, shall be calculated using the simple interest formula.

Unless otherwise specified in the terms of a specific transaction under the agreement and the term of the transaction is calculated in days, for the purpose of calculating interest amounts, the notional length of a year shall be deemed equal to 360 calendar days; for transactions in British pounds sterling, Singapore, Australian and Canadian dollars, and Ukrainian hryvnias, the notional length of a year shall be deemed equal to 365 calendar days; and for transactions in rubles of the Russian Federation, the length of a year shall be deemed equal to 365–366 calendar days, i.e., based on the actual number of days in the year.

Interest accrual on the IBL/IBD begins on the day following the date the IBL/IBD amount is credited to the account of the borrower/counterparty bank (inclusive) or the day following the date of the IBL/IBD term extension, and ends on the date the IBL/IBD is credited to the account of the lender/depositor (inclusive).

Early repayment of the IBL/IBD is possible only with the consent of the lender/depositor, provided that notification of early repayment is sent by email. In the event of early repayment of the IBL/IBD without the consent of the lender/depositor, the borrower/counterparty bank shall pay interest accrued on the entire amount of the IBL/IBD until the repayment date fixed in the transaction between

the parties.

423. Liability of the parties.

In the event of untimely repayment of the IBL/IBD amount and the accrued interest thereon, the penalty amount shall be charged to the amount of the overdue payment.

In the event that the amount of money received from the party acting as the borrower/counterparty bank is insufficient to repay the amount of the provided IBL/IBD, the interest, and the penalty for late payment, the party acting as the lender/depositor shall be entitled to first offset the penalty for late payment, then the interest on the IBL/IBD, and apply the remaining amount toward the repayment of the IBL/IBD.

§ 2. Interbank documentary operations

424. The issuance by the Bank of guarantees and sureties against counter-guarantees/counter-sureties of correspondent banks; the confirmation by the Bank of export letters of credit issued by correspondent banks; the issuance by the Bank of reimbursable obligations at the request of correspondent banks; and the discounting of deferred payments under letters of credit are documentary operations, in which the Customers of the Bank are correspondent banks (interbank documentary operations).

425. The maximum interest amounts and maximum validity periods for interbank documentary operations are identical to the maximum interest amounts and maximum validity periods for guarantees, sureties, and letters of credit according to these Rules.

426. Interbank documentary operations are carried out subject to one of the following conditions:

1) the availability of a sufficient commercial limit established for the correspondent bank (the commercial limit for the correspondent bank is established in accordance with the Bank's internal documents regulating the establishment and monitoring of the Bank's interbank credit limits) or;

2) the availability of 100% (one hundred percent) cash coverage provided by the correspondent bank, meeting the conditions established by the Bank's internal documents regulating the establishment and monitoring of the Bank's interbank credit limits, or the availability of insurance coverage from a relevant insurance organization for the correspondent bank, under which there must be:

- a decision of the Bank's authorized body to establish a commercial limit for the relevant insurance organization;

- a decision of the Bank's authorized body to establish a commercial limit for the correspondent bank, taking into account the insurance coverage from the relevant insurance organization.

With insurance coverage from the relevant insurance organization, the insurance premium is paid by the issuing bank/beneficiary, which is subsequently subject to transfer in favor of the relevant insurance organization;

3) The Bank shall monitor compliance with the aforementioned conditions/requirements.

427. In the event of amendments to increase the amount and/or the validity period of a confirmed export letter of credit, guarantees, or sureties issued against a counter-guarantee/counter-surety of a correspondent bank, or a reimbursement obligation, the following is required (for uncovered instruments):

1) a decision of the Bank's authorized body in the absence of a sufficient commercial limit for the correspondent bank;

2) increased insurance coverage in terms of amount and/or term from the relevant insurance organization and a decision of the Bank's authorized body to increase the commercial limit for the relevant insurance organization and the correspondent bank, taking into account sufficient insurance coverage from the relevant insurance organization.

428. The level of risk accepted by the Bank for a correspondent bank is determined by the amount of the commercial limit established in accordance with the Bank's internal documents regulating the establishment and monitoring of the Bank's interbank credit limits.

429. The interest rate is established by the Bank's authorized body, taking into account the correspondent bank's rating, its financial indicators, transaction terms, and other market conditions.

430. If it is necessary to accrue interest on the cash collateral received from the issuing bank

under a counter-guarantee/counter-suretyship, the interest rate shall be approved by the Bank's authorized body.

431. The terms of specific transactions are determined during negotiations; decisions on transactions are made by the Bank's authorized body/person.

Section 3. Requirements for security accepted by Halyk Bank JSC

Subsection 1. General provisions

432. The performance of Customers' obligations to the Bank may be secured by pledge, liquidated damages, guarantee, suretyship, earnest money, retention of the debtor's property, as well as other methods provided for by the legislation of the Republic of Kazakhstan.

433. Methods for securing the performance of obligations may be applied to both obligations in national currency and obligations in foreign currency.

434. The specific methods for securing the performance of particular obligations of Customers to the Bank, as well as the combination of several methods for securing the performance of particular obligations, shall be determined by the Bank independently.

435. The security provided by Customer to the Bank must be sufficient for the full and proper performance by Customer of all obligations to the Bank.

To this end, the Bank shall, in particular:

calculate the adequacy of the security;

performs the valuation and revaluation of the security (taking into account the requirements of civil and banking legislation and the legislation of the Republic of Kazakhstan on valuation activities, including the regulatory legal acts of the state body exercising regulation and supervision of the financial market and financial organizations);

exercises control over the condition and adequacy of the security;

conducts a check of the financial condition of the person who provided the security.

436. The Bank shall be entitled to decide to provide the Customer with funds, or to assume a contingent and (or) possible obligation for the obligations of the Customer to third parties without security, subject to the restrictions and requirements established by the legislation of the Republic of Kazakhstan.

The Bank shall not provide funds without collateral and (or) shall not assume conditional obligations for liabilities to third parties for persons who have special relationships with the Bank.

437. When considering the issue of accepting security, the Bank verifies the legal capacity and capacity to act of the persons providing the security, in particular to determine the possibility of transferring property belonging to incapacitated and (or) partially incapacitated persons as security.

438. When considering the issue of accepting security, the Bank verifies the transaction, under which the security is provided.

Subsection 2. Pledge

439. As the subject of the pledge, the Bank shall be entitled to accept the following liquid property that has not been withdrawn from civil circulation:

1) property complex and/or fixed assets of the enterprise;

2) real estate objects, including:

land plots;

forming part of the housing stock (residential houses, apartments, etc.);

share in a residential house (residential building);

industrial and warehouse bases, production buildings and structures intended for the production and storage of products, including service stations;

commercial properties intended for the provision of services (trade, consumer services, financial, legal, and other services);

non-commercial properties that are not commercial properties according to the legislation and

statutory purposes;

structures and transmission facilities (railway tracks, power lines, pipelines, roads, etc.);

aircraft subject to state registration;

marine (river, small) vessels subject to state registration;

3) movable property:

vehicles (left-hand drive), including:

motor vehicles - passenger cars, trucks, passenger buses;

rail transport;

tractor, agricultural, road-construction, mining, and other special-purpose machinery;

equipment, production technological lines, etc.;

goods and finished products, including:

industrial group: ferrous and non-ferrous metals, oil and petroleum products, coal, office equipment, household appliances, precious metals and stones and (including products made from them), clothing, footwear, and other goods to which the regime of pledging goods in circulation may apply;

food group: sugar, tobacco products, flour products, alcoholic beverages, canned products, and other goods to which the regime of pledging or pledging goods in circulation may apply;

agricultural products (grain, rice, sugar beets, oilseeds, meat, dairy, and fish industry products, etc.);

money (cash, non-cash), foreign currency;

securities: issued by residents and non-residents of the Republic of Kazakhstan;

the Bank's own bonds;

refined gold bars;

farm animals;

construction in progress (building materials and/or completed works);

4) the lessor's right (including, but not limited to: the right to demand lease payments, the right to demand reimbursement for the value of the property transferred to the lessee under the lease, the right to demand penalties and other amounts of the lessee's indebtedness to the lessor established by legislation and agreement of leasing concluded between them);

5) the right of claim to property that will come into the ownership of the pledgor in the future;

6) participation shares in the charter capital of business partnerships;

7) property rights, including:

subsoil use rights;

the right of long-term lease of land plots of non-agricultural purpose;

the right of long-term lease (use) of agricultural land (land use right), with the exception of corresponding rights to land plots specified in subclause 5 of clause 440 of the Rules;

8) other liquid property and property rights, accepted as pledge by decision of the Authorized Body of the Head Office/branch and (or), the acceptance of which as pledge does not contradict the legislation of the Republic of Kazakhstan.

440. The following shall not be accepted as pledge:

1) property withdrawn from civil circulation;

2) personal non-property benefits and rights (life, health, personal dignity, honor, good name, business reputation, privacy, personal and family secrets, the right to a name, the right to authorship, the right to the integrity of a work, and other intangible rights);

3) personal consumption items that are exempt from foreclosure in accordance with the legislation of the Republic of Kazakhstan;

4) claims that are inextricably linked to the identity of the creditor, in particular, claims for alimony, compensation for harm caused to life and health, and other rights, the assignment of which to another person is prohibited by legislative acts;

5) the right of long-term land use for agricultural land plots – for fallow lands, pastures, and hayfields, with the exception of pastures and hayfields of livestock farms, as well as aggregate adjacent land plots that include arable lands, belonging to a single pledgor under the right of long-term land use.

441. The following types of property are accepted as pledge based on the resolution of the Management Board of the Bank:

religious buildings;
 works of art;
 state medical institutions and educational institutions, not included in the property complex/fixed assets (real estate of the enterprise);
 cultural institutions funded by the state budget (museums, theaters, etc.);
 property with limited turnover (poisonous, narcotic, psychotropic substances used for medical purposes; civilian firearms and ammunition; radioactive elements; explosive and pyrotechnic substances, etc.);
 government securities issued by other states and legal entities that are non-residents of the Republic of Kazakhstan, which have an individual long-term and short-term rating lower than the sovereign rating of the Republic of Kazakhstan assigned by any of the rating agencies, the list of which is established by the Authorized State Body.

Accepted as pledge on the basis of a special¹ decision of the authorized body of the Bank's head office or branch (depending on the credit limit):

Workers' and small-family dormitories not included in the property complex/fixed assets (real estate of the enterprise);

items and objects of a narrow specific purpose that are not in wide demand among the population of a specific administrative-economic unit;

property and property rights that are not liquid.

442. General requirements for property accepted as pledge:

1) the property must possess liquidity ensured by sufficient price stability and the established market conditions for such property;

2) property provided as pledge must be free from encumbrances, rights, and claims of third parties, except in cases where the authorized body of the Bank makes a decision to accept property as pledge by way of re-pledge or to extend property previously accepted as pledge as security for other obligations of the same borrower or other borrowers;

3) the mandatory availability of documents necessary for the appraisal/reappraisal of property and in other internal regulatory documents of the Bank governing the list of documents required for legal examination;

4) insurance of the property accepted as pledge shall be carried out in accordance with the requirements provided for by the legislation of the Republic of Kazakhstan, and in necessary cases – at the request of the Bank in accordance with the Bank's internal regulatory documents;

5) the preservation of the pledged property shall be ensured by the pledgor. The Bank shall provide security for the pledged property if necessary, in accordance with the requirements of the legislation of the Republic of Kazakhstan and the provisions of the pledge agreements;

6) In the case of a pledge of grain, the grain receiving enterprise that issued the grain receipt must have a trust rating for grain stores (with a status of at least "reliable" or "acceptable") that is sufficient for the Bank and published on the web portal of the grain receipts information system. Furthermore, when accepting the grain as a pledge or during the valuation/revaluation of the grain, the maximum permissible grain storage periods established by the legislation of the Republic of Kazakhstan must be taken into account.

The Bank retains the exclusive right to resolve issues (this is reflected in the Bank's internal rules):

1) accepting property with encumbrances, rights, and claims of third parties as pledge;
 2) imposing on the Customer - debtor and (or) pledgor an obligation to insure property for which mandatory insurance is not provided for by the legislation of the Republic of Kazakhstan;

3) establishing the regime for the maintenance and preservation of the pledged property, in particular, imposing on the pledgor, Customer-debtor the obligation to secure the pledged property, and the obligation to assist the Bank as the pledgee in verifying the preservation of the pledged property;

4) accepting property as pledge if the pledgor has arrears in taxes and other mandatory payments to the budget, as well as arrears in utility payments (including telephone services) or rent payments (usage fees);

5) on the out-of-court sale of pledged property;

6) appointment of a proxy for the out-of-court sale of pledged property.

443. Pledgors may be citizens and legal entities of the Republic of Kazakhstan, citizens and legal entities of foreign states, international organizations, and foreign states. In this regard, the pledgor may be either Customer-debtor or a third party.

444. The pledgor of the property must be its owner or, with the owner's consent, a person having the right of economic management over the property, except in cases established by the legislative acts of the Republic of Kazakhstan.

The Bank may accept property that is jointly owned as collateral subject to the consent of all owners. The right to a share in joint property may be an independent subject of pledge.

445. Property provided as pledge that is subject to registration in accordance with legislation must be properly registered with the authorized bodies (organizations).

446. In the case of a pledge, as provided for by agreements and, as well as legislative acts, the Bank, as the pledgee, shall be entitled to independently sell the pledged property through a compulsory out-of-court procedure. If auctions are used for the compulsory out-of-court sale of the pledged property, they shall be conducted by a proxy appointed by the Bank as the pledgee.

447. The release of collateral shall be carried out in the manner determined by the legislation of the Republic of Kazakhstan and the Bank's internal documents. In this regard:

1) if several items of collateral are provided to secure the repayment of the loan, then in the event of proper performance by the borrower of the obligations under the bank loan agreement and provided that the market value of the collateral items, determined by an appraiser at the time of the borrower's (pledgor's) request for a reduction of the collateral security, exceeds the amount of the unfulfilled part of the borrower's obligations, taking into account the requirements of the Bank's collateral policy, the Bank may, within ten business days from the date of the borrower's (pledgor's) request, take measures to terminate (amend) the agreement (agreements) on the pledge in the part exceeding the amount of the borrower's obligation.

2) if the amount of unfulfilled obligations under the bank loan agreement is less than ten percent of the value of the collateral, the bank may, within twenty business days from the date of the borrower's (pledgor's) application, consider the possibility of replacing the item of pledge with other property, the market value of which, as determined by an appraiser at the time of application, covers the amount of the unfulfilled obligation under the specified bank loan agreement, taking into account the requirements of the bank's collateral policy.

Subsection 3. Penalty

448. A penalty is a specific sum of money that the Customer-debtor is obliged to pay to the Bank in the event of non-performance or improper performance of an obligation.

449. The amount of the penalty is determined as a fixed sum of money (fine) or as a percentage (late payment interest) of the amount of the non-performed or improperly performed obligation.

450. The penalty is paid in the national currency. In cases provided for by legislation, the Bank shall exercise the right to establish and (or) calculate and charge the penalty in a foreign currency.

451. The penalty clause must be made in writing.

Subsection 4. Guarantee

452. Under a guarantee, the Guarantor undertakes to the Bank, as the creditor of the Customer-debtor, to be liable for the performance of the obligation of this Customer-debtor, in full or in part, jointly and severally with the Customer-debtor, except as provided by legislative acts.

453. Persons who have jointly provided a guarantee shall be jointly and severally liable to the Bank as the creditor, unless otherwise established by the guarantee.

454. Guarantors may be citizens and legal entities of the Republic of Kazakhstan, citizens and legal entities of foreign states, international organizations, and foreign states.

455. A guarantee may be expressed in the national currency. A guarantee may be expressed in a

foreign currency in cases provided for by legislation.

456. The Bank may accept guarantees issued in accordance with the Uniform Rules for Demand Guarantees and the Uniform Rules for Contract Guarantees.

457. The Bank accepts a guarantee in writing.

Subsection 5. Suretyship

458. Under a suretyship, the surety undertakes to the Bank, as the creditor Customer of the Customer-debtor, to be liable for the performance of the obligation of this Customer -debtor fully or partially on a subsidiary basis.

459. Sureties may be citizens and legal entities of the Republic of Kazakhstan, citizens and legal entities of foreign states, international organizations, and foreign states.

460. The Bank accepts a suretyship in writing.

Subsection 6. Other methods of securing Customer's obligations fulfillment to Halyk Bank JSC

461. As security for the performance of Customers' obligations to it, the Bank shall be entitled to, in addition to liquidated damages, pledge, guarantee, and suretyship, use other methods of securing the performance of obligations, including retention of property, earnest money, a guarantee deposit, and the assignment of a monetary claim under a financing agreement based on the assignment of a monetary claim.

462. General requirements for other types of security for the performance of obligations:

compliance with the requirements of legislation and business customs regarding the form in which transactions must be conducted, in accordance with which the security is provided;

compliance with the requirements of legislation and business customs, in addition to the requirements for the form and the procedure for conducting the transaction, in accordance with which the security is provided, which are mandatory to ensure that the transaction is not recognized as invalid;

the Bank's ability, upon acceptance of security, to exercise its rights in respect of the security (enforce the security) in the event of non-performance or improper performance by the Customer of its obligations to the Bank;

The method of providing security for the performance of obligations must allow the Bank to transfer its rights of claim under the security to third parties in the simplest manner.

Section 4. On Credit Bureaus

463. The Bank and Customers are participants in the system for the formation and use of credit histories.

When performing operations, the Bank acts as an information provider and a recipient of credit reports.

The Bank's Customers act as subjects of credit histories and recipients of credit reports.

A credit history is a collection of information about a subject of a credit history.

464. When the Bank carries out (performs) bank loan operations, leasing, factoring, and forfaiting operations, issues bank guarantees, issues bank sureties, or carries out operations for the discounting of a bill, a mandatory condition is the availability of written consents from the Customer (an individual or a legal entity):

to provide information about the Customer to credit bureaus;

for the issuance of a credit report.

For the purposes of the legislation of the Republic of Kazakhstan on credit bureaus and the formation of credit histories:

bank loan operations, leasing, factoring, and forfaiting operations, the accounting of promissory notes are treated as loans;

unsecured letters of credit, issued or confirmed guarantees, promissory notes, and sureties are treated as contingent and possible liabilities.

The existence of the written consents specified in this clause is a mandatory condition for the conclusion of a bank loan agreement, the performance of leasing, factoring, and forfaiting operations, and the discounting of bills, as well as the issuance of guarantees, sureties, and letters of credit by the Bank.

465. To provide information to credit bureaus and receive credit reports from credit bureaus, in addition to obtaining consents from Customers, the Bank enters into agreements with credit bureaus on the provision of information and (or) the receipt of credit reports, which establish the scope and terms of information transfer and the receipt of credit reports.

Subject to the Customer's consent to provide information about them to credit bureaus, the Bank, in accordance with agreements, shall submit the following information to the credit bureaus:

- on the amount of debt under the loan received by the Customer from the Bank;
- the total amount of debt under all loans received by the Customer, as well as contingent and possible liabilities;
- the date of issuance, the date (scheduled and actual) of loan repayment, specifying the source of repayment, as well as contingent and possible liabilities;
- information on the composition and methods of security for the performance of obligations (excluding security held in safe deposit boxes, lockers, and premises of the Bank).

The Bank also submits other information to credit bureaus if provided for by the agreements between the Bank and the credit bureaus.

466. The Bank, taking into account the requirements of the legislation of the Republic of Kazakhstan, shall approve the forms of consents.

467. The Bank, as the recipient of a credit report, may use information from credit bureaus for the following purposes:

- risk assessment when granting, monitoring, and extending loans;
- risk assessment when changing the terms of credit agreements;
- risk assessment for other transactions with deferred payments;
- confirmation of the accuracy of the information contained in the credit report.

Customer as the recipient of a credit report, may use information from credit bureaus, including for the purposes of:

- risk assessment when obtaining loans;
- risk assessment when changing the terms of credit agreements;
- confirmation of the accuracy of the information contained in the credit report.

Section 5. Procedure for reviewing Customer appeals arising in the process of providing banking services

468. Record keeping for appeals from individuals and legal entities shall be maintained at the Bank in accordance with the legislation of the Republic of Kazakhstan and the Bank's internal documents.

469. The Bank handles the following Customer requests:

- 1) written requests submitted in person, by mail/courier, via email, the Bank's internet resource, or through the Book of Suggestions and Comments at the outlets of the Bank;
- 2) oral requests received by telephone and during the Customer's direct visit to the Bank's sales channels.

470. Authorized persons at the Head Office and its branches shall conduct personal appointments with individuals and representatives of legal entities at least once a month according to the appointment schedule approved by the CEO of the Bank, branch director (at the branch).

471. Appeals are subject to mandatory receipt, registration, accounting, and consideration.

472. Applications from individuals for loans under retail lending programs are accepted by employees of structural subdivisions of the Bank's branches and are registered in a specialized software module/credit application registration log.

Applications from legal entities and individual entrepreneurs for loans under small and medium business lending programs are registered by Chancellery employees in the Bank's electronic document management system.

473. Requests received by the Bank in oral form (to a Contact Center operator or during a Customer's personal visit) are considered immediately and, if necessary, a response is provided right away.

474. If it is impossible to provide an immediate response to a request by telephone, the Customer is notified accordingly. The Contact Center operator informs Customer that the request, recorded based on their words, is being forwarded for consideration to the relevant structural subdivision of the Bank. If the Customer wishes to receive a written response regarding the measures taken in relation to their request, the Contact Center operator suggests that the Customer submit their request in writing and informs them of the necessary procedures for receiving a response and the timeframes for considering such requests.

475. If a Customer's request cannot be resolved by a Bank official during a personal visit, it shall be submitted by the Customer in writing and shall be processed as a written request.

476. The following requests shall not be considered requests from consumers of banking services:

- 1) requests from bank employees to the bank as an employer regarding labor and social issues, provided they are not related to the provision of banking services, except for cases where a Bank employee is simultaneously a Customer and makes a request regarding the provision of banking services to them;

- 2) corporate conflicts and disputes between shareholders (participants), members of management bodies, beneficiaries, and the Bank itself, which are not related to the provision of banking services Customers (including disputes regarding corporate governance, profit distribution, dividend policy, and the issuance and placement of securities);

- 3) requests from the Bank's counterparties who are not Customers regarding agreements, not related to the provision of banking services (lease, supply, construction, outsourcing, IT support, and other agreements);

- 4) requests for information or clarifications on the legislation of the Republic of Kazakhstan or the terms of financial products, which do not contain expressions of dissatisfaction with the actions (inaction) of the Bank or the terms of financial products;

- 5) requests related to the provision of reporting (tax, statistical, or other) by the Bank, provided they do not contain information regarding the violation of the rights and legitimate interests of the banking services consumer;

- 6) appeals regarding alleged violations of the legislation of the Republic of Kazakhstan, corruption, abuses, as well as other violations without specifying a violation of the rights of a specific banking services consumer;

- 7) requests from mass media, professional and public associations, and other organizations that are not consumers of banking services under a specific agreement (transaction), with the exception of requests made in the interests of a specific banking services consumer with a direct indication to that effect in the request;

- 8) correspondence with state bodies of the Republic of Kazakhstan on issues of control, supervision, and law enforcement, which does not contain independent appeals from banking services consumers;

- 9) appeals that do not allow for the determination of their content and (or) the applicant's requirements (illegible texts, incoherent messages, or mass automated mailings).

Additionally, a Customer request shall not be subject to review by the Bank in the following cases:

- 1) the address to which the response should be sent is not specified;

- 2) the surname, first name, patronymic (if specified in the identity document) and the individual identification number, or the full name of the applicant and their business identification number are not specified;

- 3) the appeal contains obscene or offensive language, threats to the bank's property, threats to the

life, health, and (or) property of a bank employee and (or) their family members;

4) the text of the appeal is illegible;

5) the appeal was submitted by an unauthorized person.

477. The timeframes for preparing responses to appeals Customers are determined based on the timeframe set by the sender (the supervisory authorized body), or the timeframes established by the regulatory legal acts of the Republic of Kazakhstan and the Bank's internal documents.

478. An appeal from a physical and (or) legal entity, for the consideration of which it is not required to obtain additional information from other subjects reviewing appeals, officials, or to conduct an on-site inspection, shall be considered within fifteen business days.

479. If additional study or verification and/or the establishment of actual circumstances relevant to the proper consideration of the appeal is necessary, the period for considering such an appeal may be extended by no more than fifteen business days, of which the applicant shall be notified within three business days from the date the corresponding decision is made.

480. If the resolution of the issues set forth in the appeal requires a long period, the appeal shall be placed under additional control until its final execution, and the applicant shall be notified thereof in writing within three calendar days.

481. For violation of the timeframes for preparing responses to Customers' appeals, the guilty parties shall bear the liability established by the Bank's internal regulatory documents and the legislation of the Republic of Kazakhstan.

482. Customer appeals are considered resolved when the necessary measures have been taken regarding the issues raised and exhaustive answers have been provided to the applicants.

483. The Bank informs Customers of the results of the review of their requests and the measures taken.

484. A natural person, after submitting a request to the Bank regarding banking services provided to them that are not related to business activities, shall be entitled to apply to the financial ombudsman as part of a pre-trial dispute resolution procedure in the following cases:

the bank's refusal to satisfy a claimant's property claim or the claimant's failure to receive a response from the bank within the period provided for in clause 2 of this Article;

Article 61-7 in other cases in accordance with the Law on Banks.

485. A written response to the applicant regarding the results of the appeal review shall be provided in the state language or the language of the appeal and shall contain reasoned and motivated arguments for each request, demand, motion, recommendation, and other issue raised by the applicant, with reference to the relevant requirements of the legislation of the Republic of Kazakhstan, the Bank's internal regulatory documents, agreements related to the issue under consideration, as well as the actual circumstances of the issue under consideration, with an explanation of the applicant's right to appeal the decision made.

486. Responses to Customer appeals are signed by authorized persons in accordance with the Bank's internal regulatory documents.

487. A response Customer's appeal shall be sent by registered mail with acknowledgment of receipt, via courier services to an email address, or by hand against a signature on a second copy upon the applicant's appearance at the Bank, unless otherwise provided by the Bank's internal regulatory documents and the legislation of the Republic of Kazakhstan.

488. A response to an appeal received via email or the Bank's internet resource, which does not contain information constituting a banking secret, as well as other information protected by the legislation of the Republic of Kazakhstan, may also be sent to the email address specified in the Customer's appeal.

489. The Bank analyzes received Customer requests to identify and eliminate the causes that served as the basis for the request.

Section 6. On Combating the Legalization (Laundering) of Proceeds from Crime, the Financing of Terrorism, and the Financing of the Proliferation of Weapons of Mass Destruction

490. In accordance with the legislation of the Republic of Kazakhstan, the Bank is a subject of

financial monitoring and is obliged to implement procedures and measures to combat the legalization (laundering) of proceeds from crime, the Financing of Terrorism, and the Financing of the Proliferation of Weapons of Mass Destruction, including the application of due diligence measures for its Customers (their representatives) and beneficial owners, in cases where:

- 1) establishing business relations with Customer;
- 2) performing operations with money and (or) other property, including suspicious operations;
- 3) there are grounds for doubt about the reliability of previously received information about the Customer (their representative) or the beneficial owner.

491. The Bank identifies Customers prior to the establishment of business relations and also conducts financial monitoring of Customers' operations with money or other property in the manner provided for by the legislation of the Republic of Kazakhstan and the Bank's internal documents.

492. The Bank identifies counterparty banks when establishing business relations by collecting, recording, and analyzing information provided by the correspondent bank in accordance with the procedure for opening correspondent accounts approved by the legislation of the Republic of Kazakhstan, and also collects information on the reputation of the correspondent bank and assesses its involvement in cases of legalization (laundering) of proceeds obtained by criminal means, financing of terrorism and financing the proliferation of weapons of mass destruction.

493. The Bank cooperates with international/foreign institutions and organizations to combat the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction.

494. In order to combat the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, the Bank shall be entitled to:

- 1) refuse to establish business relations with the Customer, suspend and/or refuse to perform operations of the Customer, refuse to accept a foreign exchange contract and/or an additional agreement to a foreign exchange contract for servicing, or terminate business relations with the Customer by unilateral refusal to perform the agreement, in cases:

- established by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, by international economic sanctions, as well as by the Bank's internal regulatory documents, procedures, and agreement;

- suspicions arise in the process of studying operations performed by the Customer that business relations are used by the Customer for the purposes of legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and/or in violation of/circumvention of international economic sanctions;

- repeated refusals by the Bank to perform debit operations on the account or suspensions of all operations on the Customer's bank accounts;

- existence of sanctions against Customer and (or) its affiliates imposed under the jurisdiction of any country (e.g., USA¹, EU², UK, etc.) or international organization (including, but not limited to, the UN³) including cases where the terms and business relations under the agreement may lead to the application of restrictions and (or) sanctions to the Bank;

- the Bank has grounds to believe that operations Customer/the Customer's counterparty are used for the purposes of legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction and/or are subject to international economic sanctions or are aimed at evading international economic sanctions;

- impossibility to take due diligence measures regarding the Customer (their representative) required by the legislation of the RK and the Bank's internal regulatory documents

- 2) require the Customer(its representatives) to provide information and documents necessary for its identification (their representatives), the identification of the beneficial owner, as well as to provide

¹ United States of America.

² European Union.

³ UN (United Nations) – an international organization established to maintain and strengthen international peace and security, and to develop cooperation between states.

information on tax residency, the nature of activities, and other information and documents provided for by the Bank's internal regulatory documents and procedures on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction and (or) as part of complying with the requirements established by international economic sanctions.

Section 7. On compliance with the requirements of the United States of America Law “Foreign Account Tax Compliance Act” (FATCA)

495. In accordance with the requirements of the United States of America Law “Foreign Account Tax Compliance Act” (the “FATCA”), the Bank is a financial institution to which the requirements and sanctions established by FATCA apply.

496. In accordance with the requirements of FATCA, prior to the establishment of business relations with Customers who are individuals and sole proprietors, the Bank shall carry out identification procedures to determine the relationship of the Customer to a United States of America (the “USA”) taxpayer by means of a FATCA Questionnaire completed by the Customer, recording and analyzing information provided by the Customer, as well as conducting due diligence procedures for existing Customers.

497. The Bank identifies Customers – legal entities, including founders (participants) who are individuals/beneficial owners of the legal entity and are US taxpayers, by completing a "Know Your Customer" questionnaire, as well as a FATCA Questionnaire for founders (participants) who are individuals/beneficial owners of the legal entity.

498. The Bank collects additional documents from Customers, founders (participants) who are individuals/beneficial owners, who are US taxpayers. Information regarding Customers who are US taxpayers (surname, first name, patronymic (if any), address, US taxpayer identification number (*TIN*), account balances and transactions) is submitted annually to the authorized tax authority/Internal Revenue Service of the USA (*IRS*).

499. The Bank identifies counterparty banks, as well as financial institutions, regarding their accession for the purpose of complying with FATCA requirements when establishing business relations by collecting, recording, and analyzing information provided by the counterparty bank or financial institution.

500. For the purpose of complying with FATCA requirements, the Bank shall be entitled to refuse to establish business (contractual) relations or to terminate business (contractual) relations with a Customer/counterparty bank in cases established by the Bank's internal regulatory documents.

Section 8. On compliance with the requirements of the Common Reporting Standard (CRS)

501. In accordance with the requirements of the Common Reporting Standard (hereinafter – CRS), the Bank is a financial institution to which the requirements and procedures established by the CRS apply.

502. In accordance with the requirements of CRS, prior to the establishment of business relations with Customers, the Bank carries out identification procedures to determine the tax residency of the Customer in a foreign state (except for the USA) by having the Customer complete a Customer self-certification Questionnaire (Know Your Customer Questionnaire) and maintaining a "Know your customer" database upon the first application to the Bank, as well as upon making changes to information regarding the country of residence, citizenship, tax residency, or place of birth, recording and analyzing information provided by the Customer, and conducting due diligence procedures for existing Customers.

503. The Bank identifies founders (participants) who are individuals/beneficial owners of a legal entity and are tax residents of a foreign state (except the USA) by completing a Customer self-certification Questionnaire (Know Your Customer Questionnaire), which includes CRS requirements, for founders (participants) who are individuals/beneficial owners of the legal entity.

504. The Bank collects additional documents from Customers, founders (participants) who are

individuals/beneficial owners identified as tax residents of a foreign state (foreign states), including a copy of the tax identification number (if any) and a copy of the foreign citizen's passport and/or residence permit in the Republic of Kazakhstan. Information on such Customers (surname, first name, patronymic (if any), address, tax identification number (TIN), account balances and transactions) is submitted annually to the authorized state body of the Republic of Kazakhstan for subsequent transmission to the competent authorities of foreign states participating in CRS.

505. For the purpose of complying with CRS requirements, the Bank shall be entitled to refuse to establish business (contractual) relations or to terminate business (contractual) relations with the Customer in cases stipulated by the Bank's internal regulatory documents.

Section 9. Procedure for working with people with disabilities and people with limited mobility

Subsection 1. Accessibility of Bank Branches

506. When visiting a outlet Bank to receive banking services for PWD and LMPG, unobstructed access to the building and/or premises is provided, and conditions are ensured for receiving banking services in full.

507. For PWD and LMPG, including those using wheelchairs, and visually impaired PWD, the possibility of visiting the premises independently and with the help of a companion is ensured, including entry and movement throughout the outlet.

508. The requirements implemented by the Bank in outlets for the physical accessibility of PWD and LMPG, include the presence of the following components:

- 1) unobstructed access to outlets of the Bank for PWD and LMPG (ramps or lifts meeting the requirements, lowered thresholds and widened doors, handrails, a minimum number of height differences, an equipped sanitary room, etc.);
- 2) comfortable seating or spaces for wheelchairs, as well as a table that will be comfortable for those using wheelchairs;
- 3) contrast markings, tactile ground surface indicators, indoor office navigation, information systems, and the arrangement of waiting areas (equipped with audio information);
- 4) ensuring safety (emergency exits in case of fire, emergency service call systems, and emergency notification systems, including natural disasters);
- 5) staff call button for accompanying Customers at a height of 0.4 m to 0.6 m from the floor;
- 6) a restroom equipped with handrails (where possible);
- 7) accessibility pictograms in outlets of the Bank in accordance with ST RK GOST R 52131;
- 8) a single-leaf entrance door accessible for PWD with musculoskeletal disorders, turnstiles meeting the requirements of SP RK 3.06-101-2012; in the case of double-leaf entrance doors with an effective width of 1200 mm or more, the width of one active leaf shall be 800 mm;
- 9) bright contrast markings at least 0.1 m high and at least 0.2 m wide, located at a height of no less than 1.2 m and no more than 1.5 m from the surface of the pedestrian path on transparent door panels;
- 10) tactile guiding strips with a pattern height of no more than 0.025 m on the main Customer movement paths;
- 11) tactile pictograms in accordance with SP RK 3.06-101-2012;
- 12) tactile ground surface indicators in accordance with ST RK ISO 23599;
- 13) parking spaces for PWD and LMPG in the event that there is a parking lot owned by the Bank;
- 14) hooks for clothing, crutches, and other accessories at a height of at least 0.8 m;
- 15) absence of thresholds and curbs through the use of adaptation tools (portable ramps, threshold ramps, etc.) inside the Bank premises to ensure the unobstructed movement of Customers PWD and LMPG in wheelchairs;

16) a lowered service teller window. Compliance of the teller booth is required only if there is sufficient space in the premises and in the event of the design and construction of a new outlet, or major renovation;

17) an information mnemonic scheme showing the Customer's path of movement in the outlet, which does not obstruct the main flow of visitors, located within a distance of up to 5 m, and at the entrance to the outlet the Bank's operating hours in Braille are placed.

509. Outlet Bank outlets must also comply with other physical accessibility requirements, as well as requirements for the entrance group and navigation according to ST RK 3844-2023.

Subsection 2. Accessibility of the Bank's website and Halyk SuperApp mobile application

510. When serving PWD, the Bank's website must provide features that simplify the visual perception of the interface for visually impaired users, namely:

- 1) font size increase accessibility (3 options);
- 2) ability to change contrast markings and colors (3 options);
- 3) ability to enable or hide images;
- 4) voice assistant when hovering over text.

511. The website and Halyk SuperApp shall provide a help section for Customers containing answers to typical, most frequently asked questions, simplified information on products and services, explanations of basic terminology, as well as a section that collects all information for Customers regarding services and products.

512. The website and in Halyk SuperApp shall provide information for Customers PWD and LMPG regarding the location and operating hours of adapted/partially adapted outlets and ATMs, with sorting by the type of adaptive solution for a particular group of Customers:

- 1) at outlets - a "Accessibility for persons with disability" filter indicating the parameters that show how and in what way the outlet is adapted (adaptation coverage for PWD);
- 2) at ATMs - an "Accessibility for persons with disability" filter with a special icon on the map - shows accessibility for PWD in wheelchairs.

513. When making money transfers to third parties via Halyk SuperApp, PWD and LMPG a "Trusted Contact" mechanism with the following capabilities will be available:

- voluntary activation of the "Trusted Contact" service by the Customer;
- definition of a proxy by the Customer via Halyk SuperApp;
- obtaining the necessary consents from the Customer and the proxy;
- sending a notification to the proxy for additional confirmation or rejection of banking operations;
- establishing the timeout for confirmation of banking operations;
- the possibility for the Customer to withdraw consent for the use of the "Trusted Contact" service.

Subsection 3. Availability of Information

514. The Bank provides information, including audio and visual, which provides for the presence of the following elements:

1) "audio beacon" system - equipped with a loudspeaker and a motion sensor. When human movement is detected within the range of the entrance group of the Bank outlet, a voice announcement is triggered in 2 languages, namely: "Халық Банкіне қош келдіңіз" and "Добро пожаловать в Народный Банк", thereby Customers with visual impairments can navigate by sound and visit the Bank's outlets. The audio beacon includes a loudspeaker and a motion sensor and is connected to a 220V power supply. The device is installed at the entrance group, next to the door, at a height of 2-2.5 m;

2) A portable induction loop system for the hearing impaired is a compact portable solution for the checkout area that enables the transmission of audio information to hearing-impaired Customers' hearing aids in "T" mode, as well as to devices with Bluetooth support, providing an operating range of

up to 10 meters via the Bluetooth channel and 2 meters in "T" mode; it is used in high-traffic areas with high noise levels. The equipment is connected to a 220V power supply, installed on the countertop behind the glass on the cashier's side, with the front facing the Customer. PWD with hearing impairment can switch their hearing aid to "T" mode or to Bluetooth reception mode to receive information from the cashier, who speaks into the device's built-in microphone.

515. Outlet Bank outlets are provided with magnifying glasses or electronic handheld video magnifiers, which may be required by visually impaired Customers for comfortable review of any information and the performance of operations.

516. The Bank ensures the timely, loud, and clear audio announcement of the electronic queue number and the corresponding service window on the electronic display.

517. Adaptation for PWD self-service devices, where technically feasible, shall be equipped with a headphone jack, international tactile markings for keyboard keys, and Braille, including a feature to switch to a special operating mode to ensure the security of operations (darkened screen), so that Customer with low vision or total blindness can listen to personal information. The menu must be voiced in a correct, sequential, and clear order with a language selection option.

518. If an ATM is not adapted for independent use by a Customer with visual impairments (for example, it lacks an audio jack and corresponding control capabilities, or has only a touch screen to which access for a Customer with visual impairments is limited or absent) and is located in a Bank outlet, after the Customer has independently entered their PIN, the outlet employee is recommended to offer assistance to the Customer in performing operations, for example, by pressing the ATM buttons or the touch screen to carry out the necessary operations, while simultaneously commenting on their actions to the Customer.

Subsection 4. Accessibility of Bank products (loans, deposits, cards, accounts)

519. Loans and other Bank products are available to all categories of Customers, including PWD and LMPG.

520. The Bank's current credit scoring allows for the determination of the solvency level provided there is an official source of income in accordance with the requirements of banking legislation.

521. Loans are issued on equal terms for all individuals. PWD and LMPG are not singled out as a separate risk category of Customers, which ensures compliance with the principle of a non-discriminatory approach.

522. PWD and LMPG have the opportunity to obtain a loan, both by applying in person at a Bank outlet (offline) and remotely — via Halyk SuperApp.

523. PWD and LMPG can independently set a restriction on obtaining a loan using the "Stop Credit" service on the eGov portal if necessary, which provides additional protection against loans being taken out without their consent and other fraudulent actions by third parties.

524. The procedure for servicing third parties under a power of attorney issued by notaries for current and deposit accounts of individuals at the Bank is regulated by internal regulatory documents.

525. In the case of an application by PWD and LMPG, the use of facsimile signature copying is permitted, either by the Customer/contributor/attorney placing a stamp of their last name and initials, or their full name, taking into account the integration of the Bank's systems with the state information system (www.enis.kz), which is used to verify the legitimacy of the presented powers of attorney.

526. In the case of card issuance for PWD and LMPG, the use of facsimile signature copying is permitted. In this case, applications for the issuance/reissuance and maintenance of the card, and the card receipt sheet are signed by the Customer by placing a facsimile copy of the personal signature of the Customer. The signing of applications for the issuance/reissuance and maintenance of the card and other documents by the Customer placing a stamp of their surname and initials, or surname, first name, and patronymic, is permitted.

Subsection 5. Staff training on communicating with PWD and LPMG. Communication with the contact center

527. The Bank provides priority service to Customers who are PWD and LMPG:

1) Customers with visual impairments—are provided with orientation and mobility assistance, help with electronic queue tickets, and guidance to the appropriate service window when the corresponding number appears on the electronic display;

2) Customers with hearing and/or speech impairments – calm, clear speech with distinct articulation is used during service;

3) Customers with musculoskeletal disorders or missing limbs (including people with upper limb motor impairments) – assistance is provided when entering the premises if they have difficulty doing so independently: opening the door, orienting themselves in the outlet, help in choosing the right specialist/the right operations and escorting them to the service window.

528. Bank employees are trained in the correct terminology regarding PWD and LMPG, and examples of behavior that is non-discriminatory on the basis of disability are provided.

529. The Contact Center provides 24/7 telephone service for Customers PWD and LMPG. Customers with visual or motor impairments can receive oral consultations on all banking products. Identification of the Customer can be performed using a code word and voice biometrics, which simplifies the process for visually impaired users. For Customers with hearing impairments, an alternative is provided – the chat in Halyk SuperApp.

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