FINAL

Annex 5
to minutes to the meeting of the Management Board
of Halyk Bank JSC by absent voting
No.____ dated __ ______ 2019 Minutes No.____

Agreement of Accession to Bank Loan Agreement for Unsecured Loans under the "Goods on Credit/in Installments" Lending Program

The Agreement of Accession to the Bank Loan Agreement is standard and is entered into by signing the Bank Loan Agreement.

Signing the Bank Loan Agreement shall mean that the signatory has fully familiarized themselves with the terms and conditions of the Accession Agreement and accepts them in full. The Accession Agreement is available on the Bank's website: www.halykbank.kz.

The Accession Agreement, the Bank Loan Agreement, and other documents executed under the Accession Agreement shall be considered as a single document.

The Accession Agreement, Bank Loan Agreement, and other documents executed under the Accession Agreement may use the terms and abbreviations specified in Article 8 "Terms and Abbreviations" of the Accession Agreement.

Article 1. General Terms and Conditions

1. The Bank shall extend a Loan to the Borrower on the terms and conditions set forth in the Bank Loan Agreement entered into with each customer under the Accession Agreement. The Bank Loan Agreement and the Accession Agreement shall form an integral part of each other and shall hereinafter be collectively referred to as the "Agreement".
2. The amount of the Loan shall be determined by the Bank independently based on the results of the Applicant's credit scoring, based on the information provided by the Applicant, and information obtained from other sources, including the credit report of the credit bureau.
3. The date and place of entering into the Bank Loan Agreement, its number, the Bank's and Borrower's details, the purpose, the Loan amount, and the currency shall be specified in the Bank Loan Agreement.

The date and place of entering into the Agreement shall be the date and place of entering into the Bank Loan Agreement.

4. The term of the Loan shall be specified in the Bank Loan Agreement. The maturity date of the Loan specified in the Bank Loan Agreement may be extended based on a resolution of the Bank's authorized body by entering into an addendum to the Bank Loan Agreement.
5. The type of the Interest Rate for the use of the Loan, the amount of the Interest Rate in annual percent, the amount of the Interest Rate in reliable annual effective comparable terms as of the date of the Agreement shall be specified in the Bank Loan Agreement.
6. Repayment method and procedure:

The Bank shall accept money for repayment of the Loan/Debt on business days. Business days are all days of the week except Saturdays, Sundays, and public holidays, unless otherwise specified by a particular branch of the Bank (the working hours of the Bank outlets can also be found on the Bank's website at halykbank.kz) and/or specified by a statutory regulation of the Republic of Kazakhstan (on the transfer of business days).

Payments under the Agreement shall be made by the Borrower at the Bank outlets or via a remote self-service device before 6:00 p.m. Nur-Sultan time. If a payment under the Agreement is made after 6:00 p.m. Nur-Sultan time, such payment shall be deemed to have been made on the next business day.

If money is deposited to the Account in an amount exceeding the Borrower's Debt under the Bank Loan Agreement as of the date of deposit to the Account, and such amount exceeds the following values: KZT 10,000/USD 30/EUR 25, the Bank shall be entitled to return the amount exceeding the Debt to any current account, including any Borrower's Account opened with the Bank. In this case, if the currency of the Credit Limit differs from the currency of the Borrower's Account which the repayment is made to, the amount exceeding the Debt and transferred to such Borrower's Account shall be converted by the Bank at the Bank's current exchange rate effective as of the date of conversion, with the Bank's conversion fee deducted in accordance with the Bank's rates effective as of the date of conversion.

Otherwise, the methods and procedure for repayment shall be determined in the Bank Loan Agreement.

7. The repayment method shall be specified in the Bank Loan Agreement.

8. The repayment priority shall be specified in the Bank Loan Agreement.

9. In case of breach of obligations to repay the Loan and/or pay the Interest, the Borrower shall pay the Bank a penalty the calculation and amount whereof shall be specified in the Bank Loan Agreement.

10. A complete list of fees and other payments, and their amounts, to be charged in connection with the extension and servicing of the Loan, shall be specified in the Bank Loan Agreement.

11. Measures taken by the Bank in the event of non-performance or improper performance by the Borrower of its obligations under the Agreement:

1) in the event of overdue debt, the Bank shall, within twenty calendar days from the date of default, send the Borrower a notice of default on the performance of obligations under the Agreement and the need to make payments under the Agreement, indicating the amount of overdue debt as of the date specified in the notice; the Borrower's right under the Agreement to contact the Bank and the consequences of the Borrower's failure to fulfill its obligations under the Agreement;

2) in the event of the Borrower's failure to fulfill its obligations to repay the debt within the period specified in the notice provided for in sub-clause 1) hereof, the Bank shall be entitled to:

suspend debit transactions in the Borrower's accounts;

enforce collection in an indisputable (non-acceptance) manner on the funds in the Borrower's bank accounts;

3) in the event of the Borrower's failure to fulfill its obligations to repay the debt within the period specified in the notice provided for in sub-clause , or failure by the Borrower to exercise the rights provided for in sub-clause 1.8 of clause 1 of Article 3 of the Accession Agreement, or lack of agreement between the Borrower and the Bank on changing the terms and conditions of the Agreement, the Bank shall be entitled, in addition to the measures specified in sub-clause 2) hereof, to apply any other measures provided for by the laws of the Republic of Kazakhstan or the Agreement.

Article 2. Miscellaneous

1. The Bank shall extend the Loan by crediting the Loan amount to the Partner's account, including through the use of the Equipment.

The Loan may be extended through the use of the Equipment if the Borrower has a valid payment card.

2. Procedure for providing the Repayment Schedule and memo, procedure for providing the Repayment Schedule and title page when amending the terms and conditions of the Agreement:

1) the memo and Repayment Schedule shall be provided to the Borrower upon entering into the Bank Loan Agreement;

2) whenever the terms of the Loan change, resulting in a change in the amount of the Borrower's financial obligations and/or the term of repayment thereof, the Bank shall prepare and issue a new Loan Repayment Schedule to the Borrower;

3) whenever the terms of the Loan change, resulting in an increase in the amount of the Borrower's monetary obligations, an increase in the Loan term, an increase in the Interest Rate, or a change in the Loan currency, the Bank shall prepare and issue a new title page to the Borrower, taking into account the new terms.

The Memo, Repayment Schedule, and Title Page shall be provided to the Borrower on the financial portal homebank.kz/internet resource of the Bank's Partner.

3. All obligations of the Parties under the Agreement shall be performed on the relevant business days. If the deadline for the performance of an obligation falls on a non-business day, the deadline shall be deemed to be the next business day following that non-business day.

4. The date of the Loan shall be the date when the money is credited to the Account/Partner's account, and the date of repayment of the Loan shall be the date of repayment of the Borrower's Debt under the Agreement to the Bank.

The date of the Loan and the date of its repayment shall be considered to be the same day. A year shall be considered to be equal to three hundred and sixty days, and a month shall be considered to be equal to thirty days.

The Interest for the use of the Loan shall be calculated based on the amount of the outstanding Principal.

5. If the date of the Loan repayment and/or the date of Interest payment falls on a public holiday or weekend, the Loan shall be repaid and/or Interest shall be paid on the next business day following the relevant public holiday or weekend.

6. The Account may be replenished in cash and/or via wire transfer on any day. If the Account is replenished on a holiday or non-business day for the purpose of repaying the Debt under the Agreement, such Debt shall be repaid on the next business day without any penalties. In this case, the Interest on the Loan shall accrue until the date of actual repayment of the Debt, including public holidays and/or weekends, on account of which the Debt under the Agreement shall be repaid on the next business day, and shall be payable on such business day.

7. The Debt shall be repaid by the Borrower through Monthly Payments in accordance with the Repayment Schedule.

8. Transactions made using an electronic digital signature, exchange of electronic messages and documents in the Borrower’s personal account on the financial portal homebank/on the Partner’s Internet resource shall be equated to the execution of a transaction in writing by agreement of the Parties, in accordance with Article 152 of the Civil Code of the Republic of Kazakhstan.

9. In the event of cancellation/return of a purchase made with the Bank’s Partner using the Equipment, the Bank’s Partner shall perform the “cancellation/return of purchase” operation using the Equipment. The loan agreement between the Bank and the Borrower shall switch to the status of “Loan Refusal” upon cancellation/return of the purchase.

The purchase shall be cancelled/returned within 14 calendar days from the date of the loan agreement between the Bank and the Borrower.

Article 3. Rights and Obligations of the Parties

1. The Borrower shall be entitled to:

1.1. repay the entire Loan amount within twenty calendar days from the date of the Agreement without paying the Interest accrued by the Bank from the date of the Loan, penalties, or other types of fines;

1.2. if the repayment date of the Principal and/or Interest falls on a weekend or public holiday, repay the Principal and/or Interest on the next business day without paying penalties or other types of fines;

1.3. upon request, receive, within three business days and no more often than once a month, at no charge, written information on the distribution (to the Principal, Interest, fees, penalties, and other types of fines, and other amounts payable) of the money received to repay the Debt under the Agreement;

1.4. upon request for partial or full early repayment to the Bank of the money provided under the Agreement, receive in writing, at no charge and within no more than three business days, the information on the amount to be repaid, broken down into the Principal, Interest, fees, penalties, and other types of fines, and other amounts payable;

1.5. repay (in full or in part) early the Principal after six months from the date of the Loan extended for up to one year, or after one year from the date of the Loan extended for more than one year, without paying any penalties or other types of fines;

1.6. within fourteen calendar days from the date of notification of changes to the terms and conditions of the Agreement in favor of the Borrower, refuse the improved terms and conditions offered by the Bank in accordance with the procedure provided for in the Agreement;

1.7. contact the Bank in writing in the event of any disputes regarding the services received;

1.8. within thirty calendar days from the date of default, visit the Bank and submit a written application containing information about the reasons for the delay in fulfillling the obligations under the Agreement, income, and other confirmed circumstances (facts) that justify their request to amend the terms of the Agreement, including those related to:

– a decrease in the Interest Rate under the Agreement;

– a change in the currency of the outstanding Principal of the Loan to the national currency, if the Loan was extended in a foreign currency;

– deferral or installment payment of the Principal and/or Interest;

– change in the method of repayment of the Debt or the priority of the Debt repayment, including repayment of the Principal on a priority basis;

– change in the term of the Loan;

– forgiveness of overdue Principal and/or Interest, cancellation of penalties (fines, forfeit), fees and other payments related to servicing the Loan;

– reduction or full cancellation of penalties (fines, forfeit);

– reduction or full cancellation of fees and other payments for services related to servicing the Loan;

1.9. repay in part the Loan amount at any time in an amount equal to at least three monthly payments;

2. The Bank shall be entitled to:

2.1. unilaterally amend the terms and conditions of the Agreement in favor of the Borrower in the cases provided for in Article 34-3 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan” (the “Banking Law”), and as established in the Agreement;

2.2. require the Borrower to repay the Loan early and pay the interest with the repayment of any other Debt of the Borrower under the Agreement in accordance with the laws of the Republic of Kazakhstan and the Agreement, in the following cases:

1) the Borrower provides inaccurate information about its financial condition, including if a legal entity wherein the Borrower owns shares in the authorized capital has overdue debts to the Bank;

2) the Borrower’s failure to repay the next installment of the Loan and/or pay interest for more than forty calendar days;

3) misuse by the Borrower of the Loan, subject to a penalty of 10% (ten percent) of the amount of the Loan used for purposes other than those intended;

4) the Borrower’s participation in legal proceedings as a defendant with the amount of the claim commensurate with the outstanding principal;

5) the foreclosure on or seizure of the Borrower's property, including money in the Borrower’s bank accounts;

2.3. request and receive from the Borrower the necessary information and documents required under the current laws of the Republic of Kazakhstan and/or intergovernmental agreements and/or internal documents of the Bank within the time period specified by the Bank, with the Borrower being responsible for the accuracy of such information and documents;

2.4. refuse to establish business relations with the Borrower if it is impossible to take the appropriate verification measures provided for by the laws of the Republic of Kazakhstan and the Bank’s internal documents, and if there are suspicions that the business relations are being used by the Borrower for the purposes of money laundering or the financing of terrorism;

2.5. require the Borrower to provide information and documents necessary for the identification of the Borrower, including information about tax residency and type of activities;

2.6. refuse the Borrower or suspend the execution of transactions on the Account in case of suspicion that such transactions are performed for the purpose of money laundering or the financing of terrorism, and in case of failure to submit and/or refusal to submit the documents requested by the Bank;

2.7. terminate business relations with the Borrower by unilaterally repudiating the Agreement in the following cases:

1) if, in the course of reviewing transactions, suspicions arise that the Borrower is using the business relations for the purposes of money laundering or the financing of terrorism;

2) repeated refusals to conduct transactions on the bank account or suspension of all transactions on any of the Borrower’s bank accounts;

3) sanctions against the Borrower imposed in accordance with the jurisdiction of any country (e.g., OFAC) or international organization (including, but not limited to, FATF and the UN);

4) the Bank has grounds to believe that the Borrower’s transactions are subject to or aimed at evading international economic sanctions;

5) the Borrower’s failure to comply with the requirements set forth in sub-clauses 3.9 and 3.16 of clause 3 hereof;

6) as provided for by the requirements of current laws and/or the Bank's internal documents and procedures on anti-money laundering and combating the financing of terrorism;

2.8. require the Borrower to fulfill its obligations under the Agreement;

2.9. withdraw money from the Account, or any other bank accounts of the Borrower opened with the Bank, other banks and organizations engaged in certain types of banking operations, within the territory of the Republic of Kazakhstan and beyond, by directly debiting them using a payment order and/or other payment documents for the purpose of fulfillling the Borrower's obligations to repay the Loan and pay the Interest.

Without the Borrower's acceptance (consent), convert money at the Bank's exchange rate on the date of conversion, unless another exchange rate is set by the Bank, in the event of withdrawal of money in a currency other than the Loan currency;

2.10. assign any rights (claims) against the Borrower under the Agreement to third parties specified in the Banking Law, including collection agencies, without the additional consent of the Borrower in accordance with the laws of the Republic of Kazakhstan.

When the Bank assigns rights (claims) under the Agreement to a third party, the requirements and restrictions established by the laws of the Republic of Kazakhstan for the Bank's relationship with the Borrower shall apply to the legal relationship between the Borrower and the third party who the right (claim) has been assigned to;

2.11. if the Borrower defaults on its obligations under the Bank Loan Agreement, engage collection agencies to transfer the Borrower's Debt thereto for pre-trial collection and settlement, and to represent the Bank's interests in court and enforcement proceedings;

2.12. transfer information about the Borrower and the terms and conditions of the Bank Loan Agreement, information related to the performance of the Parties' obligations, and other information constituting banking and other secrets protected by the laws of the Republic of Kazakhstan, including Personal Data, to any third parties (including collection agencies which the Bank has entered into agreements with);

2.13. collect the Debt in full in cases of violation by the Borrower of:

1) obligations to provide and/or ensure the provision to the Bank of up-to-date, accurate, and properly executed Personal Data Consents of the Borrower and other Data Subjects,

2) obligations to take measures to prevent the withdrawal of any of the Consents provided to the Bank, disputing their validity by anyone, invalidating any of the Consents provided to the Bank, or the Data Subjects submitting requests for the destruction, blocking, or depersonalization of the Personal Data of the Data Subjects provided to the Bank,

and in cases of:

1) the application of measures to the Bank for violation of the laws of the Republic of Kazakhstan on Personal Data as a result of the Borrower's breach of its obligations under the Agreement related to the provision and (or) ensuring the provision of Consents and/or Personal Data of Data Subjects to the Bank;

2) the Borrower's breach of obligations to reimburse the Bank for expenses and losses incurred thereby as a result of the application of such measures.

2.14. refuse to extend a Loan to the Borrower through the use of the Equipment if the Borrower does not have a valid payment card.

3. The Borrower shall be obliged to:

3.1. notify the Bank no later than five business days from the date of receipt by the Borrower of information/occurrence of the following event:

1) seizure of the Borrower's property and/or bank accounts with any banks (organizations engaged in certain types of banking operations, and other financial organizations);

2) any challenge to the validity of the Agreement by any party;

3) changes in its postal details, permanent place of residence, address of registration (place of residence), e-mail, trusted number, mobile and other telephone numbers, family composition, place of work (change of employer), surname, first name, patronymic (if any) of the Borrower;

4) other circumstances that may adversely affect the proper performance by the Borrower of its obligations under the Agreement;

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

3.3. without the prior written consent of the Bank, not to act as a guarantor (surety) for the obligations of third parties, or enter into any other transactions that entail an increase in the Borrower's obligations to third parties and (or) may otherwise impede the proper performance of the Borrower's obligations under the Agreement;

3.4. in the event of early repayment of the Loan after the expiration of the deferral period granted by the Bank for repayment of the Principal, pay the Principal and the Interest accrued during the deferral period but not paid at the time of early repayment;

3.5. immediately notify the Bank of the occurrence of circumstances preventing the Borrower from fulfillling its obligations under the Agreement, or the threat of their violation;

3.6. at the Bank's request, in the cases provided for in the Agreement and within the period specified by the Bank, repay the Loan early and pay the Interest, fees (if any) and penalties due, and any other amounts of the Borrower's Debt;

3.7. immediately notify the Bank of the opening of bank accounts with banks (organizations engaged in certain types of banking operations and other credit institutions) in the Republic of Kazakhstan and abroad (providing the account number and name of the bank);

3.8. within five business days from the date of receipt of the Bank's request to reimburse the Bank for the costs and losses associated with the Borrower's breach of its obligations under the Agreement, confirmed by relevant documents, which are payable to the Bank in full in excess of the amount of the penalty;

3.9. at the Bank's request, submit documents reflecting and confirming the salary and/or other income constituting the source of repayment of the Loan, if such income was declared by the Borrower, and ensure that a Bank employee has access to the place of work/business;

3.10. disclose to the Bank information about its financial condition and/or other information that may adversely affect the Borrower's ability to duly and fully fulfill its obligations under the Agreement;

3.11. In the event that, after the conclusion of the Loan Agreement, the Bank becomes aware that the Borrower is affiliated with: the Bank through special relationships and/or with a group of Borrowers of the Bank, where the risk exposure is calculated as if for a single Borrower not affiliated with the Bank through special relationships, and/or with a group of Borrowers of the Bank, where the risk exposure is calculated as if for a single Borrower affiliated with the Bank through special relationships, then within the timeframe specified by the Bank, the Borrower shall take actions necessary for the Bank to classify the Borrower's financial condition as no lower than "stable" (in accordance with the regulatory legal acts of the authorized body).

3.12. if a violation of the terms and conditions stipulated in sub-clause 3.11 hereof leads to the imposition of fines on the Bank – upon the Bank's request, reimburse the amounts of the fines within five business days from the date of receipt of the Bank's notification requesting reimbursement;

3.13. provide and ensure the provision to the Bank, upon the Bank's first written request, of current, accurate, and properly executed Consents of the Borrower and other Subjects of Personal Data specified by the Bank;

3.14. take measures to prevent the following cases:

1) withdrawal of any of the Consents provided to the Bank;
2) challenging the validity of such Consents by anyone;
3) declaring any of the Consents provided to the Bank invalid;
4) submission by Data Subjects of requests for the destruction, blocking, or anonymization of the Personal Data of Data Subjects provided to the Bank;
5) application of measures to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data due to a breach by the Borrower of obligations related to the provision and/or ensuring the provision of Consents and/or Personal Data of Data Subjects to the Bank;

3.15. reimburse the Bank for any expenses and losses incurred by it in the event of any measures being taken against the Bank for violation of the legislation of the Republic of Kazakhstan on Personal Data due to the Borrower's violation of obligations related to the provision or ensuring the provision of Consents and/or Personal Data of Data Subjects to the Bank;

3.16. submit the necessary information and documents within the deadlines established by the Bank, as required to comply with the legislation of the Republic of Kazakhstan on countering the legalization (laundering) of proceeds from criminal activity and the financing of terrorism and/or intergovernmental agreements, and (or) internal documents and procedures of the Bank.

3.17. independently obtain information about the Loan Debt status on the first day of each calendar month in your personal account on the financial portal homebank.kz or by contacting the Bank to receive an extract;

3.18. within 3 (three) business days from the date of receiving the Loan, as well as from the date of partial early repayment of the Loan and/or a change in the Loan Interest Rate, in accordance with the legislation of the Republic of Kazakhstan and the Agreement, sign the Repayment Schedule presented by the Bank in your personal account on the financial portal homebank.kz using an electronic digital signature, in accordance with which the Loan shall be repaid and the Loan Interest shall be paid.

4. The Bank shall be obliged to:

4.1. accept the Loan within fourteen calendar days from the date of conclusion of the Agreement from the Borrower, withholding the Interest accrued from the date the Loan is provided, without withholding penalties or other types of fines for the Loan's return;

4.2. upon the Borrower's request, free of charge and no more than once a month, provide in writing within no more than three business days' information on the allocation (to Principal, Interest, fees, penalties and other types of fines, as well as other amounts payable) of funds received for the repayment of the Debt under the Agreement.

Information is provided by the Bank as of the date the Borrower submits the application;

4.3. upon a request from the Borrower for early partial or full repayment of the Loan to the Bank, free of charge and within no more than three business days, notify the Borrower of the amount due for repayment, broken down into Principal, Interest, fees, penalties, and other types of penalties, as well as other amounts payable to the Bank.

Information is provided by the Bank as of the date the Borrower submits the application;

4.4. notify the Borrower in the manner stipulated in Article 5 of the Accession Agreement of any changes to the Agreement that improve the terms and conditions for the Borrower no less than fourteen calendar days before the date such changes are scheduled to take effect.

4.5. in the event of a delay in fulfillling an obligation, but no later than twenty calendar days from the date it arises, notify the Borrower in a manner and within the timeframes stipulated in the Agreement of:

the occurrence of a delay in fulfillling an obligation under the Agreement and the need to make payments under the Agreement, indicating the amount of overdue debt as of the date specified in the notification;

the Borrower's right under the Agreement to contact the Bank;

the consequences of the Borrower's failure to fulfill its obligations under the Agreement.

Notification shall be deemed delivered if it is sent to the Borrower by one of the following methods provided for in the Agreement:

to the email address specified in the loan agreement;

to the Borrower's place of residence specified in the loan agreement, by registered mail with delivery confirmation, including receipt by a legally competent member of the Borrower's family residing at the specified address;

using other means of communication that ensure confirmation of receipt of the notification by the Borrower.

In the event of a notification being returned with a mark indicating its undeliverability to the addressee, the recipient, or due to a refusal to accept it, as well as non-confirmation of its acceptance when using another means of communication, the notification shall be deemed to have been sent properly;

4.6. review and prepare a written response to the Borrower's written request;

4.7. consider, within fifteen calendar days of the date of receipt of the Borrower's application, as stipulated in clause 1 (1.8) of Article 3 of the Accession Agreement, the proposed amendments to the terms and conditions of the Agreement and notify the Borrower in writing or by a method stipulated in the Agreement of: its consent to the proposed amendments to the terms and conditions of the Agreement; its proposals for amending the terms and conditions of the Agreement; its refusal to amend the terms and conditions of the Agreement, with a reasoned justification for such refusal;

4.8. when concluding an assignment agreement (cession of claim) with third parties stipulated by law, notify the Borrower:

1) before concluding the assignment agreement, of the possibility of transferring rights (claims) to a third party, as well as of the processing of the Borrower's Personal Data in connection with such assignment in a manner stipulated in Article 5 of the Accession Agreement or not contradicting the legislation of the Republic of Kazakhstan;

2) regarding the transfer of rights (claims) to a third party in a manner provided for in Article 5 of the Accession Agreement or not conflicting with the legislation of the Republic of Kazakhstan, within thirty calendar days from the date of conclusion of the assignment agreement, specifying the purpose of further payments for the repayment of the Loan to the third party (name and location of the person to whom the rights (claims) under the Agreement have been transferred, the full scope of the transferred rights (claims), as well as the balance of overdue and current amounts of Principal, Interest, fees, penalties (fines, penalties) and other amounts payable;

5. The Bank shall not be entitled to:

5.1. unilaterally increase the rates and calculation methods, fees and other payments for Loan servicing established as of the date of the Agreement's conclusion;

5.2. unilaterally introduce new types of fees under the concluded Agreement.

5.3 impose on the Borrower the obligation to insure their life and health;

5.4. unilaterally suspend the issuance of new loans under the concluded Agreement, except in cases of:

– those provided for in the Agreement, under which the Bank has the right not to provide new loans;

– violation of its obligations to the Bank under the Agreement by the Borrower;

– deterioration of the Borrower's financial condition, identified as a result of monitoring conducted by the Bank in accordance with the Bank's internal credit policy, compliant with international financial reporting standards;

– changes in the requirements of the legislation of the Republic of Kazakhstan, affecting the proper performance of the Agreement by the Bank;

5.5. amend the terms and conditions of the Agreement unilaterally, except for the following cases of improvement for the Borrower:

– amendment to reduce or completely waive fees and other charges for services related to Loan servicing;

– amendment to reduce or completely waive penalties (fines, penalties);

– amendment to reduce the Interest Rate under the Agreement;

– deferral and/or installment of payments under the Agreement;

– amendment of the Debt repayment method to a method providing for repayment of the Debt in equal monthly installments;

– amendment to extend the Loan term in the event of an installment plan for payments under the Agreement.

5.6. charge a penalty or other types of penalty sanctions for early repayment of the Loan, except in cases of partial early repayment or full early repayment of the Principal within six months from the date of receipt of the Loan issued for a term of up to one year, or within one year from the date of receipt of the Loan issued for a term of more than one year.

5.7. charge penalties and/or other types of fines if the due date for the Principal or Interest falls on a weekend or holiday, and the payment of Interest or Principal is made on the next business day.

Article 4. Confidentiality

1. Each Party shall maintain the confidentiality of any information received from the other Party in connection with the Agreement. Any transfer of such information to third parties, regardless of the form of transfer, shall be subject to the prior written consent of the other Party, except as provided for in the Agreement and the legislation of the Republic of Kazakhstan.

2. The provisions on confidentiality (banking and other secrecy, Personal data) do not apply to the following cases:

1) assignment of rights by the Bank and transfer of debt under the Agreement;

2) when the Bank provides information, including, but not limited to, information about the Borrower, the conclusion of the Agreement, the terms and conditions of the Agreement and its performance to third parties for the purpose of protecting its rights and interests, including to collection agencies within the framework of agreements concluded with them on the collection of the Borrower's Debt under the Agreement, as well as to subsidiaries of the Bank;

3) non-acceptance withdrawal by the Bank of all amounts of Debt under the Agreement from all accounts of the Borrower and provision of the necessary information to other authorized third parties in connection therewith;

4) when the Bank provides information to third parties in cases expressly provided for by the legislation of the Republic of Kazakhstan;

5) other cases provided for by the legislation of the Republic of Kazakhstan and the Agreement.

Article 5. Notifications

1. Notifications from the Bank to the Borrower shall be deemed to have been duly executed and received by the Borrower if they are sent by the Bank to the Borrower in one of the following ways, including using means of instant communication:

– by courier or postal service;

– by email

– by fax;

– by mobile and other telephone communications, using Telebanking and SMS banking systems;

– by posting the relevant information in the Bank's outlets and/or on the Bank's website at: www.halykbank.kz, on the Bank's official social media page, on the Homebank financial portal, in the Internet banking system, at ATMs, at terminals, subject to the terms of Article 4 of the Accession Agreement;

– by posting a message on the Borrower's social media page in the manner and on the terms determined by the Bank, if the Borrower is identified based on information received from the Borrower upon conclusion of the Agreement and during its term, subject to the terms of Article 4 of the Accession Agreement;

– on the POS terminal sales receipt.

Notifications from the Bank shall be deemed to have been delivered to the Borrower, and the Borrower shall be deemed to have been duly notified, if the notifications are sent by any of the above methods, without the Bank needing to obtain confirmation of receipt of the notification, except for notifications delivered in person or by courier service, which shall be deemed to have been delivered in the event of direct transfer to the Borrower, confirmation by the courier service of the impossibility of delivery due to the Borrower's absence at the delivery address, or the Borrower's refusal to receive the notification.

2. The Parties hereby agree and confirm that any notifications from the Borrower to the Bank shall be deemed to have been duly executed and received by the Bank when such notifications are sent by the Borrower to the Bank in one of the following ways:

– by handing them over to an authorized employee of the Bank against a receipt;

– by courier or postal service.

3. The date of receipt of the notification by the addressee shall be deemed to be:

– for notifications delivered in person or by courier service, the date of receipt with the appropriate mark by the relevant person;

– for notifications sent to the Bank by registered mail, the third calendar day after dispatch (according to the date of the document issued by the postal service upon dispatch);

– for notifications sent by fax, the date of dispatch, provided that there is a fax machine printout confirming successful completion of the dispatch to the fax number;

– for notifications sent by email, using mobile communications and/or the SMS banking system, the date of sending the notification (provided there is a message confirming the sending);

– for notifications (voice alerts) via mobile and other telephone communications, including the Telebanking system – the date and time of the call;

– for notifications posted in branches and/or on the Bank's website, on the Bank's official social media page, on the Homebank financial portal in the Internet banking system, on ATMs, on terminals – the date of posting the notification;

– for notifications sent to the Borrower's social media page – the date the notification was sent (if there is a message about the sending);

– for notifications posted on a POS terminal sales receipt – the date the receipt was printed.

4. The Borrower assumes the risks associated with using operational communication channels for the purpose of sending and/or receiving notifications (including, but not limited to: the risk of fraud, unauthorized access to the information sent, as well as the risk of non-receipt or late receipt of notifications by the Borrower, the risk of loss of information before it is received by the Borrower or the Bank, caused by malfunctions in the operation of the Means of instant communication and/or malfunctions in the equipment used to transmit or receive notifications).

5. The Bank shall not be liable for any losses incurred by the Borrower in the cases provided for in clause 4 hereof of the Accession Agreement, unless it is proven that such losses were the result of negligence or willful failure by the Bank to perform its obligations.

6. Notifications sent by the Bank to the Borrower in the event of a delay in the performance of obligations shall be governed by the rules set forth in clause 4 (4.5) of Article 3 of the Accession Agreement.

Article 6. Disagreements and Disputes between the Parties

1. Disagreements and disputes between the Parties shall be resolved in court at the location of the Bank or its branch, at the Bank's discretion (contractual jurisdiction), in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

Article 7. Final Provisions of the Agreement

1. The Accession Agreement shall be posted on the Bank's official website: www.halykbank.kz and shall enter into force on the date of posting.

2. The Bank may unilaterally amend the Accession Agreement at its discretion, insofar as such amendments do not contradict the legislation of the Republic of Kazakhstan and/or are related to amendments to legislation, and such amendments shall come into force on the date of publication on the Bank's official website: www.halykbank.kz and shall apply to Bank Loan Agreements concluded from that date.

3. Any amendments to the Bank Loan Agreement shall be made by the Parties by executing an addendum.

4. The Borrower may repay the Loan (in full or in part) to the Bank ahead of schedule under the Agreement with the Bank's written consent.

Article 8. Terms and Abbreviations

1. The terms and abbreviations used in the Accession Agreement, the Bank Loan Agreement, and other documents executed under the Accession Agreement shall have the following meanings, unless the context of such documents provides otherwise:

Bank	Halyk Savings Bank of Kazakhstan Joint Stock Company
Interest	the amount payable for the Loan extended
Repayment Schedule	loan repayment schedule, which shows all upcoming loan payments in a table format
Agreement	Accession Agreement, Bank Loan Agreement collectively
Accession Agreement	this Accession Agreement to the Bank Loan Agreement on the extension of unsecured loans under the "Goods on credit/in installments" lending program
Bank Loan Agreement	bank loan agreement for unsecured loans under the "Goods on credit/in installments" lending program
Debt	all/any outstanding monetary obligations of the Borrower (current and/or overdue) for the repayment of the Loan, payment of Interest,

	payment of fees, penalties, and reimbursement of expenses (losses) incurred by the Bank
Loan	a targeted bank loan provided by the Bank to the Borrower in national currency online for the purpose of purchasing goods and services on the Partner's/homebank.kz internet platform on the terms of targeted use, urgency, payment, and repayment by means of a one-time transfer of the Loan amount to the Partner's account.
Borrower	the Applicant who has received the Loan and undertakes to repay it, pay the Interest and other payments (if any) under the Accession Agreement
Applicant	the individual who has submitted the Loan Application
Monthly payment	the amount of money that the Borrower is required to pay to the Bank to repay the Debt in accordance with the Repayment Schedule
Equipment	a device that allows you to accept payments and/or perform transactions with a payment card by scanning a QR code/Halyk QR. The QR code/Halyk QR contains a payment identifier (additional data about the supplier of goods - the beneficiary of the payment (bank account number, payment amount details, additional data field with transaction information, or other data).
Operational day of the Bank	the period during which payment service instructions, orders to suspend the execution of instructions, or revocation of such instructions are accepted and processed.
Principal	the full amount of the Loan received
Bank's Partner	a legal entity with which the Bank has concluded a cooperation agreement under which the Bank provides goods on credit/in installments to the legal entity's customers for the purchase of its goods
Personal data	information relating to a specific or identifiable Data subject, recorded on electronic, paper, and/or other physical media
Loan Repayment	repayment of the Loan amount (Principal) and payment of Loan Interest, other payments, if any
Entrepreneur	legal entity/individual entrepreneur, including the Bank's Partner, engaged in the sale of goods, works, services
Platform	an online service (web resource) that provides the Borrower with the opportunity to purchase Goods/Services from the Bank's Partners by obtaining a Loan, acting as an intermediary in the transfer of payment to the seller and the transfer of the Goods to the buyer
Consent	Consent of the Data Subject to the collection and processing of personal data, Consent to provide information to credit bureaus and receive credit reports from credit bureaus
Interest rate	the interest rate, determined as a percentage of the Loan amount, according to which the Borrower pays Interest for the use of the Loan
Means of instant communication	means of communication between the Bank and the Borrower: e-mail, postal service, Online Banking system, SMS Banking system, telebanking, telephone, fax, ATM, POS terminal sales receipt, terminal, message on the Bank's website and official page in social networks, on Homebank.kz financial portal, message on the Borrower's page in social networks, used in the manner and on the terms and conditions determined by the Bank, in case of identification of the Borrower based on information received from the Borrower when the Parties sign the Loan Agreement and during the term of the Loan Agreement.
Data subject	the individual to whom the Personal Data relates
Account/Card account	any current bank account of the Borrower or a current account opened in the Bank's card database, an electronic wallet, a Bank account

	determined by the Bank by providing information about the account/payment card at the time of crediting the Loan amount and (or) depositing money by the Borrower through a multi-kiosk or specifying in the personal account in Homebank when making repayment by non-cash means through Homebank
Remote communication channels	financial portal homebank.kz, ATM, payment terminal, Internet resources of the Bank’s partners
Homebank	the Bank’s financial portal, where customers can open a personal account and perform a range of operations, monitor their loans, track their money movements, etc.
Parties	the Bank and the Borrower collectively

Article 9. Details and Signatures of the Parties

The details and signatures of the Parties are specified in the Bank Loan Agreement.