

Individual Person Accession Agreement For receipt and transfer of payments in favor of legal entities

This Individual Person Accession Agreement for receipt and transfer of payments in favor of legal entities (hereinafter the “Agreement”) regulates the relationship between JSC Halyk Bank (hereinafter the “Bank”) and individual customer, a user of the Bank’s services in accordance herewith and pursuant to License for banking and other transactions and activities on the securities market No.1.2.47/230/38/1 dated 8 November 2016. The Bank and the customer hereunder shall be jointly referred to as the “Parties”.

1. Glossary

1.1. For the purposes hereof, the following key terms are used:

- 1) **“Bank”** means JSC Halyk Bank, its branches /structural/ specialized structural subdivisions of the branch/employees;
- 2) **“Agreement”** means this Individual Person Accession Agreement for receipt and transfer of payments in favor of legal entities. The Agreement is an accession agreement to be concluded according to Article 389 of the Civil Code of the Republic of Kazakhstan;
- 3) **“Customer”** means an individual, whether resident or non-resident, who applies to a structural/ specialized structural subdivision of the Bank’s branch to obtain bank transfer services. The Customer may include a transmitter, beneficiary. The Customer may be represented by his/her representative;
- 4) **“Operation Bank Day”** means a period of time, during which the payment system operator or payment service provider accepts and processes instructions, orders of suspension or revocation of such instructions;
- 5) **“payment document”** means a document executed in paper or electronic form, which serves as a basis for or is used to execute a payment and (or) transfer of money;
- 6) **“website”** means the Bank’s information web resource at: <https://www.halykbank.kz/>;
- 7) **“tariffs”** means effective tariffs that define the amounts of the Bank’s commissions and fees charged for the services rendered by the Bank. In this Agreement, “tariffs” shall mean the tariffs posted on the Bank’s website and valid at the Bank’s branches;
- 8) **“service”** means payment receipt and transfer to a legal entity (corporate customer) within the payment receipt and transfer service agreement concluded between the Bank and the legal entity as instructed by the Customer;
- 9) **“legal entity”** means, in accordance with the Agreement, a service provider in whose favor a payment is made by the Customer (legal entity, sole proprietor, farm, private bailiff, private notary, lawyer, professional mediator), or an intermediary/trust manager who entered into a relevant service agreement with the Bank on payment receipt and transfer from individuals.

2. General

2.1. The terms and conditions hereof, tariffs shall be set independently by the Bank in accordance with the legislation of the Republic of Kazakhstan, internal regulatory documents of the Bank.

2.2. The Agreement shall be deemed concluded if the Bank accepts the Customer’s instruction to Bank for service delivery.

Payments shall be transferred to legal entities within the terms provided for by Law of the Republic of Kazakhstan “On Payments and Payment Systems” No.11-VI ZRK dated 26 July 2016 (the “Payments Law”) and pursuant to the terms and conditions of the payment receipt and transfer service agreement concluded between the Bank and the legal entity:

- during the Operation Bank Day on the day of receipt of the instruction to transfer the payment to a legal entity;
- within one operation day following the day of receipt of the instruction to transfer the payment to a legal entity.

2.3. Before concluding the Agreement, the Customer shall independently read and understand the terms and conditions of the Agreement, tariffs charged for the service delivery. The Agreement and tariffs are available to the Customer, his/her representative on the website of the Bank or at the Bank’s branch.

Payments in favor of a legal entity shall be only accepted in the national currency, tenge, except for those service providers in whose favor payments shall be accepted in roubles (Baykonyr regional branch of the Bank).

2.4. The Customer, his/her representative shall have read and understood the terms and conditions hereof before the service delivery, accepted the same by acceding to the Agreement in general and consented to receive the service chosen by the Customer in accordance with the terms hereof by signing the payment document by the Customer/giving a respective instruction to the Bank to transfer money in favor of a legal entity.

2.5. The current tariff, which is available on the Bank's website at the time of service delivery by the Bank, shall be an integral part of the Agreement.

2.6. The signature of the Customer, his/her representative on the payment document/sending by the Customer of the relevant instruction to the Bank to transfer money in favor of a legal entity shall be deemed to indicate that the Customer, his/her representative has read, understood and accepted the Agreement in full, without any comments or objections.

The Customer, his/her representative shall not be entitled to invoke the absence of their signature on the Agreement as a proof that the Agreement has not been read/understood/accepted by them.

2.7. In case of payment, transfer by the Customer using the Customer's bank account, the procedure for protection against unauthorized payments, the procedure for regulating issues on unauthorized payment services, the procedure and amounts of indemnification payments for unjustified refusal to execute or improper execution of the instruction, the procedure for determining the exchange rate applied when providing the payment service in foreign currency, and other applicable terms and conditions shall be regulated under the relevant bank account agreement concluded between the Customer and the Bank.

3. Subject Matter

3.1. In accordance with the procedure and on the terms set forth by the Agreement, the Customer shall instruct, and the Bank shall, upon the Customer's instructions, make payments and money transfers in favor of the legal entity as part of the agreement for receipt and transfer of payments in favor of legal entities concluded by the Bank and the legal entity.

3.2. Any fees due to the Bank for the services rendered under the Agreement shall be paid by the Customer according to the tariff available on the Bank's website at the time of the Bank's service delivery, and pursuant to the terms and conditions of the payment receipt and transfer service agreement concluded between the Bank and the legal entity.

4. General Description and Conditions of Service Delivery

4.1. A non-cash payment, money transfer without opening a bank account/using the Customer's bank account is a payment, money transfer, which is made by the Customer by cash contribution to the Bank/use of the Customer's bank account to transfer money in favor of the beneficiary legal entity..

4.2. Upon receipt of the payment document, the Bank shall provide the Customer, his/her representative with a respective acknowledgement of payment acceptance.

4.3. The Bank shall accept a payment document, instruction on revocation of the payment document from the Customer, his/her representative during the operation day. After the end of the operation day, no payment document or instruction on revocation of the payment document shall be accepted.

This condition shall be met unless the terms and conditions of the payment receipt and transfer service agreement concluded between the Bank and the legal entity, in whose favor the payment is received, provide for online payment acceptance.

Information about the Bank operation day is available to the Customer, his/her representative on the Bank's website, at its subdivisions.

The operation day can be set independently by the Bank.

4.4. In case of any money transfer over KZT500,000 (or its equivalent in foreign currency), the Customer, his/her representative shall fill in the "Know Your Customer" questionnaire pursuant to the Bank's internal regulatory document, which governs the procedure of filling in "Know your customer" questionnaire and maintaining the "Know your customer" database.

4.5. If there are no grounds to refuse service or suspend execution of the payment document for transfer of payment in favor of the legal entity, under the agreement concluded between the Bank and the legal entity, the Bank shall provide the service based on the payment document accepted from the Customer, his/her representative.

4.6. Any instruction accepted by the Bank from the Customer or his/her representative can be revoked before its execution by giving an instruction to the Bank to cancel the payment document on the same operation day when the Bank accepts the payment document from the Customer or his/her representative.

The Bank shall also suspend execution of the payment document to the extent provided for by the legislation of the Republic of Kazakhstan and the Agreement.

No revocation of the payment document shall be allowed if, pursuant to the payment receipt and transfer service agreement concluded between the Bank and the legal entity, payments can be accepted online.

The above-mentioned measures shall be taken unless otherwise is provided for in the payment receipt and transfer service agreement concluded between the Bank and the legal entity in whose favor the payment is made..

4.7. Fees for the services to be rendered by the Bank under the Agreement shall be paid by the Customer, his/her representative at the rates available on the Bank's website at the time of the Bank's service delivery or at the Bank's subdivision.

The Customer, his/her representative can find the Bank's rates on the website or at the Bank's subdivision.

Any fees for the Bank's services shall be paid by the Customer or his/her representative separately from the amount of payment or transfer made (without deducting the fee amount from the payment or transfer amount).

4.8. The Parties shall be guided by the legislation of the Republic of Kazakhstan in all other cases, which are not directly stipulated by the Agreement.

5. Unauthorized Payments, Erroneous Instructions

Chapter 1. Unauthorized Payments

5.1. The Customer shall determine whether the Bank executes the payment document correctly and, where any unauthorized payment document is executed, notify the Bank thereof within three operation days following its detection, but within the limitation period, which is calculated from the time of such payment.

5.2. If the Bank is the beneficiary's bank and allows an unauthorized payment provided there has been no violation by the Customer, the Bank shall, on the next operation day from the date of receipt of the Customer's notice of the unauthorized payment, return the amount of payment to the Customer:

5.2.1. from the beneficiary's bank account, if the beneficiary has a bank account opened with the Bank, including if there are any resolutions of a competent public authority or an official on seizure of the beneficiary's bank account and/or suspension of debit transactions and/or unexecuted instructions to be executed within indefinite period of time;

5.2.2. if there is not enough or no cash on the beneficiary's bank account - using own funds of the Bank.

If the Bank is the beneficiary's bank and if the Bank independently identifies an unauthorized payment, provided there has been no violation by the Customer, the Bank shall return the amount of transfer to the Customer, in accordance with the procedure set out in Part one of this clause.

5.3. If the amount of transfer under any unauthorized payment is returned to the Bank, it is credited to the Customer's bank account within the operation day following the day of crediting the transfer amount to the correspondent account of the Bank. If the Customer does not have a bank account with the Bank, the amount of the returned transfer shall be recorded by the Bank as the amount pending clarification for subsequent return to the Customer upon request of his/her representative.

So that to return the amount of transfer, the Bank shall take measures to search for the Customer who does not have a bank account with the Bank. If the Bank, according to its knowledge about the Customer, fails to find the Customer or if the Customer has not applied to the Bank to receive the returned transfer, the Bank shall, within two months after receipt of the returned amount, recognise the amount according to the internal documents of the Bank or shall be entitled to deposit the money on the terms of notary's deposit. Where the Customer, his/her representative apply to the Bank, if the amount of the returned transfer is still kept by the Bank, the amount shall be returned to the Customer, according to the internal documents of the Bank.

5.4. If the Bank is not the beneficiary's bank and allows an unauthorized payment provided there has been no violation by the Customer, the Bank shall, on the next operation day from the date of receipt of the Customer's notice of the unauthorized payment, give a notice to the beneficiary or the beneficiary's bank on return of funds under such unauthorized payment.

If the amount of transfer under the unauthorized payment is returned to the Bank, it shall be credited to the Customer's bank account opened with the Bank within one operation day following the day the transfer amount is credited to the Bank's correspondent account. If the Customer does not have a bank account with the Bank, the amount of the returned transfer shall be recognised by the Bank as an amount pending clarification for subsequent return to the Customer upon its or his/her representative's request.

So that to return the amount of transfer, the Bank shall take measures to search for the Customer who does not have a bank account with the Bank. If the Bank, according to its knowledge about the Customer, fails to find the Customer or if the Customer has not applied to the Bank to receive the returned transfer, the Bank shall, within two months after receipt of the returned amount, recognise the amount according to the internal documents of the Bank or shall be entitled to deposit the money on the terms of notary's deposit. Where the Customer, his/her representative apply to the Bank, if the amount of the returned transfer is still kept by the Bank, the amount shall be returned to the Customer, according to the internal documents of the Bank. If the Bank is notified by the beneficiary's bank of insufficient cash or lack of cash at the bank account of the beneficiary, the transfer amount shall be returned using the Bank's own funds.

5.5. If the Bank returns the amount of the Customer's payment using the Bank's own funds and subsequently, before the end of the limitation period, receives the amount of transfer from the beneficiary bank as a refund, based on its earlier notice of refund under the unauthorized payment, the Bank shall be entitled to offset this amount.

Chapter 2. Erroneous Instructions

5.6. The Customer shall determine whether the payment document is executed correctly and, in case of its erroneous execution, notify the Bank of any error within three operation days after detection of execution of the erroneous payment, but not later than three years from the date of execution of the erroneous instruction or

unauthorized payment and (or) money transfer. The Customer shall specify the details of the payment document and the erroneous details detected in the notice of erroneous payment. The Bank shall not be liable for any erroneously executed payment document if the error is made by the Customer.

The Customer hereby declares to assume the risk associated with the payment document executed incorrectly by the Bank, if the error is made by the Customer, his/her representative.

5.7. The Bank shall, within three operation days after receipt from the Customer of the notice of erroneous execution of the payment document:

5.7.1. for an erroneous payment containing details that do not correspond to the details of the Customer's payment document, send the payment document in favor of the proper beneficiary or return the entire amount of the payment to the Customer;

5.7.2. for an erroneous payment made repeatedly, return the incorrectly withdrawn amount to the Customer.

The beneficiary's bank shall return the erroneous amount to the Customer based on the Bank's letter within the limitation period.

5.8. If the Bank allows an erroneous payment, it shall give a notice to the beneficiary in whose favor the erroneous payment was made or to its bank on the necessity to return the erroneous payment enclosing the documents to confirm the erroneous payment.

If there is not enough or no cash on the beneficiary's bank account, the Bank shall (since allowed the erroneous payment) refund such erroneous payment using its own funds within three operation days since the notice is received from the beneficiary's bank on lack of cash or insufficient cash on the beneficiary's bank account.

5.9. When the beneficiary bank refunds the amount of money, the Bank shall:

5.9.1. credit the amount to the bank account of the Customer;

5.9.2. recognize the amount if, before such receipt, the Bank used its own funds to make a refund to the Customer or transfer to the proper beneficiary.

The Bank shall within three operation days from receipt of the refunded amount notify the Customer of such refund using such methods as may be established by the Bank. If the refund is made due to the Bank indicating such details of the payment document that do not correspond to the details of the payment document received from the Customer, the Bank shall, without notifying the Customer of the refund, send a payment document with proper details to the beneficiary bank within three operation days from the date of refund.

5.10. If the Customer does not have a bank account with the Bank, the refunded transfer shall be recognized by the Bank as an amount pending clarification for subsequent refund to the Customer upon its or his/her representative's request. The Bank shall endeavor to find the Customer, who does not have a bank account with the Bank, to refund the transfer amount. If the Bank, according its knowledge about the Customer, fail to find the Customer, or if the Customer has not applied to the Bank to receive the returned transfer, the Bank shall, within two months from the date of receipt of the refund, recognize the amount according to the internal documents of the Bank or shall be entitled to deposit the amount on the terms of notary's deposit. Where the Customer, his/her representative apply to the Bank, if the amount of the returned transfer is still kept by the Bank, the amount shall be refunded to the Customer according to the internal documents of the Bank.

Chapter 3. Protection against Unauthorized Payments

5.11. When accepting the Customer's instruction, the following elements may be used as a protection against unauthorized payments, unauthorized money transfers, including, but not limited to:

personal visit of the Customer, his/her representative to the Bank;

handwritten signing by the Customer, his/her representative of the payment document in the Bank premises;

signing of the payment document by the Customer, his/her representative using electronic digital signature;

dynamic identification of the Customer, his/her representative at the time of payment service delivery by the Bank;

identity verification of the Customer, his/her representative by the original identity documents;

when a payment document is signed by the Customer's representative, the Customer shall submit the original power of attorney to the Bank, and the Bank shall verify, based on the original power of attorney, the powers of the Customer's representative to sign the payment document;

check by the Bank of cash provided by the Customer or his/her representative for counterfeit banknotes.

5.12. When accepting the order of payment document revocation /suspension, the following elements may be used as a protection against unauthorized payments, unauthorized money transfers, including, but not limited to:

personal visit of the Customer, his/her representative to the Bank;

handwritten signing by the Customer, his/her representative of the order in the Bank premises;

signing of the order by the Customer, his/her representative using electronic digital signature;

dynamic identification of the Customer, his/her representative at the time of order acceptance by the Bank;

identity verification of the Customer, his/her representative by the original identity documents;

when an order is signed by the Customer's representative, the Customer shall submit the original power of attorney to the Bank, and the Bank shall verify, based on the original power of attorney, the powers of the Customer's representative to provide and/or sign the order.

The Bank shall ensure protection of the Customer's and its representative's identification tools from third party access.

6. Rights and Obligations

6.1. The Bank shall be entitled to:

6.1.1. independently decide on the service delivery, execution or refusal to execute the payment document, taking into account the terms of the Agreement, statutory provisions of the Republic of Kazakhstan;

6.1.2. without any further consent of the Customer, make changes to the list of documents necessary for payment and/or money transfer if it is required by the legislation of the Republic of Kazakhstan and/or internal policies, standards and procedures of the Bank;

6.1.3 charge fees for the service delivered and related services according to the tariffs posted on the Bank's website or at the Bank's subdivision;

6.1.4. suspend executing the Customer's instruction to the extent provided for by the legislation of the Republic of Kazakhstan on anti-money laundering and combating the financing of terrorism. In this case, such suspension shall not be allowed for any payments and/or money transfers related to payments to the budget and for public services which details are reported by the Bank to the state bodies, courts via the payment gateway of the e-government;

6.1.5. unilaterally terminate business relationship with the Customer, without prior notice to the Customer, by unilateral refusal of executing the Customer's instruction due to the following:

1) a failure by the Customer, his/her representative to provide the amount of money necessary to make the payment or cash transfer and/or payment for the service delivery;;

2) the instruction bears any signs of forgery, corrections, additions or blots;

3) a failure by the Customer to comply with the requirements to the procedure for preparing and submitting an instruction and/or other requirements stipulated by the legislation of the Republic of Kazakhstan and/or terms and conditions of the Agreement;

4) inconsistency of the documents provided by the Customer with the requirements of legislation of the Republic of Kazakhstan and/or internal regulatory documents of the Bank;

5) in cases stipulated by the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Combating Financing of Terrorism" or international treaties ratified by the Republic of Kazakhstan or stipulated by the agreement with the non-resident banks;

6) impossibility to take measures for due diligence provided for by legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank;

7) where, during the review of the Customer's transactions, it is suspected that the service is used by the Customer for money laundering or terrorism financing purposes;

8) multiple refusals by the Bank to carry out transactions under the service or suspension of all transactions on the Customer's bank accounts;

9) effective sanctions imposed against the Customer under the jurisdiction of any country (e.g., OFAC) or any international organisation (including but not limited to FATF and UN);

10) detection of any unauthorized payment, and detection and confirmation of reasonable evidence of unlawful receipt of money transferred in favor of a legal entity;

11) revocation or invalidation of any consents on personal data submitted to the Bank, inability to use the personal data submitted to the Bank, applying to the Bank measures for violation of personal data legislation;

12) other reasons, which are beyond the Bank's control, but which are determined by the legislation of the Republic of Kazakhstan or force majeure circumstances;

13) other cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement.

The Bank may refuse executing the instruction within the term established by the Law of the Republic of Kazakhstan "On Payments and Payment Systems" No.11-VI ZRK dated 26 July 2016, with indication of the reason for doing so and subject to the procedure stipulated by the legislation of the Republic of Kazakhstan. The Bank shall not be liable for any losses incurred by the Customer due to the Bank's refusal to execute such instructions;

6.1.6. carry out due diligence and identification of the Customer, his/her representative in accordance with the legislation of the Republic of Kazakhstan on anti-money laundering and combating financing of terrorism;

6.1.7. carry out cross-border transfer of personal data of the Customer, his/her representative, including in accordance with Article 16-3(1) of the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 "On Personal Data and their Protection" (the "Personal Data Law");

6.1.8. demand that the Customer, his/her representative provide information and documents necessary for identification of the same, identify the beneficial owner, and provide information on tax residency, occupation and source of financing of transactions, transaction documents;

6.1.9. demand that the Customer, his/her representative duly perform their obligations under the Agreement;

6.1.10. where, making payments for services with cards, according to the concluded Agreement with the Customer, there is an amount unclaimed by the Customer on transactions, include such amount in income after 180 (one hundred and eighty) days from the date of its origination.

6.2 The Bank shall be obliged to:

6.2.1. provide the Customer with the service on payment receipt and transfer to the legal entity under this Agreement and payment receipt and transfer service agreement concluded between the Bank and the legal entity;

6.2.2. execute the Customer's instruction pursuant to the terms and conditions of the Agreement, legislative requirements of the Republic of Kazakhstan;

6.2.3. place any information related to the service delivery and of advertising nature on the Bank's website or other available resources;

6.2.4. ensure that information allowing to identify the Customer, his/her representative and legal entity is kept for five years after the service delivery;

6.2.5. provide the Customer with a notice on execution of the instruction after the service delivery;

6.2.6. if the Bank detects any errors/ inaccuracies arising during the transaction under the service and/or existing in the information provided to the Customer, the Bank shall be obliged to eliminate such errors/ inaccuracies;

6.2.7. comply with the legislative requirements of the Republic of Kazakhstan, terms and conditions of the Agreement when providing the service.

6.3. The Customer shall be entitled to:

6.3.1. read and understand the terms and conditions of the Agreement, conditions for the service, tariffs before receiving the service;

6.3.2. revoke a payment document (unless the payment receipt and transfer service agreement concluded between the Bank and the legal entity, in whose favor the payment is received, provides for payment cancellation);

6.3.3. request that the Bank provide copies of documents to confirm that the Bank has executed its instructions;

6.3.4. instruct his/her representative (authorized person) to provide a payment document to the Bank, sign other documents on his/her behalf;

6.3.5. demand that the Bank duly perform its obligations under the Agreement.

6.4. The Customer shall be obliged to:

6.4.1. comply with the requirements of the legislation of the Republic of Kazakhstan and terms of the Agreement;

6.4.2. provide such amount of money that is required by the Bank to execute its instruction;

6.4.3. pay for the Bank's services pursuant to the tariffs;

6.4.4. in case of replacement of the persons authorized to make payments or money transfers on behalf of the Customer based on the power of attorney, or early termination of their powers, immediately notify the Bank in writing and submit original documents to confirm such changes. Otherwise, the Bank is not responsible for any actions of the persons authorized to make payments and/or money transfers on behalf of the Customer based on the power of attorney;

6.4.5. give instructions to the Bank that are not inconsistent with the legislation of the Republic of Kazakhstan and provide duly executed documents in accordance with the legislation of the Republic of Kazakhstan and the Agreement;

6.4.6. provide the Bank with accurate and complete information required for the service delivery, details of the identity document, IIN, e-mail address, and other information, including that established by the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Combating Financing of Terrorism";

6.4.7. immediately verify all information received by the Bank, including that specified in the notifications. The Customer shall be also obliged to review execution of the Customer's orders by the Bank for correctness.

6.5. The Customer confirms that the Customer has been notified and agrees that the Bank shall be entitled to refuse in carrying out or terminate any transaction of the Customer, including those related to the Bank's services under the Agreement, if such refusal or termination is carried out by the Bank under the sanctions imposed by the jurisdiction of any country or international organization (including but not limited to FATF, UN, OFAC), which apply to the Bank, the Customer, a legal person, beneficial owner, bank of the legal entity. At the same time, the Bank shall not be liable for the Customer's losses caused by the Bank's refusal to execute or suspend executing the Customer's payment document due to the aforementioned sanctions.

6.6. The Customer shall not be entitled to make payments and/or money transfers related to entrepreneurial activities, or pay for goods, works and/or services prohibited by the legislation of the Republic of Kazakhstan.

Where the Customer fails to provide a foreign exchange contract, the Bank shall be entitled to make a payment and/or money transfer under the foreign exchange transaction provided that the Customer (beneficiary), his/her representative specifies the purpose of such transfer and makes a supporting entry:

to authorize the Bank to provide information on a given payment and/or money transfer to the law enforcement authorities of the Republic of Kazakhstan and the National Bank of the Republic of Kazakhstan upon their request;

to confirm that this payment and/or money transfer is not related to the execution by an individual of a foreign exchange transaction that requires obtaining a registration certificate, a certificate of notification, a registration number of the contract (for resident individuals));

to confirm that the payment and/or money transfer is not related to the entrepreneurial activity of the individual;

to confirm that this payment and/or money transfer is not related to financing of terrorist or extremist activity and other support of terrorism or extremism.

6.7. The Customer hereby takes into account and agrees that upon detection of any payment and/or money transfer, which is reasonably considered by the Bank to be aimed at money laundering and financing of terrorism, the Bank shall be entitled to request any additional information necessary for analysis of the payment and/or money transfer. Should such information not be provided within the terms specified by the Bank, the Bank shall be entitled not to accept cash for transfer, refuse to execute the payment document, return the money received in favor of the legal entity.

6.8. The Customer hereby expresses his/her understanding and agrees that any Customer's applications to the Bank in connection with the service delivery under the Agreement, the performance by the Parties of their obligations under the Agreement by phone may be automatically recorded by the Bank using a recording device, with a notice given to the Customer prior to the call, for possible use of the recording in dispute resolution between the Parties.

6.9. The Customer hereby represents and guarantees that the money to be transferred in favor of a legal entity has been obtained legally, and that, if requested by the Bank, such Customer, including via his/her representative, undertakes to provide the Bank with the documents / other information that confirm the lawful origin / receipt of such money, including where the transfer of money in favor of a legal entity is performed for and on behalf of the Customer by his/her representative.

6.10. The Customer's representative shall be obliged to notify the Bank of any transactions carried out for and on behalf of the Customer, and provide the Bank with documents identifying the Customer.

6.11. The rights and obligations set forth in this Article shall be also applicable to the Customer's representative.

6.12. The Bank shall be entitled to keep an electronic record of information about the Customer, his/her representatives and service.

6.13. In addition to the rights and obligations stipulated in this Article of the Agreement, the Parties shall have such other rights and obligations that are stipulated by the Agreement, the legislation of the Republic of Kazakhstan.

7. Liability of the Parties

7.1. The Parties shall be liable under the Agreement in accordance with the legislation of the Republic of Kazakhstan.

7.2. The Bank shall be liable for:

7.2.1. any unreasonable refusal to execute the Customer's payment documents. In this case, the Bank shall indemnify the Customer for damage in the amount of the fee paid by the Customer;

7.2.2. carrying out any unauthorized or erroneous payment, money transfer through the fault of the Bank. In this case, the Bank shall indemnify the Customer for damage in the amount of the fee paid by the Customer;

7.2.3. improper execution of the Customer's payment document through the fault of the Bank implies that the Bank shall pay a penalty of 0.01 % of one monthly calculation index to the Customer;

7.2.4. disclosure of a bank secret.

In order to receive the amount specified in clauses 7.2.1 – 7.2.3, the Customer shall apply to the Bank. Upon consideration of the application, the Bank can make a payment by crediting the relevant amount to the Customer's bank account opened with the Bank or other bank, organization carrying out certain banking transactions. Where the Bank, based on other agreements concluded with the Customer, has information on the Customer's bank account opened with other bank, organization carrying out certain banking transactions, the Bank shall be entitled to transfer the specified amounts to such bank account. Where the individual Customer does not have a bank account, the Customer shall be entitled to open it with the Bank or receive the amount in cash.

7.3. The Bank shall not be liable:

7.3.1. for any erroneously executed payment document of the Customer, if such error in the payment document was made by the Customer or his/her representative;

7.3.2. for impossibility to refund the transfer amount to the Customer under the erroneously executed payment document of the Customer, if such error in the payment document was made by the Customer or his/her representative;

7.3.3. for refused, suspended execution of a payment document to the extent provided for by the legislation of the Republic of Kazakhstan, the Agreement;

7.3.4. in other cases provided for in the Agreement.

7.4. The Bank shall not compensate the Customer for any lost profits under the Agreement.

7.5. The Customer shall be liable, including when acting through the representative, for providing incomplete, unreliable information to the Bank in order to receive services, as well as in other cases stipulated in the Agreement and the legislation of the Republic of Kazakhstan.

7.6. In the event of a failure to perform, improper performance of the obligations under the Agreement, the Bank shall not be liable if it proves that proper performance was impossible due to force majeure circumstances, i.e.

extraordinary and unavoidable circumstances (natural disasters, acts of war, riots, strikes, decisions of any state body or court that prohibit, prevent performance of the Agreement, etc.), which directly affect the Bank's performance under Agreement.

If a force majeure circumstance directly affects the performance of any of the Bank's obligations/commitments under the Agreement, the Bank shall notify the Customer and (or) his/her representative thereof within 3 (three) business days from the date of occurrence of the circumstances.

In case of one or more force-majeure circumstances directly affecting/affected the performance by the Bank of its obligations/commitments under the Agreement, the Parties shall take measures to settle the issue of execution by the Bank of the payment document, if not yet proceeded by the Bank, the issue of execution by the Bank of the payment document, if executed by the Bank, but transfer has not yet been made.

8. Service Related Documents

8.1. The documents, which are regulated by the legislation of the Republic of Kazakhstan in terms of execution, content, shall be executed by the Parties pursuant to such regulations.

8.2. If the legislation of the Republic of Kazakhstan provides that document forms may be independently determined by a second-tier bank, with or without mandatory details provided for by the legislation of the Republic of Kazakhstan, such forms shall be determined by the Bank independently. The Bank shall provide such documents to the Customer or his/her representative for study in order to use them when rendering the service.

9. Dispute Resolution

9.1. Any disputes and disagreement arising due to the execution, performance of the Agreement shall be settled by the Parties through negotiations.

Any claims sent by the Parties to each other shall be executed and sent in writing.

9.2. The Bank shall consider the Customer's claims in accordance with such procedure and within such term that are established by the internal documents of the Bank and the legislation of the Republic of Kazakhstan.

9.3. Any disputes that are not agreed upon between the Parties shall be settled in courts of the Republic of Kazakhstan in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

9.4. The applicable law of the Agreement shall be the law of the Republic of Kazakhstan.

9.5. Reciprocal claims on settlements between the Client and the legal entity, in favor of which a payment has been sent by the Client, shall be considered directly by them, without the participation of the Bank.

10. Confidentiality

10.1. The Bank shall ensure confidentiality of information, data, including those constituting bank secrecy, obtained in the process of execution and performance of the Agreement, and shall not allow their disclosure to third parties, unless it is necessary due to execution, performance of the Agreement, including transfer of data, information to persons specified in the payment document of the Customer, fulfilment by the Bank of the requirements of the Republic of Kazakhstan.

Any cases where disclosure of such information to third parties shall not be deemed a disclosure without the Customer's consent, or where the Customer's consent, prior consent is not required, are established in the legislative acts of the Republic of Kazakhstan, including those regulating the delivery of payment services.

For the purpose of disclosing, including confidential transfer of data, information to third parties, the Bank may use consents provided by the Customer, his/her representative to disclosure of data, information constituting a bank secrecy, collection and processing of personal data of the Customer, his/her representative.

10.2. The Customer hereby unconditionally and irrevocably agrees in writing that the Bank discloses data, information constituting a bank secrecy, related to the Customer, the Customer's service under the Agreement to any third parties, including the persons specified in the payment document of the Customer, so that the Bank may provide the service to the Customer under the Agreement. This consent shall be deemed given in writing at the premises of the Bank when the payment document is signed by the Customer, his/her representative.

10.3. The Bank shall not be liable for any consequences of disclosure by the Customer, his/her representative of data, information related to the Customer, his/her representative, the Agreement, the Parties' performance of their obligations under the Agreement, including those constituting a bank secrecy when receiving the services under the Agreement, to any third parties.

Any risks associated with the consequences of such disclosure shall be borne by the Customer or his/her representative.

10.4. In accordance with the Personal Data Law, the Customer or his/her representative, who signs the payment document on behalf of the Customer, hereby gives his/her consent to the Bank to collect and process his/her personal data for the purpose of executing and performing the Agreement with the Bank, including in particular, transfer of personal data of the Customer or his/her representative to the organizations of Halyk Group (the Bank and its subsidiaries), cross-border transfer of their personal data, including according to Article 16-3(1) of the Personal

Data Law, and in other cases where in accordance with the legislation of the Republic of Kazakhstan and/or internal documents of the Bank or its subsidiaries, it is required to collect, process such personal data. Personal data of the Customer, his/her representative shall be collected and processed at the discretion of the Bank, its subsidiaries, by any means that are not inconsistent with the legislation of the Republic of Kazakhstan.

11. Validity and Amendments

11.1. The Agreement shall enter into force upon conclusion of the Agreement according to clause 2.2 of the Agreement.

The Agreement shall be valid until execution by the Bank of the Customer's payment document, except for revocation of the payment document by the Customer (unless the payment receipt and transfer service agreement concluded between the Bank and the legal entity, in whose favor the payment is received, provides for online acceptance of payments), and in case of suspended execution of the Customer's payment document or the Bank's refusal executing the same due to the reasons provided by the legislation of the Republic of Kazakhstan and the Agreement.

11.2. Where the Customer, his/her representative provides an instruction to the Bank to revoke a payment document before it is executed by the Bank, unless the payment receipt and transfer service agreement concluded between the Bank and the legal entity, in whose favor the payment is received, provide for the option to revoke any payment due to the technical conditions, it shall be understood as the Customer's repudiation /termination of the Agreement.

11.3. The Bank shall be entitled to introduce unilaterally, without prior agreement with the Customer, any amendments, additions to the terms of the Agreement established by the legislation of the Republic of Kazakhstan and if such amendments, additions improve the Customer's situation .

In all these cases, the Bank shall place a relevant notice, amendments and additions at the branches/subdivisions and on the Bank's web-site within ten calendar days before the date of their effective date.

11.4. In other cases where the Bank introduces any amendments and additions to the Agreement, including where the tariffs are increased, the Bank shall post the relevant notice, amendments and additions at the branches/subdivisions and on the Bank's web-site within ten calendar days prior to the effective date. In this case, the Customer shall be entitled:

11.4.1. to repudiate the Agreement by sending a relevant notice to the Bank;

11.4.2. not to apply to the Bank for the payment services if their terms and conditions have been changed/amended or where amendments/additions to the tariffs charged for such services have been made.

A failure of the Bank to receive from the Customer a written notice, application to close the Account before the expiry of the specified ten-day period shall mean that the Customer agrees with the new (amended) version of the Agreement, the amount of tariffs, and such amendments, additions to the Agreement, tariffs are put into effect on the date specified in the notice of the Bank. At that, no additional agreement to the Agreement shall be concluded, no other written confirmation of the Customer's consent is required.

12. Language of the Agreement

12.1. The Agreement is executed in the state and Russian languages, having equal legal force. In case of any discrepancies between the versions in the state and Russian languages, the Russian version shall prevail.

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