RETAIL HOUSING CONSTRUCTION SAVINGS DEPOSIT ACCESSION AGREEMENT

SECTION I. General

Article 1. Introduction

1.1. This Retail Housing Construction Savings Deposit Accession Agreement (the "HCS Agreement") defines the terms and conditions for the placement of funds (the "Deposit") by the Depositor in a savings account (the "Account") with Halyk Bank of Kazakhstan JSC (the "Bank"). The terms and conditions of the Deposit shall be approved by the Bank's authorized body and posted on the Bank's official website at www.halykbank.kz (the "Bank's website") and in the Bank's outlets. The HCS Agreement is an accession agreement entered into in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan.

The HCS Agreement, along with the terms and conditions of the retail bank deposit (including, but not limited to, the following information: term, interest rate, annual effective interest rate, currency, tariffs, minimum Deposit amount, interest rate on the Deposit) shall be posted on the Bank's website.

1.2. The HCS Agreement shall be entered into by completing a Bank Account Application in electronic form (the "Application") signed with an electronic digital signature generated by the Bank (the "Password") or through dynamic identification of the customer using a one-time password (OTP) sent via PUSH/SMS ("dynamic identification"). The specific terms and conditions of the Deposit – the type of Deposit, amount, term, interest rate, including the annual effective interest rate, the frequency and interest payment, and the option of replenishment/partial withdrawal operations and the terms and conditions of early withdrawal, and the terms and conditions of the housing loan shall be determined by the Parties in the Application.

1.3. The Application, provided it is completed and submitted to the Bank in accordance with the terms and conditions of the HCS Agreement, shall be considered equivalent to a Depositor's Application submitted on paper and certified by their signature.

1.4. Acceptance by the Bank of the Application from the Depositor shall mean the accession of the Depositor to the HCS Agreement. The Application shall be deemed accepted after the Bank sends the Depositor a notification of the Deposit placement via methods determined by the Bank independently. The Application signed by the Depositor in the manner established by the Agreement shall form an integral part of the HCS Agreement.

1.5. The HCS Agreement shall be deemed entered into and shall enter into force from the date the Deposit amount is credited to the Account and shall be considered terminated after the Parties have fulfilled all its terms and conditions, including the completion of mutual settlements between the Parties. Matters not addressed in the HCS Agreement but relating to the subject matter of the Agreement shall be governed by the laws of the Republic of Kazakhstan ("RK laws").

1.6. The Application signed by the Depositor in the manner established by the HCS Agreement shall form an integral part thereof, and shall evidence that the Depositor has received, read, understood, and accepted the HCS Agreement in full, without any comments or objections. The Depositor shall not be entitled to refer to the absence of their signature on the HCS Agreement as evidence that the HCS Agreement was not received/read/understood/accepted thereby, if the Bank possesses an Application signed (completed) by the Depositor in the manner established by the HCS Agreement. By signing (completing) the Application, the Depositor accepts all terms and conditions for the placement and maintenance of the Deposit and accedes to the HCS Agreement, and further confirms that all provisions of the HCS Agreement fully correspond to the interests and will of the Depositor.

1.7. The Application accepted by the Bank shall form an integral part of the HCS Agreement.

1.8. The HCS Agreement and the Application form shall be posted on the Bank's official website.

Article 2. Terms and Definitions

The following terms shall be used in the HCS Agreement:

2.1. **Bank** – Halyk Bank of Kazakhstan Joint Stock Company;

2.2. **Biometric data** – personal data that characterize the physiological and biological characteristics of a data subject, based whereon their identity can be established. Such characteristics may include, but are not limited to, fingerprints, iris of the eye, facial features, voice, handwriting, or gait. These characteristics shall be collected by special software and hardware tools;

2.3. **Deposit** – money deposited into the Account(s) under the terms and conditions specified by the HCS Agreement and the Application;

2.4. **Ready-made housing** – a residential house/apartment in a multi-apartment residential building/complex of individual residential houses, acquired by the Depositor using the Contract Amount;

2.5. **Housing Loan** – a special-purpose loan extended by the Bank to the Depositor for the purpose of improving housing conditions in accordance with the laws of the Republic of Kazakhstan on housing construction savings, the terms and conditions of the HCS Agreement, the lending program selected by the Depositor, and a separate bank loan agreement;

2.6. **HSS** – housing construction savings accumulated by the Depositor to obtain a Housing Loan at an interest rate on the Deposit, including:

money contributed to the Housing Deposit (the Depositor’s own funds);

interest accrued on the balance of funds held in the Account;

2.7. **Depositor** – an individual in the name whereof the Account(s) is/are opened and the Deposit is placed in accordance with the HCS Agreement;

2.8. **Contributor** – a person who makes a Contribution in the name of a third party (retail depositor) and enters into an HCS Agreement with the Bank in their own name;

2.9. **Annual effective interest rate** – the interest rate on a reliable, annual, effective, and comparable basis for services calculated in accordance with the Rules for calculating interest rates on a reliable, annual, effective, and comparable basis (real cost) for loans and deposits approved by the authorized body;

2.10. **Dynamic identification** – a procedure for establishing the identity of the customer in order to unambiguously confirm their right to sign the Application and the HCS Agreement;

2.11. **Trusted Number** – the Depositor’s personal mobile phone number which passwords for performing operations in HSA App, and for performing operations during the Depositor’s personal visit to the Bank, 3D Secure codes, and Push/SMS notifications regarding deposits, etc., requiring a higher level of security, will be sent to;

2.12. **HCS Agreement** – Retail Housing Construction Savings Deposit Accession Agreement entered into by and between the Bank and the Depositor, that defines the terms and conditions and procedure for placing the Deposit with the Bank in the Account(s);

2.13. **Contract Amount** – the amount of money required by the Depositor to purchase Ready-made Housing [carry out measures to improve housing conditions][1], consisting of housing construction savings and a housing loan. The Contract Amount shall be determined by the Depositor independently at the time of signing the HCS Agreement and is reflected in the Application;

2.14. **Halyk Super App Mobile App (HSA App)** – the Bank’s software installed on a mobile phone and/or tablet computer, and/or any other device that supports the installation of the Bank’s software and allows the Depositor to perform banking operations;

2.15. **Minimum required amount of accumulated funds (Minimum Savings Amount)** – funds defined in the HCS Agreement for obtaining a Housing Loan [and an Interim Housing Loan][2]. The Minimum Savings Amount is reflected in the Application when signing the HCS Agreement;

2.16. **Estimated Indicator** – estimated value determined by the Bank for each HCS Agreement to establish the priority of payment of contract amounts;

2.17. **Preliminary Housing Loan** – a special-purpose loan extended by the Bank to the Depositor within the limits of the contract amount for the purpose of improving housing conditions, without the requirement to repay the principal before receiving the contract amount the balance whereof is repaid using the contract amount in accordance with the laws of the Republic of Kazakhstan on housing construction savings, the Bank’s internal documents, and the terms and conditions of the bank loan agreement;

2.18. **Agreement Prolongation** – placement of the Deposit for a new term upon the expiration of its placement term;

[1] If there are other purposes for obtaining the Loan

[2] If there is a condition for the extension of an Interim Housing Loan

2.19. **Interim Housing Loan** – a special-purpose loan extended by the Bank to the Depositor for the purpose of improving housing conditions, provided that the Minimum Savings Amount has been accumulated, the balance whereof is repaid using the contract amount under the HCS Agreement in accordance with the laws of the Republic of Kazakhstan on housing construction savings, the Bank's internal documents, and the terms and conditions of the bank loan agreement;

2.20. **Business day/banking day** – a calendar day (excluding official weekends and non-working holidays) when banks perform operations in the Republic of Kazakhstan;

2.21. **Parties** – the Bank and the Depositor/Contributor;

2.22. **Account** – retail savings account with the Bank opened according to the terms and conditions of the HCS Agreement for the purpose of accounting for the Deposit and reflecting operations therewith;

2.23. **Push notifications** – information and other messages sent by the Bank to the Depositor in the HSA App.

Article 3. Subject Matter of the Agreement

3.1. The Bank shall accept a Housing Deposit in KZT from the Depositor and place it in the Account(s) under the terms and conditions established by the HCS Agreement and the Application, with the Depositor being entitled to subsequently obtain a Housing Loan from the Bank in accordance with the terms and conditions of the HCS Agreement.

3.2. Operations related to the Depositor's engagement in entrepreneurial activity, notarial activity, legal practice, enforcement of executive documents, dispute resolution through mediation, or activity as a self-employed person shall not be permitted on the Account(s). The Depositor shall be liable for any violation of the provisions of this clause of the HCS Agreement (the Bank shall not be liable for the execution of instructions on the Account(s) that may be related to such activities).

3.3. For the purposes of identifying the Depositor/authorizing transactions, the Bank may additionally use:

3.3.1. a photo image of the Depositor stored in the Bank's database (if available);

3.3.2. biometric data of the Depositor (subject to a corresponding application from the Depositor); and/or

3.3.3. a payment card, a Password generated by the Bank (if the Depositor possesses them), dynamic customer identification:

sending a one-time password to the Depositor via SMS to the Trusted Number or a Push notification in the HSA App containing information on the main terms and conditions of the transaction, and obtaining the Depositor's consent thereto through the Depositor providing the password to the Bank employee during the Depositor's personal visit;

sending a one-time password to the Depositor via SMS to the Trusted Number or a Push notification in the HSA App, provided that the customer is registered in the HSA App and has subscribed to the notification service providing information on the main terms and conditions of the transaction;

3.3.4. other identifying parameters.

3.4. The deposit interest rate, the loan interest rate, [fee][3], the Contract Amount, and the minimum savings amount are reflected in the Application upon entering into the HCS Agreement. The Bank shall reflect the rates, the Contract Amount, and the Minimum Savings Amount for the Depositor in the HSA App. In the event that the Depositor changes the Deposit parameters, such changes shall be reflected in the HSA App without entering into an addendum to amend the Application.

3.5. The Contract Amount shall be provided by the Bank to the Depositor in the manner and within the timeframes established by the Bank's internal documents, and after compliance with all the conditions listed below:

3.5.1. accumulation by the Depositor of an amount of money in the Account of no less than the Minimum Savings Amount;

3.5.2. achievement by the Depositor of the minimum value of the Estimated Indicator, but no earlier than 36 months after conclusion of the HCS Agreement;

3.5.3. provision of collateral to secure the Housing Loan in accordance with the requirements of the

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[3] Specified if fee applies

Bank’s internal documents;

3.5.4. no third-party encumbrances, including those of government agencies, on the Deposit;

3.5.5. confirmation of the Depositor’s solvency and creditworthiness to repay the Housing Loan [Interim Housing Loan][4] [Preliminary Housing Loan][5].

3.6. A Housing Loan [Interim Housing Loan][6] [Preliminary Housing Loan][7] may be used only for the acquisition of Ready-made Housing [measures to improve the Depositor’s housing conditions][8] by the Depositor, as defined by the laws of the Republic of Kazakhstan and the Bank’s internal documents.

3.7. The accumulation period of the Deposit shall be specified in the Application. Upon expiration of the accumulation period of the Housing Deposit, the accumulation period shall be deemed extended until the Depositor obtains a Housing Loan or the Deposit term expires after the maximum possible number of extensions of the HCS Agreement.

Article 4. Making a Contribution

4.1. The Deposit shall be accepted by the Bank provided that the Depositor has a current account or a current account in the card database in KZT with the Bank (the “current account” or “card account”, respectively).

4.2. In the absence of a current account(s)/card account(s) with the Bank, the Depositor shall open one under the terms and in the manner determined by the relevant agreement between the Bank and the Depositor and the Bank’s internal regulatory documents.

4.3. The Deposit may be made only by wire transfer. Based on the Application and the HCS Agreement, the Bank shall debit the Deposit amount from the current account(s) (via direct debiting, without obtaining additional consent from the Depositor) and credit the debited amount to the Account(s).

4.5. The document confirming the placement of the Deposit to the Bank is the Application with the Bank’s marks of acceptance of the Deposit, or the Application in electronic form, secured by a Password or via dynamic identification;

4.6. The Bank shall send the Depositor confirmation of the individual identification code assigned upon opening the Account in the manner specified by the Depositor in the Application on the day the Deposit amount is credited to the Account.

4.8. Applications sent via the HSA App before 23:45 Astana time shall be processed on the current banking day. Applications submitted after 23:45 Astana time shall be processed on the next banking day.

Article 5. Deposit Replenishment

5.1. Additional contributions shall be made:

5.1.1. in cash:

- by the Depositor, and by third parties on their behalf, by depositing cash into the Account(s) on the basis of a corresponding cash document;

- by third parties acting in their own name, by depositing the corresponding amount of cash into the Bank’s cash desk for transfer to the Account(s) on the basis of a transfer application (without opening a bank account);

5.1.2. by wire transfer:

- the Depositor, and third parties acting on their behalf, shall ensure the amount of the additional contribution is available in the Depositor’s current account(s)/card account(s) and shall perform a transfer of the corresponding amount of money from the current account(s)/card account(s) to the Account(s) on the basis of a corresponding application from the Depositor;

- by third parties acting in their own name, by transferring the corresponding amount of money from an account to the Account(s) on the basis of a transfer application.

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[4] If there is a condition for the extension of an Interim Housing Loan

[5] If there is a condition for the extension of a Preliminary Housing Loan

[6] If there is a condition for the extension of an Interim Housing Loan

[7] If there is a condition for the extension of a Preliminary Housing Loan

[8] If there are other purposes for obtaining the Loan

Article 6. Interest on the Deposit

6.1. The interest rate shall remain unchanged throughout the entire term of the Deposit specified in the Application.

6.2. Interest on the Deposit shall be calculated at the rate specified in the Application and from the day following the date of receipt of funds into the Account/prolongation until the date of expiration of the Deposit term based on the actual balance of the Deposit. The date of receipt and the date of full repayment of the Deposit amount shall be counted as one day. For the purpose of calculating interest, a month is conditionally considered to be 30 days, and a year is considered to be 360 days.

6.3. Interest shall be paid monthly on the date the Deposit was opened. If the interest payment date falls on a weekend or a public holiday, the actual capitalization of the interest shall be performed on the payment date without postponement. In this case, the amount of interest capitalized on a monthly basis shall increase the balance of the Deposit.

Article 7. Deposit Extension

7.1. The Bank shall automatically prolong the Deposit on the date of the Deposit's expiration for the same term and under the same terms and conditions.

7.2. Upon prolongation, the Deposit shall be automatically placed for the same term under the terms and conditions of the HCS Agreement, with interest accrued at the rate specified in the Application.

7.3. The HCS Agreement shall be automatically prolonged no more than ten times, after which the Deposit and the accrued interest shall be paid by the Bank to the Depositor's current account(s)/card account(s) without additional notice to the Depositor.

7.4. In the event that the period of attachment exceeds the term of the Deposit, taking into account the number of prolongations established by the Bank, the Bank shall continue to prolong the Deposit after the final prolongation at the rate specified in the Application.

Article 8. Early Termination of the HCS Agreement

8.1. The HCS Agreement shall be terminated early at the initiative of the Depositor based on their application, or by the Bank in accordance with clauses 10.1.4 and 10.1.10 hereof, provided that no Preliminary Housing Loan / Interim Housing Loan has been extended. In the event of early withdrawal of the Deposit, including cases after the extension of the Deposit term, at the initiative of the Depositor, the HCS Agreement shall terminate.

8.2. Upon early termination of the HCS Agreement, interest shall be recalculated in the following manner:

- up to 30 calendar days from the date of the HCS Agreement – no interest on the Deposit shall be accrued;

- over 30 calendar days from the date of the HCS Agreement – interest shall be accrued for the actual term of the Deposit (Deposit balance) in the Account(s) at the rate specified in the Application or at the rate determined according to clause 7.2 hereof – after the last extension of the Agreement.

8.3. Upon withdrawal of the Deposit and its debiting from the Account(s), a fee shall be charged according to the Bank's Tariffs.

8.4. If third-party claims for the compulsory withdrawal of the Deposit from the Account are filed against the Account (payment demands, collection orders, etc.) that do not require the Depositor's consent for such withdrawal, the Bank, provided there are funds in the Account taking into account the Bank's fee, shall fulfill such claims by directly debiting the Account and subsequently transferring the funds to the third parties.

The Bank shall not be liable for losses incurred by the Depositor in the event of the withdrawal of funds from the Housing Deposit or the imposition of an attachment on the amount of the Housing Deposit at the request of third parties.

In the event of the foreclosure on the entire balance of the Deposit by third parties, the HCS Agreement shall terminate early at the initiative of the Depositor.

8.5. If an attachment is imposed on the Deposit based on instructions from third parties, the Bank shall attach the funds in the Account; in this case, the terms and conditions of the HCS Agreement shall not be considered violated.

8.6. The Agreement may be terminated by the Bank through repudiation in cases provided for by the laws of the Republic of Kazakhstan and the HCS Agreement. In such case, the Bank shall return the Deposit amount and the interest accrued in accordance with this clause of the HCS Agreement to the current account(s)/card account(s) on the date specified in the corresponding notification from the Bank. In this instance, interest shall be accrued in accordance with the terms and conditions of the HCS Agreement based on the rate specified in the Application for the actual term of the Deposit placement in the Account(s) (from the date of Deposit placement to the date of repayment). After the repayment of the Deposit, the Bank shall close the Account(s).

8.7. The disbursement of funds from the Account of a Depositor who is deceased/declared deceased shall be made to heirs/other persons authorized in accordance with the RK laws and the Bank's internal documents.

8.8. The disbursement by the Bank of a share of the Housing Deposit (a share in inherited property/a share in the joint estate of spouses) for any amount shall entail the termination of the Agreement and the recalculation of the interest on the Deposit in accordance with the terms of early termination.

Article 9. Rights and Obligations of the Depositor

9.1. **The Depositor shall be entitled to:**

9.1.1. receive full information on the status of the Account;

9.1.2. make additional contributions to the Account(s);

9.1.3. close the Account(s) upon submission of an Application for Account Closure, provided that there are no outstanding claims against the Account(s) and/or no Preliminary Housing Loan / Interim Housing Loan has been extended, and in accordance with the laws of the Republic of Kazakhstan, by notifying the Bank 7 days prior to the intended date of early termination of the HCS Agreement;

9.1.5. change the Contract Amount in the manner provided for by the HCS Agreement;

9.1.6. upon accumulation of the Minimum Savings Amount under the HCS Agreement and achievement of the required Estimated Indicator value, subject to compliance with clause 3.5 of the HCS Agreement, apply to the Bank with an application (loan application) for a Housing Loan [Preliminary Housing Loan][9] [Interim Housing Loan][10] on the terms established by the HCS Agreement and the bank loan agreement;

9.1.7. apply to the Bank with an application (loan application) for an Interim Housing and/or Preliminary Housing Loan. The Bank's requirements and the terms and conditions of the Interim Housing and Preliminary Housing Loans shall be established by the Bank's internal documents. In this regard, extension of Interim Housing and/or Preliminary Housing Loans is not an obligation of the Bank, and the Bank shall be entitled to refuse the extension of Interim Housing and/or Preliminary Housing Loans on any grounds, including due to a lack of available funds;

9.2. **The Depositor shall be obliged to:**

9.2.1. open current account(s)/card account(s) in KZT (if none is opened);

9.2.2. put the Deposit into the Account(s) in the manner established by the Agreement to accumulate the Minimum Savings Amount;

9.2.3. notify the Bank in writing or via other means of communication agreed upon by the Parties of any changes to their details (passport data, IIN – providing supporting documents, residential address, phone number, e-mail, fax number, and other information) no later than five days from the date of such changes;

9.2.4. provide the Bank with information and documents necessary for the Bank to fulfill the obligations provided for by the laws of the Republic of Kazakhstan and the Bank's internal documents, including information on beneficial owners;

9.2.5. comply with the terms of the HCS Agreement;

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[9] If there is a condition for the extension of a Preliminary Housing Loan

[10] If there is a condition for the extension of an Interim Housing Loan

9.2.6. provide a scan of biometric data (a visual image of the Depositor's fingerprint) and/or a payment card/Password generated by the Bank, or other identification documents/means as an additional means of identification;

9.2.7. immediately verify all information received from the Bank, including notifications and statements. If the Depositor discovers any inaccuracies, incorrect and/or incomplete execution, or the presence of unauthorized banking transactions, they must immediately, no later than 1 (one) business day, notify the Bank in writing;

9.2.8. in the event of the replacement of persons authorized to manage the Account on the basis of a power of attorney, or the early termination of their authority, notify the Bank in writing immediately within 1 (one) business day on which the corresponding power of attorney was amended or revoked;

9.2.9. provide a document confirming tax residency in the Republic of Kazakhstan in order to exclude the withholding of individual income tax by the Bank in accordance with the laws of the Republic of Kazakhstan;

9.2.10. fulfill other obligations to the Bank in accordance with the terms and conditions of the HCS Agreement and the laws of the Republic of Kazakhstan.

Article 10. Rights and Obligations of the Bank

10.1. The Bank shall be entitled to:

10.1.1. amend the terms and conditions of the HCS Agreement and the Bank's tariffs in accordance with the terms and conditions of the HCS Agreement;

10.1.2. without additional consent from the Depositor, debit the Account(s) for Bank fees, the Depositor's debts to the Bank under other banking service agreements entered into by and between the Depositor and the Bank, and funds erroneously credited to the Account(s), overpaid/overcredited amounts, other debts of the Depositor to the Bank under the Agreement, and under other obligations of the Depositor to the Bank, by direct debiting of the Account(s) on the basis of documents provided for by the laws of the Republic of Kazakhstan, the Agreement, and the Bank's internal documents, and in the event of insufficient funds in the Account(s), by means of direct debiting of any of the Depositor's bank accounts opened with the Bank, on the basis of documents provided for by the laws of the Republic of Kazakhstan, the HCS Agreement, and the Bank's internal documents, which the Depositor unconditionally agrees to.

The Depositor hereby grants the Bank the right to debit funds by direct debiting of the Account/other accounts opened with the Bank, without additional consent from the Depositor, in the cases and manner defined in this clause of the HCS Agreement;

10.1.3. unilaterally refuse to open Account(s) for the Depositor and establish business relations therewith;

10.1.4. terminate business relations with the Depositor without explaining the reasons and refuse to execute the Depositor's instructions to perform transactions on the Account(s) on the grounds provided for by the laws of the Republic of Kazakhstan on anti-money laundering and countering the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, and by the Bank's internal regulatory documents;

10.1.5. recover from the Depositor all debts (including principal, interest) under the loan, and penalties provided for by the terms and conditions and/or the bank loan agreement, from any of the Depositor's accounts in the manner prescribed by the laws of the Republic of Kazakhstan, in the event of non-fulfillment (violation) by the Depositor of the terms and conditions of the concluded HCS Agreement and/or the bank loan agreement;

10.1.6. provide the Depositor with information on the status of the Account(s), transactions thereon, and any information materials (including notifications) via open communication channels (e-mail, fax, etc.), if the Depositor has initiated a request to the Bank via such communication channels or if the Bank deems it appropriate to send a corresponding message to the Depositor in order to increase the security level of transactions in the Accounts (in particular, the Bank may send SMS/Push notifications, provided that the customer is registered in the HSA App and has subscribed to the service of notification on the main terms of the transaction). By submitting an Application in the manner established by the HCS Agreement, the Depositor gives the Bank official written consent for the Bank to provide information on the Accounts and confirms that they are aware of the risk of unauthorized receipt of information sent by the Bank via open communication channels in accordance with this clause of the HCS Agreement, and assumes such risk;

10.1.7. refuse to execute instructions from the Depositor or persons authorized thereby to perform transactions in the Account(s), if such instructions and the documents provided therewith contradict the requirements of the current laws of the Republic of Kazakhstan and the Bank's internal documents, or if there are insufficient funds in the Account(s) to execute such instructions;

10.1.8. require the Contributor, the Depositor (representative thereof) to provide information and documents necessary for the identification of the said persons, the identification of the beneficial owner, and to provide information on tax residency, the nature of activities, and the source of funding for the transactions being performed, and documents related to the conduct of transactions;

10.1.9. refuse the Contributor, the Depositor (representative thereof) to withdraw funds from the Account and/or suspend all debit transactions on the Depositor's bank accounts in the event of suspicions that such transactions are being carried out for the purpose of money laundering, or the financing of terrorism and the financing of the proliferation of weapons of mass destruction;

10.1.10. terminate business relations with the Contributor, Depositor by unilaterally refusing to perform the HCS Agreement, in cases of:

the emergence, in the process of reviewing transactions performed by the Contributor, Depositor (or representative thereof), of suspicions that the business relations are used thereby for the purposes of money laundering, or the financing of terrorism and the financing of the proliferation of weapons of mass destruction;

the existence of sanctions against the Contributor, Depositor and (or) their affiliates, imposed in accordance with the jurisdiction of any country (e.g., USA[11], EU[12], UK, etc.) or international organization (including, but not limited to, FATF[13] and the UN[14]);

the impossibility of taking due diligence measures regarding the Contributor, Depositor (or representative thereof), as provided for by the laws of the Republic of Kazakhstan and the Bank's internal regulatory documents;

10.1.11. contact the Contributor or the notary who issued the power of attorney, and perform other actions to obtain confirmation of the fact that the corresponding power of attorney was issued;

10.1.14. refuse to provide an Interim Housing Loan or a Preliminary Housing Loan;

10.1.15. in accordance with the laws of the Republic of Kazakhstan, withhold individual income tax amounts from the amount of capitalization of interest on the Deposit of non-residents of the Republic of Kazakhstan in the event that the latter fail to confirm their residency in the Republic of Kazakhstan.

10.2. The Bank shall be obliged to:

10.2.1. account for the Deposit in the Account(s);

10.2.2. accrue interest on the Deposit amount in accordance with the terms and conditions of the HCS Agreement and the Application;

10.2.3. return the Deposit and the interest accrued according to the terms and conditions of the HCS Agreement upon the Depositor's request;

10.2.4. issue statements/certificates for the Account(s) upon the Depositor's request in accordance with the Bank's tariffs;

10.2.5. return the Deposit based on the Depositor's application for account closure within the timeframes established by the laws of the Republic of Kazakhstan;

10.2.6. upon the occurrence of the conditions provided for by the HCS Agreement, based on an application (loan application) for a loan, extend a Housing Loan to the Depositor by entering into a bank loan agreement therewith. The Housing Loan shall be extended through the simultaneous payment of the Contract Amount;

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[11] United States of America

[12] European Union

[13] Financial Action Task Force (FATF). An intergovernmental organization that develops global standards in the field of anti-money laundering and countering the financing of terrorism (AML/CFT), as well as conducts assessments of the compliance of national AML/CFT systems with these standards.

[14] United Nations - an international organization created to maintain and strengthen international peace and security, and to develop cooperation between states.

10.2.7. for the purpose of determining the priority of the Housing Loan payment, calculate the Estimated Indicator under the HCS Agreement in the manner determined by the laws of the Republic of Kazakhstan.

Article 11. Liability of the Parties. Exclusion of Liability

11.1. The Bank shall not be held liable for the actions of persons authorized by the Depositor to manage the Account(s) in the event that the Depositor fails to notify the Bank/fails to notify the Bank in a timely manner regarding the replacement of such persons or the early termination of their authority in accordance with clause 9.2.8 hereof.

11.2. In all cases, the Bank's liability for breach of the terms and conditions of the HCS Agreement, including for an unjustified refusal to execute or improper execution of the Depositor's instructions, shall be limited to the amount of actual damage caused to the Depositor by the unlawful actions/omissions of the Bank.

To receive the amounts specified in this clause, the Depositor (or representative thereof) shall apply to the Bank with a statement specifying the amount and justification of the actual damage incurred by the Depositor. After the Bank reviews the Depositor's statement, the amount may be paid by crediting funds to a bank account opened with the Bank or by disbursing cash to the Depositor.

11.3. The Bank shall not be held liable for cases of non-performance or improper performance of obligations under the HCS Agreement if such failure resulted from force majeure circumstances, including: software failures, power outages, damage to communication lines, and other circumstances beyond the control of the Parties. The Bank shall fulfill its obligations under the HCS Agreement immediately after the cessation of the aforementioned circumstances and their consequences.

11.4. After the termination of force majeure circumstances, the respective Party shall resume the performance of its obligations under the HCS Agreement. If a force majeure circumstance continues for more than one month after its occurrence, the Parties shall be entitled to terminate the HCS Agreement by mutual consent, provided that the interested Party notifies the other Party in writing no later than fifteen calendar days prior to the date of such termination.

11.5. The Bank shall not be held liable for the non-performance/improper performance of its obligations under the HCS Agreement, including the inability to credit funds to the Account(s) in the event that the Bank receives acts on temporary restrictions on the disposal of property, resolutions and (or) orders of authorized state bodies or officials on the suspension of debit operations on the bank account, acts on the seizure of funds in the bank account, and judicial acts on the recovery of funds, orders of a bailiff requesting information on the existence and numbers of bank accounts, or claims of third parties in accordance with the laws of the Republic of Kazakhstan.

Furthermore, the withdrawal of funds from the Account(s) without the Depositor's consent, the suspension of debit operations on the Account(s), the seizure of funds held in the Account(s), and temporary restrictions on the disposal of property shall be carried out only on the basis of properly executed documents in the cases and manner provided for by the laws of the Republic of Kazakhstan. The Bank shall not be liable for losses incurred by the Depositor in such cases.

11.6. In the event that the Bank fails to extend the Housing Loan while the Depositor has fulfilled all terms and conditions of the HCS Agreement, provided that the rights under the HCS Agreement have not been transferred and/or pledged by the Depositor in favor of other persons, the Bank shall be liable in accordance with the laws of the Republic of Kazakhstan and shall be obliged to repay the Deposit no later than 7 (seven) calendar days from the date of receipt of the Depositor's request.

Article 12. Deposit Insurance

12.1. At the time of entering into the HCS Agreement, the Deposit is subject to mandatory deposit insurance.

12.2. In the event of changes to the laws of the Republic of Kazakhstan regarding deposit insurance, the insurance terms and conditions applicable to the Deposit shall be determined taking into account such changes to the laws of the Republic of Kazakhstan.

12.3. Notification of the Bank's participation in the mandatory deposit insurance system and other information regarding deposit insurance, including, but not limited to, information on the terms and procedure for payment of insurance compensation, including the transfer of unclaimed compensation amounts, shall be posted on the Bank's website.

Article 13. Dispute Resolution

13.1. Any disagreements and disputes arising in connection with the conclusion, performance, or termination of the HCS Agreement shall be settled by the Parties through negotiations.

The Bank shall consider the Depositor's claims in the manner and within the timeframes established by the Bank's internal documents, and in accordance with the current laws of the Republic of Kazakhstan. The response to the Depositor may be provided by the Bank either by personal delivery to the Depositor, or by email or other available communication channels.

If an agreement is not reached, each Party shall be entitled to apply to a court of the Republic of Kazakhstan at the location of the Bank and/or its branch to resolve the dispute.

The law applicable to the HCS Agreement shall be the law of the Republic of Kazakhstan.

13.2. If the Depositor's claim is recognized as justified, the Bank shall adjust the performed operation and take other necessary actions to resolve the situation.

13.3. All matters directly or indirectly related to the HCS Agreement and not settled therein shall be resolved and regulated by the Parties in accordance with the HCS Agreement, and in all matters not settled by the HCS Agreement – in accordance with the laws of the Republic of Kazakhstan, and the Bank's internal documents.

Article 14. Amending the HCS Agreement

14.1. The Bank shall be entitled to unilaterally, without prior agreement with the Depositor, amend the HCS Agreement and tariffs in the manner prescribed by the laws of the Republic of Kazakhstan and this clause of the HCS Agreement. Furthermore, the Bank shall be entitled to unilaterally amend the terms and conditions of the HCS Agreement regarding the performance of operations thereunder as established by the laws of the Republic of Kazakhstan, provided that such amendments do not result in a deterioration of the Depositor's position compared to the position held at the time of entering into the HCS Agreement, and/or if they improve the Depositor's position, and/or if their introduction is necessary due to the requirements of the laws of the Republic of Kazakhstan.

In all such cases, the Bank shall post the corresponding notification and amendments at the branches/subdivisions and on the Bank's website no later than ten calendar days prior to the date they take effect.

In this case, the Depositor shall be entitled to:

14.1.1. repudiate the HCS Agreement by sending a corresponding application to the Bank;

14.1.2. refrain from applying to the Bank for payment services the terms of rendering whereof have been amended or where amendments have been made to the tariffs charged for the rendering of such services.

The Bank's failure to receive a written notification or an application for Account closure from the Depositor before the expiration of the specified ten-day period shall signify the Depositor's consent to the new (amended) wording of the HCS Agreement and the tariff amounts, and such amendments to the HCS Agreement and tariffs shall take effect on the date specified in the Bank's notification. In this case, no addendum to the HCS Agreement shall be entered into, and no other written confirmation of the Depositor's consent shall be required.

14.2. Changes to the Deposit parameters shall be carried out by the Bank on the basis of an application submitted by the Depositor via Halyk Super App through the Depositor selecting new Deposit parameters. The HCS Agreement shall be deemed amended from the moment the Depositor signs such an application in the HSA App. The Bank shall reflect the updated Deposit parameters for the Depositor in the HSA App. In this case, no addendum on the change of Deposit parameters shall be entered into by the Parties.

Article 15. Termination of the HCS Agreement and Closure of the Account

15.1. The HCS Agreement shall be terminated and the Account shall be closed:

15.1.1. on the basis of the Depositor's application, provided there are no outstanding claims and/or encumbrances of third parties against the Account, in the manner and within the timeframes established by the laws of the Republic of Kazakhstan and the Bank's internal documents;

15.1.2. independently by the Bank in the event of the expiration of the HCS Agreement or the Depositor's refusal to perform the HCS Agreement;

15.1.3. by agreement of the Parties.

15.2. In the event of the Depositor's repudiation of the HCS Agreement, the Depositor shall submit an application for the closure of the Account to the Bank, signed by entering a Password or a one-time password received via SMS. In the absence of outstanding claims against the Account and in the absence of encumbrances on the funds in the Account, the Bank shall close the Account within the timeframes provided by the laws of the Republic of Kazakhstan, and the remaining funds in the Account shall be paid to the Depositor in cash, if permitted by the laws of the Republic of Kazakhstan and the HCS Agreement, or transferred to another account with the Bank or with another bank, or to an organization engaged in certain types of banking operations, upon the written instruction of the Depositor.

15.3. If the Bank amends the HCS Agreement or the tariffs pursuant to clause 14.1 hereof, the Depositor shall be entitled, until the date the amendments take effect as notified by the Bank, to repudiate the HCS Agreement without paying any additional termination fee, if any such fee has been established by the Bank.

15.4. The Bank shall be entitled to repudiate the HCS Agreement on the grounds and in the manner provided for by the Law of the Republic of Kazakhstan "On Payments and Payment Systems", the Law of the Republic of Kazakhstan "On Anti-Money Laundering, Countering the Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction", and other statutory regulations of the Republic of Kazakhstan.

15.5. Upon closing the Account, the Bank shall cancel the individual identification code.

15.6. Upon closing the Account, the Bank shall notify the tax authorities in the cases, manner, and timeframes determined by the tax laws of the Republic of Kazakhstan.

15.7. In the event of the Bank's repudiation of the HCS Agreement, the Bank shall also take other actions provided for by the laws of the Republic of Kazakhstan.

Article 16. Miscellaneous

16.1. The HCS Agreement is executed in the state and Russian languages, each having equal legal force. In the event of any contradictions between the texts of this HCS Agreement in the state and Russian languages, the Parties shall be guided by the text of the HCS Agreement in the Russian language.

16.2. The Depositor hereby expresses their unconditional and irrevocable consent to:

- the collection and processing of personal, biometric, and/or other data and the transfer of such data to credit bureaus;
- the Bank's receipt of information about the Depositor from government and non-government databases (GBD);
- the provision of information about the Depositor obtained from GBDs to the Bank by credit bureaus;
- the receipt of information about the Depositor from GBDs by credit bureaus from GBD operators/owners;
- the provision of information about the Depositor by GBD owners;
- the provision of existing and future information about the Depositor to a legal entity that, by resolution of the Government of the Republic of Kazakhstan, carries out activities to provide state services in accordance with the laws of the Republic of Kazakhstan;
- the Bank's receipt of information about the Depositor from GDB "Rodstvennye Svyazi (Kinship Relations)" or any other GBD on kinship relations, including information about children;
- the Bank's receipt of information about the Depositor from GBDs containing information that constitutes a tax secret, personal medical data, and other types of legally protected secrets.

16.3. The Depositor hereby gives their unconditional and irrevocable consent for the Bank to use biometric data as a method of identification (including taking of a voiceprint).

16.4. The Depositor hereby gives their unconditional and irrevocable consent to receive promotional mailings from the Bank to their trusted number.

16.5. In connection with the Depositor's recurring needs to obtain bank loans on a periodic basis, the Depositor requests that the Bank send loan offers to the Depositor. In this regard, the Depositor consents to the Bank obtaining a credit report and other information from the credit bureau, and to the credit bureau providing such information to the Bank.

16.6. By logging into the mobile app using Face ID and Touch ID or via a personal access code, the Depositor confirms their consent to perform transfers between their own accounts opened with the Bank without the need for additional confirmation of the transfer via one-time password (OTP).

The specified consent shall be deemed granted from the moment of authorization in the mobile app and remain valid throughout the entire active session of using the mobile app.

16.7. The Bank notifies the customer of a completed Deposit operation by sending Push notifications, provided that the Depositor is registered in the HSA App and has subscribed to the notification service providing information on the main terms of the operation.