Annex 1
to minutes to the meeting of the Management Board
of Halyk Bank JSC by absent voting
No.1646 dated 31 December 2019

Facility Agreement Accession Agreement

The Facility Agreement Accession Agreement is standard and entered into by signing the Agreement.

Signing the Agreement shall mean that the signatory is fully acquainted with the terms and conditions of the Accession Agreement and accepts them in full. The Accession Agreement is posted on the Bank's website at: www.halykbank.kz.

The Accession Agreement, the Facility Agreement, and other documents executed under the Accession Agreement shall be treated as a single document.

Terms and abbreviations contained in clause 11 "Terms and Abbreviations" of the Accession Agreement may be used in the Accession Agreement, the Facility Agreement, and other documents executed under the Accession Agreement.

Article 1. Credit Line Terms and Conditions

1. The Bank shall open a Credit Line in accordance with the terms of the Facility Agreement concluded under the Accession Agreement between the Bank and the Borrower, determining the individual terms and conditions of the Credit Line and the Instruments thereunder.

If the loan was obtained through the Counterparty's Application, the Bank shall provide the Borrower with information regarding the obtained Loan and the Agreement/Facility Agreement/Individual Terms and Conditions in the Counterparty's Application.

The Bank shall provide the Borrower with information on all obtained loans, including details on the amount of the obtained loan(s), interest rates, loan repayment terms, payment dates, and the types and amounts of fees and other payments related to the extension and repayment of the loan (if any) in Halyk Super App mobile app ("HSA App").

2. The Credit Line is revolving. The credit line shall be opened upon the Borrower's signing of the Facility Agreement:

- at the Bank outlet,
- in HSA App;
- in the mobile app of the Bank's partners who the Bank has entered into a corresponding agreement (the "Counterparty Application") into.

The Borrower agrees that the Bank may restrict access to the Instruments in Halyk Widget SDK, depending on technical feasibility and the terms of cooperation with the Counterparty.

3. The Bank shall independently determine the amount of the credit line provided to the Borrower, following the results of the Applicant Credit Scoring, based on the information provided by the Applicant, and information obtained from other sources, including the credit report of the credit bureau.

4. Within the Credit Line, the Borrower may obtain the following types of Instruments on the terms of maturity, payment, repayment, for purchase of goods, works and services not related to business activities:

1) One-time loan;
2) Revolving sublimit;
3) Installment purchase sublimit;
4) Commodity loan.

5. The Instrument type and the individual terms of the Loan thereon shall be set forth in the Agreement and (or) the Individual Terms and Conditions.

6. Maximum amount of the Borrower's obligations under one Loan or several Loans in the aggregate obtained under the Credit Line shall be limited to amount of the Credit Limit indicated in the Facility Agreement, and may not exceed it.

7. **Date and place of the Agreement/Facility Agreement/Individual Terms and Conditions, number thereof, the Bank and the Borrower details**, purpose, amount of the Loan, currency shall be determined as follows:

Date and place of the Agreement shall be the date and place of the Facility Agreement. When determining the date and place of the Agreement, its number, in the Individual Terms and Conditions, the Facility Agreement details shall be indicated as such, and the Bank shall additionally assign a separate number to the Individual Terms and Conditions and indicate the date when the Individual Terms and Conditions had been provided to the Borrower and accepted thereby via the Remote Communication Channels.

The Bank and the Borrower details, purpose, amount of the Loan, currency shall be determined in the Facility Agreement and (or) the Individual Terms and Conditions.

8. **Term of the Loan** shall be determined in the Facility Agreement and (or) the Individual Terms and Conditions.

Term of the Loan shall be determined within the Card validity period, which is thirty-six months. In case the Card, Credit Card is reissued and its validity period is extended, term of the Loan, Subsequent Loans may be extended for the validity period of the reissued Card, Credit Card.

Term of the Loan and Subsequent Loans shall be determined within the term of the Credit Line established by the Accession Agreement, or may exceed it. If term of the Loan and Subsequent Loans exceeds the term of the Agreement, the latter may be extended for this term.

9. **Type of the Interest Rate** on the Loan, amount of the Interest Rate per annum, amount of the Interest Rate in reliable annual effective comparable terms as of the date of the Agreement shall be determined in the Facility Agreement and (or) the Individual Terms and Conditions.

Maximum interest rate on loans under the Credit Line is _____ % (_____________ percent) per annum, while the maximum Annual Effective Interest Rate (Interest Rate in reliable annual effective comparable terms) is ____ % (____________ percent).

The Bank shall be entitled to provide loans under the Credit Line at an Interest Rate lower than maximum Interest Rate on the Credit Line.

10. **Repayment:**

The Bank shall accept the money for the Loan/Debt repayment on business days. Business days shall be all days of the week, except Saturdays, Sundays and holidays, unless otherwise specified in a particular outlet of the Bank (the working hours of the Bank outlets are available on the Bank’s website: www.halykbank.kz) and (or) determined by statutory regulations of the Republic of Kazakhstan (on business days transfer).

Payments under the Agreement shall be made by the Borrower at the Bank outlets or by means of remote self-service devices until 6.00 p.m. (Astana time). If a payment under the Agreement is made after 6.00 p.m. (Astana time), such payment shall be deemed to have been made by the Borrower on the following business day.

If the Borrower has not repaid principal and (or) interest by the due date according to the Payment Schedule (except for the date of the final payment under the Payment Schedule), the Bank shall be entitled to grant the Borrower a Grace Period; in this case, the due date for the principal and (or) interest shall be postponed to the following calendar day without the payment of late fees or other types of penalties (except for Revolving Sublimit and Installment Purchase Sublimit).

In the event that the Bank grants a Grace Period to the Borrower, the following calendar day shall be considered the scheduled payment date under the Payment Schedule. No amendment to the Payment Schedule is required.

If the scheduled repayment date falls before a weekend or a public holiday, the Grace Period shall be granted for the weekend or public holiday. The Borrower shall repay the loan on this granted day.

If the Borrower has not made a payment by the date of the final payment as per the Payment Schedule, the Bank shall be entitled to grant the Borrower a grace period, in which case the repayment date of the principal and (or) interest shall be postponed to the following calendar day without the payment of a penalty or other types of fines (except for Revolving Sublimit and Installment Purchase Sublimit). In this case, the loan term shall be increased by 1 day. The Borrower's acceptance of the 1-day loan term increase shall be confirmed by the Borrower ensuring that there are sufficient funds in the Borrower's bank account to repay the principal and (or) interest according to the Payment Schedule. If the amount of funds is insufficient to make the payment, the loan term shall not be extended.

In the event that a Grace Period is granted to the Borrower, the overdue debt shall be recognized as such on the second day after the calendar date of the scheduled payment according to the Payment Schedule.

The Bank shall notify the Borrower of the granting of a grace period by sending an SMS or Push notification (short pop-up notifications that appear on the mobile phone screen if HSA Mobile App and/or the

Counterparty App (if the loan was obtained through the Counterparty Mobile App) if such a function is available therein).

If the amount of money credited to the Card Account exceeds the amount of the Borrower's Debt under the Facility Agreement and (or) Individual Terms and Conditions as of the date of crediting, and such excess amount exceeds the following values: KZT 10,000/USD 30/EUR 25, the Bank shall be entitled to return the amount exceeding the Debt amount to any current account, including any Borrower's Card Account opened with the Bank. In this regard, if the Credit Line currency differs from the currency of Borrower's Card Account the repayment amount to be transferred to, the amount exceeding the amount of Debt and transferred to such Borrower's Card Account shall be converted by the Bank at the current rate on the date of conversion with the Bank fees for conversion being deducted in accordance with the Bank tariffs effective as of the date of conversion.

Otherwise, the repayment procedure shall be determined in the Facility Agreement.

11. **Method of repayment** shall be determined in the Facility Agreement.

12. **Debt seniority** shall be determined in the Facility Agreement.

13. In the event of breach of obligations to repay the Loan and (or) to pay the Interest, the Borrower shall pay the Bank a penalty the procedure for calculating and amount whereof shall be indicated in the Facility Agreement.

14. **Full list of fees and other payments** and amounts thereof to be charged in connection with the Loan issue and servicing shall be specified in the Facility Agreement and (or) in the Individual Terms and Conditions.

15. **Measures taken by the Bank upon non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement:**

1) upon overdue debt, the Bank shall within ten calendar days therefrom send a notice to the Borrower on overdue fulfillment of obligations under the Agreement and of the need to make payments thereunder, with indication of the amount of overdue debt as of the date of the notice; the right of the Borrower under the Agreement to contact the Bank and consequences of non-fulfillment by the Borrower of its obligations thereunder;

2) if the Borrower fails to repay the debt within the period specified in the notice as stipulated by sub-clause 1) hereof, the Bank shall be entitled to:

suspend debit transactions on the Borrower's accounts;

extrajudicially (without acceptance) foreclose on the money on Borrower's bank accounts;

3) in case the Borrower fails to repay the debt within the term specified in the notice as stipulated by sub-clause 1) hereof, and if the Borrower fails to exercise the rights under the Agreement provided for by sub-clause 1.10 of Article 5 hereof, or upon lack of agreement between the Borrower and the Bank to amend the terms of the Agreement, the Bank shall be entitled, in addition to the measures stated in sub-clause 2) hereof, to apply any other measures provided for by the laws of the Republic of Kazakhstan or the Agreement.

16. Upon signing the Facility Agreement and (or) receiving the Individual Terms and Conditions, the Bank shall inform the amount of the Mandatory Payment under the One-time Loan, Commodity Loan or the minimum monthly payment (MMP) under the Revolving Sublimit, by sending a notice to the Borrower in the manner prescribed by Article 8 of the Accession Agreement.

The Bank shall inform the Borrower about the amount of the Mandatory Payment under the Installment Purchase Sublimit by sending an SMS to the Borrower on a monthly basis by the twenty-fifth day of the current month according to the results of the Settlement Period.

Article 2. Loan Terms and Conditions under the Credit Line

1. The term of the Credit Line on the date of the Facility Agreement is set at 10 (ten) years upon being concluded, and can be automatically extended when the Instrument Loan is provided for a longer term, for the term of this Loan.

2. The feasibility of obtaining the Loan, and the individual terms of its provision shall be determined by the Bank independently, once the Applicant submits the Application, based on the Applicant/Borrower Credit Scoring.

3. If the Applicant/Borrower does not meet the requirements of the Bank following the Credit Scoring, the Bank may deny the Applicant/Borrower to provide the Loan.

4. The Bank shall provide the Loan under the Instruments within the Credit Line on the basis of the Borrower's Application submitted through the Remote Communication Channels, subject to the Borrower's identification procedure or upon the Borrower's personal application to the Bank.

5. The Borrower shall select the Instrument independently when submitting the Application via Remote Communication Channels or upon the Borrower's personal application to the Bank, and by accepting the Bank's offer via Remote Communication Channels or by signing the Agreement and (or) receiving the Individual Terms and Conditions, upon the Borrower's personal application to the Bank.

6. After receipt of the Application from the Borrower or the Borrower's acceptance of the Bank's offer to receive the Loan:

1) through Remote Communication Channels, the Bank shall send to the Borrower an SMS to the Trusted Number or a notice through Remote Communication Channels containing information on approval of the Loan issue and terms, or on refusal to provide the Loan;

2) in case of personal application to the Bank, the information on approval of the Loan issue and its terms or on refusal to provide the Loan shall be communicated to the Borrower verbally by the Credit Manager of the Bank.

7. When the Borrower submits an Application or accepts the Bank's offer to receive the Loan through the Remote Communication Channels and receives the notification from the Bank on approval of the Loan issue, and the Individual Terms and Conditions, the Borrower shall confirm its consent to the terms and conditions of the approved Loan in one of the following ways:

1) by entering and sending in the respective forms posted in the Remote Communication Channels of the OTP password received from the Bank in an SMS sent to the Borrower's Trusted Number or indicated in the notice when the Borrower takes actions using the Remote Communication Channels;

2) by using electronic digital signature (if technically feasible).

8. Business relations between the Bank and the Borrower may be established remotely, without the Borrower's personal application to the Bank, by applying the procedure of biometric identification of the Borrower (if technically feasible).

9. If the Borrower uses one of the methods specified in sub-clause 7 hereof to give its consent to the Individual Terms and Conditions, and signs the Accession Agreement upon personal application to the Bank, the Borrower shall have obligations occurred under the Accession Agreement, the Facility Agreement and the Individual Terms and Conditions, and shall accept them in full.

Article 3. Issue and Use of Instruments

1. The Bank shall issue the Loan by crediting the Loan amount specified in the Facility Agreement and (or) the Individual Terms and Conditions to the Card Account of the respective Instrument, whereupon the Loan amount becomes available for use by the Borrower, except when the Bank issues the Commodity Loan by crediting the amount to the Borrower's Card Account and subsequent transfer to the Entrepreneur's Account.

2. The Loan extension shall be confirmed by any payment documents evidencing the payment transaction, including the Borrower's Card Account statement.

3. The Bank shall extend the Loan in accordance with the procedure established by the Accession Agreement, with the following taken into account:

3.1. Extension and use of the One-time Loan:

1) the Bank shall extend the One-time Loan by crediting money to the Card Account;

2) the One-time Loan extension date shall be the date the money is credited to the Card Account, the Loan repayment date shall be the date the Borrower repays its debt to the Bank;

3) Interest shall be accrued on the amount of the outstanding Principal;

4) the One-time Loan may be provided for the purpose of refinancing other consumer loans of the Borrower. The One-time Loan for refinancing is issued only at personal request of the Applicant to the Bank, or through applying remotely using the financial portal Homebank.kz and/or in the Counterparty App via Halyk Widget SDK (if such a function is available in the Counterparty App);

5) after the One-time Loan is repaid or during its validity period, the Bank, upon available amount of the Credit Limit, shall be entitled to provide the Customer with a new One-time Loan or increase the amount of the existing One-time Loan;

6) the One-time Loan shall be repaid in accordance with the Payment Schedule, in equal payments in a fixed amount a part whereof shall be used by the Bank to repay the Principal, the other part shall be used to pay the Interest, other payments (if any);

3.2. Extension and use of the Revolving Sublimit:

1) the Revolving Sublimit shall be deemed to have been issued to the Borrower upon following transactions in excess of the amount of such transaction over the amount of the Borrower's own money in the Card Account:

cash withdrawal, and/or

transfer, and/or

payment, including payment of the Bank fees stipulated by the Facility Agreement, or

from the moment the Bank withdraws money from the Loan amount to pay the Bank fees stipulated by the Agreement;

2) the Revolving Sublimit issue date shall be the date of the transaction specified in sub-clause 1) hereof. The repayment date shall be the date the Borrower repays the Debt to the Bank.

Interest shall be accrued on the amount of the Outstanding Principal;

3) the Revolving Sublimit is revolving. Upon repayment of the used Revolving Sublimit/part thereof, its amount shall be restored to the repayment amount and become available for further use by the Borrower;

4) the Revolving Sublimit/part thereof shall be used during the Reporting Period. The amount of the Revolving Sublimit/part thereof shall be deemed to have been used in the Reporting Period regardless of the date of using the Revolving Sublimit/part thereof;

5) the Credit Card annual maintenance fee shall be paid to the Bank: for the first year of maintenance – on the date the Revolving Sublimit amount is transferred to the Card Account; for the second and subsequent years of maintenance – annually, during the same calendar month when the Credit Card was issued or re-issued upon its loss, damage, expiration date, for other reasons.

Credit Card annual maintenance and other fees stipulated by the Facility Agreement and (or) the Individual Terms and Conditions shall be charged via debiting by the Bank of the fee amount from the Card Account from the Revolving Sublimit amount, and shall be considered as utilization of the Revolving Sublimit amount, which is repaid by making the MMP;

6) if no less than one calendar month prior to the expiry of the Revolving Sublimit, the Bank does not notify the Borrower upon passing another resolution on further issue of the Revolving Sublimit to the Borrower, the Revolving Sublimit shall be deemed to have been issued by the Bank to the Borrower for the next term equal to the previous term of the Revolving Sublimit.

Signing by the Borrower of the Agreement and/or obtaining thereby of the Individual Terms and Conditions shall constitute the Borrower's consent to such terms and conditions. No additional consent of the Borrower, including signing of an agreement between the Parties to extend the Revolving Sublimit term, is required;

7) if the Bank passes a resolution to terminate the Revolving Sublimit, its issue shall be terminated. The Borrower may continue using the Credit Card when making payment transactions with own money;

8) upon making a debit transaction with American Express Credit Card in a currency differing from KZT, USD, EUR, the American Express system shall convert such currency into USD at the rate and in the manner as established by American Express system at the moment of authorization, with the commission fee for conversion being charged at the rate of 2.5% of the amount of such transaction. American Express shall specify the transaction amount and currency of accounts after conversion in the authorization request;

9) amount of MMP under the Revolving Sublimit paid by the Borrower to the Bank at partial repayment of the Revolving Sublimit on a monthly basis is 5 % (five) percent of the Outstanding Principal and Interest (if any), however no less than KZT 2,000/USD 15/EUR 10. When the Outstanding Debt at the end of the Settlement Period is less than KZT 2,000/USD 15/EUR 10, the MMP shall amount to the Outstanding Debt;

10) Interest on the Revolving Sublimit shall not be accrued during the Grace Period;

11) the Revolving Sublimit and Interest thereon shall be repaid (paid) on any business day of the Payment Period. Partial repayment is made on a monthly basis, in amount no less than MMP by the last calendar day of each Payment Period.

From the 24th (twenty-fourth) day until the last day of the Payment Period, the Bank shall undisputedly (without acceptance) withdraw money from any bank accounts of the Borrower opened with the Bank in the amount of the MMP, or in the amount less if the amount of money available on such accounts is not enough to make the MMP, by direct debiting of the bank account;

12) total period of the Revolving Sublimit may not exceed the term of the Credit Card, which is different depending on the type of card and is divided into Settlement Periods.

3.3. Extension and use of the Sublimit for installment purchase:

1) The Installment Purchase Sublimit shall be deemed to have been issued to the Borrower upon a Purchase Transaction made with a Merchant having the Bank's POS terminals installed, and the purchase is paid using those (the Bank's network)/having no Bank's POS terminals installed, and the purchase is paid using POS terminals of other banks (other banks networks), in case the Borrower receives a notice of the Bank through the Means of Instant Communication on the possibility to make payment using the Credit Card with the Merchant in the other banks networks.

Maximum purchases within the Installment Purchase Sublimit to buy several goods, works or services – 50.

Minimum amount of the Purchase Transaction with the Merchant – KZT 1,000;

2) the Installment Purchase Sublimit is issued through crediting money to the Card Account for further independent payment for goods, works or services by the Borrower;

3) the Installment Purchase Sublimit issue date shall be the date of the Purchase Transaction with the Merchant. The repayment date shall be the date the Borrower repays the Debt to the Bank. Interest shall be accrued on the amount of the Outstanding Principal;

4) the Installment Purchase Sublimit is revolving. Upon repayment of the used Installment Purchase Sublimit/part thereof, its amount shall be restored to the repayment amount and become available for further use by the Borrower;

5) Credit Card (if any) annual maintenance fee for the first year of use shall be charged upon the first Purchase Transaction made with the Merchant, which results in the activation of the Credit Card, and shall be payable as a Mandatory Payment when it is made for the first time.

6) Credit Card (if any) annual maintenance fee for subsequent years of use shall be accrued upon expiry of each year from the date of Credit Card activation upon the first Purchase Transaction made with the Merchant during each such year and shall be payable as part of the next succeeding Mandatory Payment;

7) the Credit Card under the Installment Purchase Sublimit may be used only for cashless payment of goods, works or services purchased by the Borrower from Merchants, and shall not be used for cash withdrawals from the Card Account;

8) the Bank shall be entitled to suspend or cancel the restrictions on the Card Account and the Credit Card stipulated by sub-clause 6) hereof, in the manner prescribed by sub-clause 2.2) of Article 5 of the Accession Agreement;

9) if the Borrower receives the Bank's notice through the Means of Instant Communication about the possibility of making a Purchase Transaction with the Merchant through POS terminals of other banks (networks of other banks), the Borrower shall be entitled to use the Installment Purchase Sublimit to make a Purchase Transaction with such Merchant with the installment period equal to four months;

10) the Installment Purchase Sublimit shall be repaid during the Payment Period with the Mandatory Payment made in accordance with the information indicated in the SMS received by the Borrower from the Bank, in the amount which is not fixed and depends on the amount of the Outstanding Principal and the number of purchases made, part of which shall be used by the Bank to repay the principal, the other part shall be used to pay other payments (if any);

11) when repaying the Installment Purchase Sublimit, the part of the Mandatory Payment to repay the Principal shall be calculated by dividing the amount of each individual purchase under the Installment Purchase Sublimit by the number of months of the installment term provided for each individual purchase, technical Overdraft (if not repaid on the day of creation), forfeit and other amounts of the Borrower's Debt (if any);

12) the amount of Debt under the Installment Purchase Sublimit shall be subject to repayment on any business day of the Payment Period, however not later than the fifteenth day of each month (payment date), in amount no less than the Mandatory Payment;

3.4. Extension and use of the Commodity Loan:

1) the Commodity Loan shall be issued through crediting money to the Borrower's Card Account and transferring the amount of the Commodity Loan by the Bank to the Merchant's bank account as determined in

the Facility Agreement and/or the Individual Terms and Conditions for the goods, works or services provided to the Borrower;

2) the Commodity Loan issue date shall be the date of crediting money to the Card Account, the repayment date shall be the date the Borrower repays the Debt to the Bank.

Interest shall be accrued on the amount of the Outstanding Principal;

3) after repayment of the Commodity Loan or during its term, the Bank shall be entitled to provide the Borrower with a new Commodity Loan;

4) the Commodity Loan shall be repaid on a monthly basis, in accordance with the Payment Schedule, by equal payments in a fixed amount, part of which shall be used by the Bank to repay the Principal, other part shall be used to pay the Interest, other payments (if any).

Article 4. Miscellaneous

1. Interest shall be accrued daily on the amount of the Outstanding Principal under the Loan starting from the date of issue and until its full repayment by the Borrower.

Under the One-time Loan and the Commodity Loan, a year shall be taken as equal to three hundred sixty calendar days, and a month – as equal to thirty calendar days.

Under the Revolving Sublimit and the Installment Purchase Sublimit, the actual number of days per month (according to the calendar) shall be taken into account when calculating the Interest for the use of the Loan, with the year taken as equal to three hundred sixty calendar days.

The Interest shall not be accrued on the Loan repayment day.

2. The Loan shall be disbursed by the Borrower by using the Card or the Credit Card, including through ATMs, Homebank.kz financial portal, cash desks, terminals, and through the use of the Counterparty App.

3. The trusted number specified in the Facility Agreement can be changed by the Borrower by personal application to the Bank or through Remote Communication Channels (if such a function is available).

4. In case the Borrower fails to provide a written notice on refusal to apply the improving conditions within the term specified in sub-clause 1.7 of Clause 5 of the Accession Agreement, the improving conditions shall be deemed to have been accepted by the Borrower.

Article 5. Rights and Obligations of the Parties, Restrictions for the Bank

1. The Borrower shall be entitled to:

1.1. upon a written application, within fourteen calendar days from the date of the Agreement, repay the entire amount of the Loan with payment of the Interest accrued by the Bank from the date of the Loan, without paying penalties and other types of forfeits;

1.2. at any time repay early the Revolving Sublimit and Installment Purchase Sublimit, in full or in part, with payment of the Interest accrued under the Facility Agreement and (or) Individual Terms and Conditions, or without such payment, if the Interest is not accrued under the Facility Agreement and (or) Individual Terms and Conditions, and without payment of penalties and other forfeits for full or partial early repayment;

1.3. The Borrower shall be entitled to:

under the One-time Loan and the Commodity Loan on the basis of a written application or an application submitted via Remote Communication Channels (if technically feasible) repay the Principal, in part or in full:

1) after the expiry of six months from the date of the Loan issued for a term of up to one year, after one year from the date of the Loan issued for a term exceeding one year, without paying a penalty or other types of forfeits;

2) within the period of up to six months from the date of the Loan issued for a period of up to one year, with payment of the Interest accrued and short-received by the Bank for six months, and of early repayment fee;

1.4. if the Principal and (or) Interest repayment date falls on a day off or a holiday, repay the Loan on the first following business day without paying a penalty for violation of the obligation to repay the Loan amount and (or) to pay the Interest;

1.5. upon application, receive from the Bank, at no charge and within a period not exceeding three business days, however no more frequently than once a month, written information on distribution (to the Principal, Interest, fees, penalties and other types of forfeits, and other amounts payable) of money received to the Card Account to repay the Debt under the Agreement. The Bank shall provide information as of the date of the Borrower's application.

1.6. upon an application for partial or full early repayment of the Loan to the Bank, receive, at no charge and within three business days, written information about amounts due for repayment broken down by the Principal, Interest, fees, penalties and other forfeits, and other amounts payable. The Bank shall provide information as of the date of the Borrower's application.

1.7. within fourteen calendar days upon receipt of notice on change of the Agreement terms towards their improvement for the Borrower, refuse the improved conditions proposed by the Bank by sending/submitting to the Bank a written notice of refusal from the improved conditions;

1.8. apply to the Bank in writing in case of disputes on services received;

1.9. refuse from re-issuing of the Card and (or) the Credit Card, with mandatory notification of the Bank in writing, by submitting an application thirty calendar days before the expiry date of the Card and (or) the Credit Card;

1.10. within thirty calendar days upon overdue payment, visit the Bank and submit an application in writing containing information about reasons for delay in performance of obligations, income and other confirmed circumstances (facts) that cause the Borrower to submit an application to amend the terms of the Agreement, including those related to:

– change in the Interest Rate under the Agreement downwards;

– change of the currency of the Outstanding Principal of the Loan to the national currency, in case the Loan was issued in foreign currency;

– Principal and/or Interest payment deferral or payment in installment;

– change of the Debt repayment method or sequence of Debt repayment, including repayment of the Principal as a priority;

– change of the term of the Loan;

– forgiveness of overdue principal and/or Interest, cancellation of forfeit (fine, penalty), fees and other payments related to the Loan servicing;

– changes in the forfeit (fine, penalty) downwards;

– changes in fees and other payments for provision of services related to Loan servicing downwards.

2. The Bank shall be entitled to:

2.1. unilaterally change terms of the Agreement towards their improvement for the Borrower in cases stipulated by Article 57-4 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" (the "Banking Law"), including as established by the Agreement;

2.2. refuse to issue the Loan after passing a positive resolution thereon/after passing a positive resolution on issuing and crediting the money to the Card Account/restrict access to the Available Revolving Sublimit and Installment Purchase Sublimit Balance/demand early repayment of all amounts of the Debt in the manner prescribed by the laws and the Agreement in the following cases:

1. submission by the Borrower of unreliable information about its financial condition, including, if the legal entity wherein the Borrower is the owner of interest in the authorized capital or shares has overdue Debt to the Bank;

2. foreclosure or attachment of Borrower's property, including money on bank accounts and Card accounts of the Borrower;

3. changes in the requirements of the legislation of the Republic of Kazakhstan affecting proper performance of the Agreement by the Bank;

4. transfer by the Borrower to other banks for servicing under salary projects (receipt of salaries, pensions through current accounts opened with other banks), if the Borrower receives the salary, pension through a current account with the Bank;

5. availability of information on termination of the Borrower's labor relations with the employer (including forthcoming one) received in a written notice from the Borrower/employer thereof, or information received by the Bank from other sources;

6. change of the Borrower's citizenship and (or) departure for temporary or permanent residence outside the Republic of Kazakhstan;

7. in cases where, in the opinion of the Bank, there is a threat of breach of the Borrower's obligations under the Agreement;

8. participation of the Borrower in legal proceedings as a defendant with a claim price commensurate with the Outstanding Principal;

9. on the date of expiry of the Card, Credit Card (including re-issued one), the Borrower reaching retirement age as determined by the legislation of the Republic of Kazakhstan (except for the cases when the Borrower is a holder of a Credit Card issued under the Instrument in accordance with terms whereof the retirement age is not a reason for refusing to issue the Loan)

10. availability of information on termination of the Borrower's labor relations with the employer (including forthcoming one) received in a written notice from the Borrower/employer thereof or information received by the Bank from other sources;

11. violation by the Borrower of the term for repayment of the next part of the Loan and (or) payment of the Interest, for more than forty calendar days;

12. improper use of the Loan by the Borrower;

13. contestation of the validity of the Agreement by anyone;

14. absence of turnovers on the Card Account for more than three months;

15. Overdraft on the Borrower's Card Account;

16. failure to submit to the Bank the documents specified in sub-clause 3.11 hereof;

17. in cases where, in the opinion of the Bank, there is a threat of breach of the Borrower's obligations under the Agreement;

18. termination of the Payment Card Issue and Maintenance Agreement;

19. use of the One-time Loan provided by the Bank for the purpose of refinancing other consumer loans of the Borrower otherwise than as intended;

20. confirmation of technical failure and non-withdrawal of fee, insurance premium, internal refinancing (if any).

2.3. request and receive from the Borrower the necessary information and documents required by the current legislation of the Republic of Kazakhstan and (or) intergovernmental agreements, and (or) internal documents of the Bank, within the period specified by the Bank, with the Borrower being responsible for the reliability of such information and documents;

2.4. refuse to establish business relations with the Borrower in case of impossibility to take measures for due diligence stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, and also in case of suspicion that business relations are used by the Borrower for the purpose of money laundering or financing of terrorism;

2.5. demand that the Borrower provide information and documents necessary for the identification of the Borrower, as well as provide information on tax residency and occupation;

2.6. refuse the Borrower or suspend the execution of transactions on the Card Account if there are suspicions that such transactions are performed for the purpose of money laundering or terrorism financing, and in case of failure and (or) refusal of the customer to provide the documents requested by the Bank;

2.7. terminate business relations with the Borrower by unilateral refusal to perform the Agreement in following cases:

1. in the course of examination of transactions, suspicions arise that the business relations are used by the Borrower for the purpose of money laundering or terrorism financing;

2. repeated refusals to conduct transactions on the bank Card Account or suspension of all operations on any bank accounts of the Borrower;

3. sanctions against the Borrower imposed under the jurisdiction of the USA, EU, UK and other countries whose requirements are applicable to the Bank in the performance of obligations hereunder or by an international organization (including, but not limited to, the UN and others);

4. the Bank has reasons to believe that the Borrower's transactions are subject to international economic sanctions or are aimed to evade them;

5. non-fulfillment by the Borrower of requirements specified in sub-clauses 3.9 and 3.18 hereof;

6. stipulated by requirements of current legislation and (or) internal documents and procedures of the Bank on anti-money laundering and combating the financing of terrorism;

2.8. demand that the Borrower fulfill its obligations under the Agreement;

2.9. in an indisputable manner (without acceptance), withdraw the money from the Card Account, and from any other bank accounts of the Borrower opened with the Bank, other banks and organizations engaged in certain types of banking operations in the Republic of Kazakhstan and beyond, by direct debiting and using the payment order and (or) other payment documents in order to fulfill the obligations of the Borrower to repay the Loan and pay the Interest.

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

2.10. unilaterally suspend issuing new Loans, new amounts under the Revolving Sublimit and the Installment Purchase Sublimit in following cases:

1. the Borrower's financial condition does not meet the Bank's requirements;

2. violation by the Borrower of the terms of the Agreement in terms of timely repayment of the Debt;

3. deterioration of the political and/or economic situation in the Republic of Kazakhstan or in the market of banking services of the Republic of Kazakhstan;

4. delay in performance of obligations to the Bank on the part of a legal entity wherein the Borrower is the owner of interest in the authorized capital;

5. excess of the limit under the Revolving Sublimit and the Installment Purchase Sublimit, or violation of the restrictions stipulated by the Facility Agreement;

6. failure to submit to the Bank the documents specified in sub-clauses 3.11 and 3.19 hereof;

2.11. assign any claim to the Borrower under the Agreement to third parties specified in the Banking Law, including to collection agencies without additional consent of the Borrower in accordance with the laws of the Republic of Kazakhstan. When the Bank assigns the claim under the Agreement to a third party, the requirements and restrictions established by the legislation of the Republic of Kazakhstan to the relations of the Bank with the Borrower shall apply to the legal relations of the Borrower with the third party the claim has been assigned to;

2.12. if the Borrower is in default to perform its obligations under the Facility Agreement and (or) the Individual Terms and Conditions, engage collection agencies to notify the Borrower of the delay in performance, the need to make payments under the Loan Agreement, and the consequences of breach of obligations, to transfer the Borrower's Debt for pre-trial collection and settlement, and for representation of the Bank's interests in court and in enforcement proceedings;

2.13. give information about the Borrower and the terms of the Facility Agreement and (or) the Individual Terms and Conditions, information related to the performance by the Parties of their obligations, and other information constituting banking and other secret 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), and to the Bank subsidiaries, including providing such persons with the relevant documents;

2.14. cease to provide financing to the Borrower and recover the Debt in full:

in cases of breach by the Borrower of:

1. obligations to provide and (or) ensure that the Borrower and other Data Subjects provide the Bank with up-to-date, accurate and properly executed consents,

2. obligations to take measures to prevent cases of revocation of any of the Consents given to the Bank, challenging their validity by anyone, invalidation of any of the Consents given to the Bank, submission by the Data Subjects of requests for destruction, blocking, depersonalization of their Personal Data given to the Bank, and in cases of:

1) application of measures to the Bank for violation of the legislation of the Republic of Kazakhstan on Personal Data due to violation by the Borrower of the obligations under the Agreement related to provision and (or) ensuring provision to the Bank of Consents and (or) Personal Data of Data Subjects;

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

3. **The Borrower shall be obliged to:**

3.1. notify the Bank no later than five business days upon receipt thereby of the information on/event of:

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

2) contestation by someone of validity of the Agreement;

3) changes in postal details, address of permanent residence, address of residence registration, e-mail, Trusted Number, other telephone numbers, family composition, place of employment (change of employer), surname, name, patronymic (if any) of the Borrower;

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

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

3.3. without prior written consent of the Bank, not act as a guarantor (surety) for the obligations of third parties, nor make any other transactions, which increase the obligations of the Borrower to third parties and (or) otherwise may hinder the proper performance of the Borrower's obligations under the Agreement;

3.4. in case of early repayment of the Loan upon expiry of the deferral for repayment of the Principal provided by the Bank, pay the Principal and the Interest accrued for the period of deferral, but not paid at the time of early repayment;

3.5. immediately notify the Bank of the occurrence of circumstances that prevent the fulfillment of the Borrower's obligations under the Agreement, and of the threat of violation thereof;

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

3.7. not allow technical Overdraft, i.e. not spend money on the Card Account in excess of the total amount of the Borrower's own cash balance thereon, and the amount of Revolving Sublimit and Installment Purchase Sublimit available at the time of the Purchase Transaction. In case of a technical Overdraft, repay the amount of such Overdraft on the day thereof;

3.8. immediately notify the Bank on opening bank accounts with banks (organizations engaged in certain types of banking operations and other credit organizations) in the Republic of Kazakhstan and beyond (with communication of the number of such account and the name of the bank);

3.9. within five business days upon receipt of the Bank's request, reimburse the latter for the expenses and losses related to the breach by the Borrower of obligations under the Agreement confirmed by relevant documents, which shall be payable to the Bank in full in excess of the penalty amount;

3.10. use the One-time Loan provided by the Bank for the purpose of refinancing other consumer loans of the Borrower for their intended purpose. In case of misuse of the One-time Loan/part thereof or failure to provide the Bank with an opportunity to verify the intended use of the Loan/part thereof, in addition to paying the penalty set forth in the Facility Agreement, repay the Loan/part thereof used otherwise than for the intended purpose or the intended use whereof is not confirmed at the request of the Bank, before maturity;

3.11. at the request of the Bank, submit documents stating and confirming the salary and (or) other income being the source of the Loan repayment, if such income was declared by the Borrower, and provide access to the place of work/business to the Bank employee;

3.12. disclose to the Bank the information about its financial position and (or) other information, which may adversely affect the Borrower's ability to fulfill the obligations under the Agreement timely and in full;

3.13. independently obtain information about the status of the Debt on the Loan on the first day of each calendar month on Homebank.kz financial portal and/or in the Counterparty App or by contacting the Bank to obtain the relevant Instrument Card Account statement;

3.14. if, after entering into the Facility Agreement, the Bank becomes aware that the Borrower is a related party of the Bank and (or) related with a group of the Bank Borrowers, and when exposure for such Borrower is calculated as for one the one not being a related party of the Bank and (or) not related with a group of the Bank Borrowers exposure wherefore is calculated as for one Borrower being a related party of the Bank, then within the term indicated by the Bank, take the actions necessary for the Bank to classify the financial condition of the Borrower not lower than "stable" (in accordance with statutory regulations of the authorized body).

3.15. if violation of the conditions provided by sub-clause 3.14 hereof leads to imposing penalties on the Bank – at the request of the Bank, reimburse the amount of penalties within five business days upon receipt of the Bank notice with the request for reimbursement;

3.16. provide the Bank with and ensure provision to the Bank of, at the first written request, accurate and properly executed Consents of the Borrower and other Data Subjects specified by the Bank;

3.17. take measures to prevent cases of:

1) revocation of any of the Consents provided to the Bank;

2) contestation of their validity by anyone;

3) invalidation of any of the Consents given to the Bank;

4) requests of Data Subjects for destruction, blocking, depersonalization of their Personal Data submitted 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 violation by the Borrower of the obligations related to providing and (or) ensuring provision to the Bank of the Consents and (or) Personal Data of the Data Subjects;

3.18. reimburse the Bank for any expenses and losses incurred by the Bank in case of any measures applied to the Bank for violation of the legislation of the Republic of Kazakhstan on Personal Data due to violation by the Borrower of obligations related to providing or ensuring provision of Consents and (or) Personal Data of the Data Subjects to the Bank;

3.19. provide required information and documents within the deadlines set by the Bank required by the legislation of the Republic of Kazakhstan on money laundering and terrorism financing and (or) intergovernmental agreements, and (or) the Bank's internal documents and procedures.

4. **The Bank shall be obliged to:**

4.1. accept the Loan within fourteen calendar days from the date of the Agreement from the Borrower, with the Interest accrued from the date of the Loan being withheld, and the penalty or other types of forfeits for the Loan repayment not being withheld.

If it is impossible to repay the loan via the Counterparty App, the loan repayment application and the amount required to repay the loan shall be submitted via HSA App;

4.2. at the request of the Borrower, provide at no charge and no more often than once a month, the information in writing within no more than three business days about distribution (to Principal, Interest, fees, penalties and other types of forfeit, and other amounts payable) of money received to repay the Debt under the Agreement.

The information is provided by the Bank as of the date of the Borrower's application;

4.3. upon Borrower's application for partial or full early repayment of the Loan to the Bank, at no charge, within three business days, inform the Borrower of the amount due for repayment broken down by Principal, Interest, fees, penalties and other forfeits, and other amounts payable. The information shall be provided by the Bank as of the date of the Borrower's application.

If it is impossible to repay the loan via the Counterparty App, the Borrower's application for partial or full early repayment of loan to the Bank and the amount payable shall be submitted to the Bank via HSA App;

4.4. notify the Borrower by means provided for in Article 8 of the Accession Agreement, about changes in the terms of the Agreement towards their improvement no less than fourteen calendar days before the date of their supposed entering into force.

4.5. upon a delay in performance of the obligation, no later than ten calendar days from the date thereof, notify the Borrower in the manner and within the terms provided for in the Agreement on: occurrence of delay in performance of obligation under the Agreement and necessity to make payments thereunder, with indication of the amount of overdue debt as of the date stated in the notice; the right of the Borrower under the Agreement to apply to the Bank; consequences of non-fulfillment by the Borrower of its obligations under the Agreement.

The notice shall be deemed delivered if sent to the Borrower in one of the following ways stipulated by the Agreement:

to the e-mail specified in the Facility Agreement;

at the Borrower's place of residence specified in the Facility Agreement, by registered mail with return receipt requested, including receipt by one of the Borrower's adult family members residing at the specified address;

by other means of communication ensuring the receipt of the notice by the Borrower is recorded.

In case of return of notice marked as undeliverable to the addressee, recipient, or due to refusal to accept it, and failure to confirm its acceptance by any other means of communication, the notice shall be considered to have been duly sent;

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

4.7. consider, within fifteen calendar days after receipt of the Borrower's application as stipulated in sub-clause 1.10 of Article 5 of the Accession Agreement, the proposed changes to the Agreement terms and conditions, and inform the Borrower in writing or otherwise as provided for in the Agreement of: acceptance of the proposed changes to the Agreement terms and conditions; its proposals to amend the Agreement terms and conditions; refusal to change the Agreement terms and conditions specifying reasonable grounds for such refusal; submit a written application to the banking ombudsman to resolve disputes arising from the Agreement; other information/Borrower's rights, in accordance with the laws of the Republic of Kazakhstan;

4.8. notify the Borrower upon entering into an agreement on assignment of claim to third parties stipulated by law:

1) prior to entering into the assignment agreement, on possibility of assigning the claim to a third party, and on processing of Borrower's Personal Data in relation to such assignment, in the manner provided for in Article 8 hereof or not contrary to the laws of the Republic of Kazakhstan;

2) on transfer of the claim to a third party in the manner provided for in Article 8 hereof and (or) the Facility Agreement or not contradicting the laws of the Republic of Kazakhstan, within thirty calendar days upon conclusion of the assignment agreement, indicating the purpose of further repayment of the Loan to a third party (the name and location of the person who the claim under the Agreement was transferred to, the full amount of transferred claims and the balance of overdue and current amounts of the Principal, Interest, fees, forfeit (fine, penalty) and other amounts payable;

5. The Bank shall not be entitled to:

5.1. unilaterally change upward the amount and procedure of calculation, fees and other payments for servicing the Loan established on the date of the Agreement;

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

5.3. oblige the Borrower to insure its life and health;

5.4. unilaterally suspend the issue of new loans under the concluded Agreement, except for the following cases:

1) as stipulated by the Agreement, when the Bank has the right not to issue new loans;

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

3) deterioration of the Borrower's financial condition identified following monitoring conducted by the Bank in accordance with the Bank's internal credit policy in compliance with International Financial Reporting Standards;

4) changes in the requirements of the legislation of the Republic of Kazakhstan affecting the proper execution of the Agreement by the Bank;

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

– downward change or complete cancellation of fees and other payments for the services related to servicing the Loan;

– downward change or complete cancellation of penalties (fines, forfeits);

– downward change of the Interest Rate under the Agreement;

– deferred payments and (or) installment payments under the Agreement;

– possibility of making a Purchase Transaction with the Merchant having no Bank POS terminals installed, and payment for the purchase is made through POS terminals of other banks (other bank network);

– increase in the number of Loans, which the Borrower is entitled to receive within the Instrument under the Agreement;

– increase in the amount of the Installment Purchase Sublimit and the Revolving Sublimit;

– downward change of the minimum amount of the Purchase Transaction with the Merchant specified in sub-clause 3.3-1) of Article 3 hereof;

– suspension or cancellation of restrictions on the Card Account and the Card, the Credit Card, provided in sub-clause 3.3-7) of Article 3 hereof;

5.6. charge a penalty or other types of forfeits for early repayment of the Loan, except for cases of partial early repayment or full early repayment of the principal before expiry of six months from the date of the Loan issued for up to one year, before expiry of one year from the date of the Loan issued for a period over one year.

5.7. charge a penalty or other types of forfeits, if the date of repayment of the Principal or the Interest falls on a weekend or a holiday, and the Interest or the Principal is repaid on the following business day.

5.8. unilaterally suspend the Loan issue, except for the cases stipulated in sub-clause 2.2 hereof and changes in the requirements of the legislation of the Republic of Kazakhstan affecting the proper execution of the Agreement by the Bank.

Article 6. Early Performance of Obligations under the Loan. Liability of the Parties.

Amendment of the Agreemen

1. Early performance of obligations initiated by the Bank shall be made by the Borrower within five business days upon the Bank's request therefore.

2. Early performance of obligations initiated by the Borrower (in whole or in part) shall be made based on the Borrower's application for early repayment of the Loan submitted by the Borrower in the form established by the Bank one business day before the date of early repayment. The Borrower shall be entitled to make early repayment of the Loan amount (in full or in part) under the Agreement to the Bank with the written consent of the Bank.

The Bank shall provide the Borrower with new Individual Terms and Conditions and (or) Payment Schedule for the One-time Loan and Commodity Loan in case of partial early repayment of the Loan by the Borrower or change of the Interest Rate, through Remote Communication Channels or upon Borrower's personal application to the Bank.

The Bank shall provide the Borrower with new Individual Terms and Conditions for the Revolving Sublimit and Installment Purchase Sublimit in case of partial early repayment of the Loan by the Borrower or change of the Interest Rate, through Remote Communication Channels or upon Borrower's personal application to the Bank.

Article 7. Confidentiality

1. The Parties shall keep confidentiality of banking, commercial and other information received from the other Party and (or) related to the Agreement. Transfer (publication or disclosure, etc.) of such information to third parties shall be possible only in cases expressly provided for by the legislation of the Republic of Kazakhstan, or with the written consent of the other Party, or in cases provided for by a written consent of the Borrower submitted to the Bank, including by signing of the Facility Agreement, and in accordance with the requirements of current legislation of the Republic of Kazakhstan.

2. The confidentiality provisions (banking and other secret, Personal Data) shall not apply to the cases of:

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

2) provision by the Bank of information on the Loan to collection agencies under agreements concluded with collection agencies for recovery of Borrower's debts under the Agreement;

3) direct withdrawal by the Bank of the Borrower's debt under the Agreement from bank accounts thereof, and provision of the required information to third parties in this regard;

4) provision by the Bank to credit bureaus of information on the Borrower and entering into the Agreement, and other necessary information and receipt of credit reports on the Borrower, in the manner and on terms established by the legislation of the Republic of Kazakhstan;

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

6) transfer of information regarding the Loan, including information about the Borrower, to the Anti-Fraud Center, in accordance with the laws of the Republic of Kazakhstan;

3. The Borrower shall comply with the cyber security requirements established by the Bank, including, but not limited to:

- using only a personal device and account;
- preventing the transfer of logins, passwords, access codes, biometric data, or other authentication means to third parties;
- immediately notifying the Bank and/or the Counterparty of any suspicion of unauthorized access to their data, loss of a device, or data leak;
- refraining from actions aimed at disrupting the operation of the Counterparty's and/or the Bank's app (hacking attempts, scanning, data interception, etc.).

In the event of a violation of cyber security requirements by the Borrower, the Bank and/or the Counterparty:

- shall have the right to suspend or terminate the Borrower's access to the mobile app of the Counterparty and/or the Bank;
- may apply measures provided for by the laws of the Republic of Kazakhstan and the Bank's internal regulatory documents;
- may hold the Borrower liable in accordance with the terms of this Agreement and the current laws of the Republic of Kazakhstan.

The Borrower shall bear full responsibility for losses caused to the Bank as a result of:
- transferring account access to third parties;
- unauthorized operations performed using their account;
- violation of security requirements leading to a data leak.

Article 8. Notices

1. Notices given by the Bank to the Borrower shall be deemed to have been duly executed and communicated to the Borrower when the same are posted in the Borrower's personal account on Homebank.kz financial portal, in the Counterparty App and (or) sent by the Bank in one of the following ways:

– by courier or postal service;

– by e-mail indicated by the Borrower in the Application;

– by fax;

– by mobile and other telephone communication (using the Trusted Number and other numbers indicated by the Borrower in the Application), including by sending an SMS;

– by posting the relevant information at the Bank's outlets/subdivisions/on the Bank's website at www.halykbank.kz, on the Bank's official page in social media, in Online Banking system, on ATMs, on terminals, taking into account the provisions of Article 7 of the Accession Agreement;

– by posting the message on the Borrower's page in social media, in the manner and on terms determined by the Bank, in case of identification of the Borrower based on the information received therefrom upon entering into the Agreement and during its validity, taking into account the provisions of Article 7 of the Accession Agreement;

– on POS terminal receipt;

– by sending a push notification (short pop-up notifications appearing on the cell phone screen).

The Bank's notices shall be deemed to have been delivered to the Borrower, and the Borrower shall be deemed to have been duly notified, if those are sent with the use of any of the above methods, without the need for the Bank to obtain the notice receipt confirmation, except for those notices delivered personally or through courier service which shall be deemed to have been delivered in case of direct delivery to the Borrower, confirmation by courier service that the notice is undeliverable due to absence of the Borrower at the delivery address or refusal of the Borrower to receive the notice.

2. The Individual Terms and Conditions/Payment Schedule shall be deemed to have been duly executed and communicated to the Borrower when the same are posted in the Borrower's personal account on Homebank.kz financial portal, in Counterparty App and (or) sent by the Bank in one of the following ways:

– by courier or postal service;

– by e-mail;

– by mobile and other telephone communication (using the Trusted Number and other numbers indicated by the Borrower in the Application), including by sending an SMS;

– in Online Banking system, on ATMs, on terminals, taking into account the provisions of Article 8 of the Accession Agreement;

– on POS terminal receipt;

3. Any notices given by the Borrower to the Bank shall be deemed to have been duly executed and received by the Bank when the same are sent in one of the following ways:

– by delivery to the Bank's authorized employee against signature on receipt;

– by courier or postal service;

– by other means, where delivery by such means is expressly provided for in the Agreement.

4. In case of changes in the contact information or details of the Party, which the other Party uses to send notices, the Party undergoing such changes shall, within 5 (five) business days upon those changes, send a notice thereof to the other Party.

The Bank shall not be liable for non-receipt or untimely receipt by the Borrower of the Bank's notices caused by changes in the Borrower's contact information and (or) details, of which the Borrower has not notified the Bank in writing under the Accession Agreement.

5. Information shall be deemed to have been delivered to the Borrower if sent by the above methods, including if, for technical reasons, SMS and (or) notice were not delivered to the e-mail address and (or) the Trusted Number, and other telephone numbers notified to the Bank by the Borrower. The Bank shall not be

liable if the content of the notices sent by the above means of communication may become known to third parties for reasons beyond the control of the Bank.

6. The Borrower shall assume the risks associated with the use of means of instant communication for the purposes of sending and (or) receiving notices, including, but not limited to: risk of fraud, unauthorized access to information sent, non-receipt or untimely receipt of notices by the Borrower, loss of information before its receipt by the Borrower or the Bank, caused by malfunction of instant communication means and (or) malfunction of equipment used for sending or receiving notices.

7. The Bank shall not be liable for any losses of the Borrower in the cases specified in sub-clause 6 hereof, unless the Borrower proves that such losses resulted from negligence or willful failure of the Bank to perform its obligations.

8. The rules stated in sub-clause 4-4.5 of Article 5 hereof shall apply to the notices sent by the Bank to the Borrower in case of default in performance of the obligation.

Article 9. Entry into Force. Amendment.

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

2. Amendments to the Accession Agreement shall be made by the Bank unilaterally, at its own discretion, to the extent permitted by the legislation of the Republic of Kazakhstan and (or) in connection with changes therein, and shall become effective upon being posted on the Bank's official website: www.halykbank.kz and apply to the Agreements entered into therefrom.

3. Amendments to the Facility Agreement shall be made by executing a supplementary agreement by the Parties.

4. If the Agreement is concluded through Online Banking or other electronic channel of the Bank, it shall enter into force once the Borrower consents to the conclusion thereof by entering the OTP in the forms of Remote Communication Channels or putting the EDS.

5. Transactions made through: entering by the Borrower of the OTP; exchange of electronic messages and documents in the Borrower's Personal Account on Homebank financial portal and/or in Counterparty App; exchange of SMS through the Borrower's Trusted Number, other ways and documents establishing the Parties and their expression of will, in accordance with Article 152 of the Civil Code of the Republic of Kazakhstan, shall be equal to the transactions in writing by agreement of the Parties.

6. When the Facility Agreement is concluded via the Remote Communication Channels, provision by the Bank of the Facility Agreement via the Remote Communication Channels to the Borrower shall represent an offer. The Borrower shall accept the Facility Agreement by signing it with an electronic digital signature. After the Borrower signs the Facility Agreement, the Bank shall display in the Facility Agreement the image of the Bank authorized person's signature and the seal, whereupon the Facility Agreement shall be considered to have been concluded.

The Parties agree that the conclusion of the Facility Agreement in accordance with this clause shall represent proper execution of the transaction and conclusion of the Agreement.

Article 10. Final Provisions

1. The terms and conditions not regulated by the Accession Agreement shall be established by the Facility Agreement.

Upon any contradictions between the Accession Agreement and the Facility Agreement, the Facility Agreement shall prevail.

Legal relations not regulated by the Accession Agreement and the Facility Agreement shall be governed by the legislation of the Republic of Kazakhstan.

Disagreements and disputes between the Parties shall be resolved in court at the location of the Bank or its branch, at the discretion of the Bank (contractual jurisdiction), in the manner prescribed by the legislation of the Republic of Kazakhstan.

The Agreement shall be made in Kazakh and Russian languages, each having equal legal force for the Parties. In the event of a conflict between the language versions of the Agreement, the issue of priority in the interpretation of its provisions shall be resolved in accordance with the Facility Agreement.

Article 11. Terms and Abbreviations

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

Acceptance	actions of the Borrower taken via the Remote Communication Channels to express the consent, accept the terms offered by the Bank for receipt of the Loan
Bank	Halyk Bank of Kazakhstan Joint Stock Company
Interest	payment for the Loan provided
Grace Pariod	Postponement of the scheduled payment date by one calendar day, during which the Bank is entitled not to accrue penalties or other types of fines for late payment of the monthly loan payment amount
Trusted Number	Borrower's cell phone number indicated in the Facility Agreement the passwords to make transactions in financial portal Homebank.kz and/or Counterparty App, SMS codes, OTP, etc. will be sent to
Agreement	Accession Agreement, Facility Agreement, Individual Terms and Conditions taken together
Accession Agreement	This Facility Accession Agreement
Available Credit Line Amount	amount available for the Borrower under the Credit Line, within the Credit Limit, provided that the Borrower meets the requirements of the Bank
Available balance	amount available for the Borrower within the amount of the Revolving Sublimit/Installment Purchase Sublimit
Debt	all/any unfulfilled monetary obligations of the Borrower (current and (or) overdue) on repayment of the Loan, payment of the Interest, fees, forfeit, on compensation of expenses (losses) incurred by the Bank
Loan	a bank loan provided by the Bank to an individual for purchase of goods, works or services not related to entrepreneurial activities in accordance with the terms and conditions of the Instruments
Borrower	Applicant receiving the Loan and assuming obligations to repay it, pay Interest and make other payments (if any) pursuant to the Accession Agreement, the Agreement and/or the Individual Terms and Conditions
Applicant	an individual who filed an Application for a loan
Application	Application for Credit Line/Loan submitted by the Applicant/Borrower in hard copy when applying to the Bank in person, or in electronic format using the Remote Communication Channels
One-time Loan	Instrument according whereto the Bank provides the Borrower with the Loan by crediting it to the Card, under the Credit Line
Individual Terms and Conditions	Loan terms and conditions: amount, term, interest rate, repayment procedure, amount of payment, etc., provided by the Bank to the Borrower on paper upon applying to the Bank in person or via Remote Communication Channels
Instrument	the Bank's credit program on the terms and conditions whereof the Loan is provided
Card	debit payment card, which contains information allowing its holder by means of electronic terminals or other communication channels to make payments and (or) money transfers or receive cash, or exchange currency and make other transactions as determined by the Bank and on its conditions, and which is linked to the Card Account of the Credit Line

Credit Line	obligation of the Bank to provide the Borrower with a loan on the terms allowing the Borrower to determine the time to obtain the Loan and make borrowing transactions, however within the amount and time specified in the Facility Agreement
Credit Scoring	measures taken to assess creditworthiness of the Applicant/Borrower and credit risks
Credit Limit	maximum value within which the Credit Line may be provided
Credit Card	a payment card issued by the Bank to the Borrower, to which the Bank credits the Revolving Sublimit and the Installment Purchase Sublimit
Grace Period	period of repayment of the principal under the Revolving Sublimit, during which the Bank does not accrue the Interest or the Interest is accrued at a reduced rate, as compared to the standard rate. The Grace Period commences on the date of utilization of the amount of the Revolving Sublimit/part of the Revolving Sublimit, and ends on the end date of the period in which the Revolving Sublimit/part of the Revolving Sublimit was provided on preferential terms, in accordance with the terms of the Instrument
Minimum monthly payment/MMP	amount of money, which is not fixed and depends on the amount of the Revolving Sublimit used by the Borrower during the Settlement Period, payable on a monthly basis to the Bank in repayment of the utilized Revolving Sublimit amount (or its part), the Interest and other payments, if any
Mandatory Payment	amount of money payable by the Borrower to the Bank to repay debt under the One-time Loan and the Commodity Loan, in accordance with the Payment Schedule, and under the Installment Purchase Sublimit in accordance with the information provided by the Bank, in the manner prescribed by the Agreement, after making the Purchase Transaction with the Merchant
Overdraft	amount used by the Borrower in excess of the amount of the Loan provided
Principal	amount of the Loan received under any Instrument in full
Outstanding Principal	amount of the outstanding Principal within the One-time Loan, Commodity Loan, utilized amount of the Revolving Sublimit, Installment Purchase Sublimit
Purchase Transaction made with the Merchant	payment made by the Borrower using the Credit Card for the purchase of goods, works or services with the Merchant within the Installment Purchase Sublimit
Bank Partner	a legal entity who the Bank entered into a cooperation agreement with, whereby the Bank provides Commodity Loan to the buyers for the purchase of its goods
Personal Data	information related to the identified or identifiable Data Subject recorded on electronic, paper and (or) other tangible media
Payment Period	period during which the MMP can be made to repay the Revolving Sublimit, or the Mandatory Payment can be made within the Installment Purchase Sublimit. Payment Period for the Revolving Sublimit shall be calculated from the first day of the calendar month following the Settlement Period and shall end on the last day of such calendar month. The Payment Period for the Installment Purchase Sublimit shall be calculated from the first day of the calendar month following the Settlement Period and shall end on the 15th day of such calendar month
Loan repayment	repayment of the Loan amount (Principal) and payment of the Interest thereon, other payments, if any

Entrepreneur	a legal entity/individual entrepreneur, including the Bank Partner, that sells goods, works, services, payment wherefore can be made, inter alia, by accepting the Card and Credit Card with the Merchant to pay for purchased goods, works, services in a non-cash form
Overdue debt (arrears)	the date from which the repayment deadline for the next outstanding payment established by the agreement is violated. In the event that a grace period is granted, the arrears date begins to be calculated after the expiration of such period
Merchant (trade and service enterprise)	place of business of the Entrepreneur, where the equipment (device) designed to accept payments with the use of payment cards (POS terminal) is installed
Subsequent Loans	Loans issued in relation to the Instruments within the Credit Line during the whole term of its validity, subsequently, after the first Loan has been issued
Revolving Sublimit	Instrument under which the Bank issues the Loan by crediting it to the Borrower's Credit Card, which is revolving, and used by the Borrower by making card transactions
Credit Line Amount	total amount of all Loans received and not repaid in full
Settlement Period	calendar month, starting from the first day until and including the last day, in which the amount of the Revolving Sublimit/part of the Revolving Sublimit and the Installment Purchase Sublimit was used, regardless of the date of using the amount of the Revolving Sublimit, its part and the part of the Installment Purchase Sublimit. The Settlement Period shall end on the last day of the calendar month, when the amount of the Revolving Sublimit/part of the Revolving Sublimit and Installment Purchase Sublimit/part of the Installment Purchase Sublimit was used
Consent	Consent of the Data Subject to collection and processing of personal data, Consent to provision of information to credit bureaus and receive credit reports therefrom, Consent to credit offers
Interest Rate	interest rate expressed as a percentage of the Loan amount according to which the Borrower shall pay Interest for use of the Loan
Facility Agreement	Facility Agreement entered into between the Bank and the Borrower, which contains a reference to the Accession Agreement
Means of Instant Communication	means of communication of information between the Bank and the Borrower: email, postal communication, Online Banking system, SMS banking system, telebanking, telephone, fax, ATM, POS terminal receipt, terminal, message on the Bank's website and official page of the Bank in social media, on Homebank.kz financial portal or in the Counterparty App, message on the Borrower's page in social media, used in the manner and on terms determined by the Bank, in case of identification of the Borrower on the basis of the information received from the Borrower upon signing of the Agreement by the Parties and during the term of the Agreement
Installment Purchase Sublimit	Instrument, whereby the Bank provides a Loan by crediting its amount to the Borrower's credit card, within the limits whereof the Borrower may purchase goods, works, services from entrepreneurs in installments
Data Subject	an individual who the Personal Data refer to
Account	any current bank account of the Borrower opened with the Bank which the Credit Line and the Instruments within the Credit Line are credited to

Commodity Loan	Instrument, whereby the Bank provides a Loan by crediting its amount to the Borrower’s Card for payment of goods, works and services to be purchased by the Borrower, with subsequent transfer from the Card to the account of the Entrepreneur who the Borrower purchased goods, works and services from
Remote Communication Channels	Homebank.kz financial portal, Counterparty App, ATM, payment terminal, Internet resources of the Bank Partners
OTP	unique combination of digits valid for one authentication session sent by the Bank to the Borrower’s Trusted Number and applied by the Borrower to confirm the transaction equivalent to the Borrower’s signature
Parties	the Bank and the Borrower, jointly
SDK Halyk Widget	Bank software that enables the integration of Services with the Counterparty App. Halyk Widget SDK is a Bank-controlled electronic remote banking system for individuals, accessible via the Counterparty App, which allows the Borrower to manage funds from the Counterparty App within Homebank system.
Counterparty mobile app	the Counterparty's software installed on a mobile phone and/or tablet computer, and/or any other device integrated with the Services via Halyk Widget SDK;
Counterparty	individual(s) and/or legal entity(ies) that have entered into a corresponding cooperation agreement with the Bank, whereby the Services interact with the Counterparty's Mobile App;
Service(s) of the Bank	set of telecommunications, digital and information technologies, software, and equipment that enable the provision of the Bank's services using the Counterparty's App;

Article 12. Details and Signatures of the Parties

Details and signatures of the Parties shall be stated in the Facility Agreement.