

Payment Acceptance and Transfer Service Accession Agreement

This Payment Acceptance and Transfer Service Accession Agreement (hereinafter referred to as the “Agreement”) has been entered into between JSC Halyk Bank (hereinafter referred to as the “Bank”) and the Customer who signed the Terms and Conditions for accepting and transferring payments in accordance with Annex 1 to the Agreement (hereinafter referred to as “Terms and Conditions”).

The Bank and the Customer shall be hereinafter jointly referred to as the Parties, and each separately as a Party or as indicated above.

The Customer joins the Agreement by signing the Terms and Conditions. The Customer's signature in the Terms and Conditions for accepting and transferring payments indicates that the Customer has received, read, understood and accepted the Agreement in full, without any comments or objections, and accepts it only by joining the Agreement posted on the corporate website of the Bank www.halykbank.kz.

The Customer shall not have the right to refer to the absence of its signature on the Agreement as proof that the Agreement was not received/read/understood/accepted by it, if the Bank has a copy of the Terms and Conditions signed by the Customer.

The Agreement establishes the rights, obligations, responsibilities of the Parties and other legal relations between the Bank and the Customer, determines the conditions and procedure for the Bank to provide services for accepting and transferring payments, and other banking services provided by the Bank to the Customer.

The purpose of this Agreement is provision of services for accepting and transferring payments in favor of Customers - legal entities, their branches and representative offices, as well as sole proprietors, peasant (farm) households, private notaries, private bailiffs, lawyers and professional mediators - residents of the Republic of Kazakhstan.

1. Glossary

The terms used in the text of the Agreement have the interpretation given to them in the table below of the Agreement (Glossary), unless otherwise expressly defined in the text of the Agreement.

Bank	JSC Halyk Bank, its branches/ structural/ specialized structural subdivisions of branches/ employees
Beneficiary	a person in whose favor the payment and (or) money transfer is made
Statement	A duly executed document sealed by the Bank (paper or electronic) showing status of the Account for a certain period of time
Payment cardholder	an individual who uses a payment card in accordance with payment card issue agreement or, if a prepaid payment card – natural person who makes transactions using such card
Legislation	legislation of the Republic of Kazakhstan as a set of regulatory legal acts adopted in the prescribed manner
Prohibited services	types of goods and/or services sold by the Customer and/or related to the activities of the Customer that violate the requirements established by the legislation of the Republic of Kazakhstan and the Agreement, including: goods (services) related to the sale (including the sale itself) by the Customer of weapons, firearms and explosive substances and objects; narcotic, psychotropic, toxic, caustic and radioactive substances; human organs and tissues; alcoholic and tobacco products (without the proper permission of state authorities in accordance with the legislation of the Republic of Kazakhstan); services for organizing and conducting gambling (without the proper permission of state authorities in accordance with the legislation of the Republic of Kazakhstan); sexual services, and those contrary to universal moral principles and ethics; other goods prohibited or restricted in circulation in accordance with the legislation of the Republic of Kazakhstan
Personal Internet Banking	Halyk Homebank Personal Internet Banking is a software and hardware complex of the Bank that allows the holder of payment cards to make payments on the Internet
Payment Card	means of electronic payment, which contains information that allows its holder through electronic terminals or other communication channels to make payments and (or) money transfers, or receive cash, or carry out currency exchange and other operations determined by the issuer of the payment card and on its terms
Card account	current account in the card database

Customer	under the Agreement, a service provider in favor of which the payer (legal entity, sole proprietor, peasant (farm) household, private bailiff, private notary, lawyer, professional mediator) makes payment
International payment system (IPS)	a system for the exchange of transactions and mutual settlements between members of the International Banking Payment Association, acting under a single trademark
UN	The United Nations is an international organization created to maintain and strengthen international peace and security, develop cooperation between states
Transaction day	the period of time during which the Bank receives instructions to transfer money and orders to suspend or withdraw such instructions from customers and send them notices related to the implementation of money transfers in their favor
Payer	an individual making payments in favor of the Customer
Payment document	a document drawn up on paper or generated in electronic form, on the basis or with the help of which payment and (or) money transfer is made
Party/Parties	Bank and the Customer which have entered into the Agreement
Account	Customer's bank account
Tariffs	current tariffs that determine the size of the Bank's fees charged for the services rendered by it
Self-service devices	devices, including those with the Cash-In function, and other electronic software and hardware tools that allow the payer to independently receive money and documents confirming transactions and make payments using payment cards and cash
Terms and Conditions	Annex 1 to the Agreement, which defines the procedure and conditions for accepting payments through the Bank's Systems. If, under the Agreement, payments are not accepted using any of the Bank's Systems, the corresponding fields are not filled in. Based on the Terms and Conditions, the Customer instructs, and the Bank accepts and transfers payments from payers for the services provided by the Customer (payments) through the channel (s) for receiving payments specified in the Terms and Conditions
FATF	is the Financial Action Task Force on Money Laundering (FATF). An intergovernmental organization that develops global standards in the field of combating money laundering and the financing of terrorism (AML/CFT), and also evaluates the compliance of national AML/CFT systems with these standards
Financial portal	the Bank's hardware and software complex, which allows cardholders to make payments using the card on the Internet
Chargeback	the Bank's request for the need to return the amount of the disputed payment to the holder of the payment card, based on the results of the investigation in accordance with the rules of the International Payment Systems on the basis of the application of the holder of the payment card issued by any issuing bank other than JSC Halyk Bank
OFAC	the Office of Foreign Assets Control of the US Treasury. The US Treasury Department responsible for national security and the fight against foreign terrorism, drug trafficking and activities related to the proliferation of weapons of mass destruction; controls the application of economic sanctions, in particular the freezing of foreign assets located in the United States

2. Subject of the Agreement

2.1. In the manner and on the terms established by the Agreement, on the basis of the Terms and Conditions, which are Annex 1 to the Agreement, the Customer instructs, and the Bank accepts and transfers payments from payers for the services provided by the Customer through the channel (s) for receiving payments specified in the Terms and Conditions.

2.2. Accepted payments are transferred to the Customer's details specified in the Terms and Conditions.

3. Rights and Obligations of the Parties

3.1. The Bank shall be obliged to:

3.1.1. accept payments from payers in favor of the Customer in cash and/or from the bank accounts of the payers with the subsequent transfer of the accepted amounts to the bank account of the Customer on the conditions stipulated by the Agreement and the Terms and Conditions;

3.1.2. transfer payments in favor of the Customer in the manner and terms in accordance with the Law of the Republic of Kazakhstan "On Payments and Payment Systems" No. 11-VI ZRK dd 26 July 2016;

3.1.3. inform the Customer of accepted payments in the manner specified in the Terms and Conditions;

3.1.4. start making transfers of payments in favor of the Customer:

3.1.4.1. for payments accepted through the Bank branches from the date of technical implementation agreed with the Customer;

3.1.4.2. for payments accepted through the network of self-service devices, from the date of technical implementation agreed with the Customer;

3.1.4.3. for payments accepted through Halyk Homebank, a personal Internet banking, from the date of technical implementation agreed with the Customer.

3.1.5. keep the secret of the Customer transactions and provide information thereon to third parties only in cases stipulated by the legislation of the Republic of Kazakhstan;

3.1.6. ensure the proper functioning of systems designed to accept and process payments over which the Bank has direct control, and take all possible measures to restore service in case of its suspension due to reasons beyond the control of the Bank;

3.1.7. in case of revealing errors during acceptance, transfer of payments during the Bank's working day, in which such errors were found, inform the Customer about this by means of a notification on paper and/or by e-mail and/or facsimile using the details specified in the Terms and Conditions, and take all actions aimed at corrections and crediting the corresponding amount of payments;

3.1.8. in the case of using the online mode of interaction with the customer at the time of the payment by the cardholder and/or in cash of the Bank, transfer the payment details online to the Customer in electronic form via a dedicated communication channel in accordance with Annex 2 to the Agreement;

3.1.9. on a daily basis, in automatic mode, send notifications of fees withheld by the Bank by sending a message to the Customer's email address (if fee is charged as per scheme 1).

3.2. The Bank has the right to:

3.2.1. withhold a fee from the Customer and (or) from the payer for the services provided under the Agreement, in accordance with the current tariffs of the Bank/tariffs specified in the Terms and Conditions;

3.2.2. on the basis of a written request from the Customer, connect an additional channel for receiving payments to the Customer: through the Bank outlets or through the network of self-service devices of the Bank (additional channel for receiving payments).

After considering the Customer's request, the Bank sends the Customer a notice of consent for connection indicating the date of connection or notification of refusal. The corresponding request of the Customer and the response notification of the Bank's consent are recognized as an integral part of the Agreement and are a sufficient basis for connecting an additional payment channel, while the Agreement is considered to be duly amended.

From the date of the connection by the Bank of the additional channel for receiving payments established in the notification of the Bank, the terms of the Agreement applicable to the additional channel for receiving payments (through the Bank outlets/through the network of self-service devices of the Bank) are brought into force, while no supplementary agreement to the Agreement is concluded;

3.2.3. upon expiration of 1 (one) reporting year from the date of the Agreement (if the Agreement was extended), and if the Agreement was extended, then from the date of prolongation of the Agreement, revise the size of the fee paid by the Customer in cases of inconsistency with its actual average monthly volumes of payments accepted in favor of the Customer by prior agreement of the Parties;

3.2.4. require the Customer (its representative) to provide information and documents necessary for proper verification and identification of the Customer (its representative), identify beneficial owner, and provide information of tax residency, type of activity and source of financing of transactions made, transaction documents;

3.2.5. in the manner prescribed by the legislation of the Republic of Kazakhstan, require the Customer to provide documents and information stipulated by the currency and other legislation of the Republic of Kazakhstan,

in order to verify the compliance of the legislation of the Republic of Kazakhstan with payment acceptance transactions;

3.2.6. refuse the Customer to make transactions on a bank account and (or) suspend the Customer's transactions in cases stipulated by the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan", the Law of the Republic of Kazakhstan "On Payments and Payment Systems, the legislation of the Republic of Kazakhstan on combating legalization (laundering) of proceeds from crime and financing of terrorism;

3.2.7. not to transfer money in accordance with the Agreement to the Customer's Account in case of violation by the Customer of the requirements established by clause 7.7 of the Agreement;

3.2.8. terminate business relations with the Customer by unilateral refusal to execute the Agreement in the following cases:

the occurrence in the process of studying Customer transactions, suspicions that business relationship is used by the Customer for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;

repeated refusals to make transactions on a bank account or suspension of transactions on the Customer's bank accounts;

the existence of sanctions against the Customer and (or) its affiliates imposed in accordance with the jurisdiction of any country (for example, OFAC) or an international organization (including but not limited to the FATF and the UN);

impossibility of taking due diligence measures provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank;

other cases stipulated by the Bank's internal procedures on countering the legalization (laundering) of proceeds from crime or the financing of terrorism;

no payments within 1 reporting year by sending a 30 (thirty) calendar day notice;

3.2.9. suspend the fulfillment of obligations under the Agreement if there are reasonable assumptions about possible facts of fraud or other illegal activities of the Customer related to the use of information systems and/or the implementation of prohibited services until the dispute is found/resolved. Such suspension, aimed at protecting the rights and interests of the Parties, is not a violation of the Agreement and cannot serve as a basis for the application of property sanctions and other negative consequences for the Bank. In case of suspension of the fulfillment of obligations, the Bank is obliged to send a notification to the Customer to that end;

3.2.10. issue an invoice to the Customer for fines and losses incurred by the Bank caused by the Customer's violation of the IPS Rules and/or the requirements of the legislation of the Republic of Kazakhstan;

3.2.11. if, when paying for services by means of payment cards, according to the concluded Agreement with the Customer, and if the requisites for reimbursement are provided incorrectly, the transaction amount is unclaimed by the Customer and the payer does not apply for it, write off such amount and recognize as income upon expiry of 180 (one hundred and eighty) days from the date of its formation;

3.2.12. notify the Customer of all changes, including about new wording of, amendments to the Agreement, no later than 10 (ten) calendar days before the date on which such changes, amendments become effective by posting information on the Bank's website at www.halykbank.kz. After such notification and if the Customer does not agree with the changes, amendments, the Customer must notify the Bank in writing no later than the effective date of the changes, amendments for the Bank to consider the possibility of changing the terms of cooperation. In addition, the Customer has the right to withdraw from the Agreement by sending the Bank a corresponding written notification of repudiation of the Agreement within the same period.

If the Customer fails to submit objections and/or a written notice of repudiation of the Agreement due to the changes, amendments before the effective date of the changes, amendments set by the Bank, or submission of objections by the Customer after the date specified by the Bank, the Agreement shall be effective with the changes, amendments from the date specified by the Bank;

3.2.13. withdraw of the Agreement in the absence of unfulfilled obligations under the Agreement by sending the Customer a corresponding written notice not later than 30 (thirty) calendar days before the Agreement termination date specified by it to be so.

3.3. The Customer shall be obliged to:

3.3.1. when making a payment indicating erroneous data (details) in its payment purpose, perform all actions aimed at making corrections and crediting the corresponding amount of payments. In this case, these actions must be carried out at the request of the payers and upon presentation by them of a statement (receipt) on the payment made.

For payments using a payment card, if it is necessary to make a refund to the payer with the participation of the Bank, the Customer officially sends a letter to the Bank indicating the payment details and if funds are sufficient on the Customer's account for the refund;

3.3.2. provide the Bank with information and documents necessary for the Bank to fulfill its obligations stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, including information on beneficial owners;

3.3.3. pay the Bank a fee in accordance with the tariffs specified in the Terms and Conditions;

3.3.4. upon discovery of the fact that Bank fee is charged incorrectly from the Customer, send a notification to the Bank within the day of discovery of such a fact;

3.3.5. at the request of the Bank, provide the Bank with the documents provided for in sub-clauses 3.2.4 and 3.2.5 of the Agreement, as well as documents confirming the fulfillment by the Customer of obligations that Service has been provided in the event that the cardholder initiates a Chargeback.

3.4. The Customer has the right to:

3.4.1. receive information from the Bank on accepted payments on the terms stipulated by the Agreement;

3.4.2. refuse to receive daily notifications of fee withheld by the Bank by sending a response message of removal from sending list (if fee is charged under scheme 1);

3.4.3. demand from the Bank the proper performance of its obligations under the Agreement.

3.5. The procedure for protective actions against unauthorized payments and regulation of issues related to unauthorized payments, the procedure and amount of payments for compensation for damage for an unjustified refusal to execute or improper execution of instructions and other issues are regulated within the framework of a bank account agreement concluded with the Customer/accession agreement on acceptance and transfer of payment for individuals in favor of legal entities, concluded between the Bank and the payers.

3.6. Refunds upon money transfers are made in the following cases:

3.6.1. establishing the fact of unauthorized payment made by money transfer;

3.6.2. execution of an erroneous instruction;

3.6.3. revocation of the Banking license for all banking operations (Article 48-1 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan");

3.6.4. Chargeback.

4. Settlement of Account

4.1. Mutual settlements between the Parties are made in national currency (tenge) in accordance with the terms of the current legislation of the Republic of Kazakhstan and the Agreement (except for payments in Russian rubles, if any such payments are made in the Baikonyr regional branch of the Bank).

5. Chargeback

5.1. If the Bank receives (or initiates, if the Bank is the Issuing Bank) Chargeback, the Bank applies in writing (on paper or in electronic form) to the Customer to provide the Bank with documents confirming the fulfillment of obligations to supply goods or provide services.

5.2. The Customer must submit to the Bank the documents requested in accordance with clause 5.1 of the Agreement within 5 (five) business days after the Bank has sent such request.

5.3. If the Customer does not have the documents required by the Bank in accordance with clauses 5.1, 5.2 of the Agreement, or if they are not submitted within the time period specified in clause 5.2 of the Agreement, or if the Customer agrees with the fact of non-fulfillment or improper fulfillment of its obligations to the cardholder, or if the transaction is indisputably recognized by the IPS as fraudulent and the Bank has been sanctioned respectively by the IPS, the Bank, at its own expense, returns the paid order amount to be returned to the cardholder, and subsequently withholds this amount from the money to be transferred to Customer's Account, based on payments in favor of the Customer. The Customer hereby agrees that Bank will withhold the paid order amount returned by the Bank to the cardholder at the expense of the money to be transferred to the Customer's Account on the basis of payments in favor of the Customer.

5.4. If the Bank, within 1 (one) transaction day from the date the Bank refunded the amount paid for the service in accordance with clause 5.3 of the Agreement, or from the day the Bank refunded the money to the cardholder at the request of the Customer in accordance with clause 5.12 of the Agreement, is unable to withhold the amount paid for the service in the manner provided for in clauses 5.3 and 5.12. of the Agreement, due to the absence of payments in favor of the Customer, or if the amounts of payments in favor of the Customer are insufficient for such withholding, or if the amount of money on the Customer's Account is insufficient to withhold in connection with the execution of third party-instructions to the Customer's Account, the Bank is entitled to:

5.4.1. write off the amount by direct debit from any bank accounts of the Customer opened with the Bank, including from the Customer's Account, on the basis of documents provided for by the legislation of the Republic of Kazakhstan, the Agreement, other concluded agreements and internal documents of the Bank, and/or

5.4.2. issue payment requests to the Customer's bank accounts opened with any other banks and organizations carrying out certain types of banking operations in the Republic of Kazakhstan or abroad. In cases where the legislation of the Republic of Kazakhstan or the relevant foreign state allows issuing payment requests that do not require additional consent of the Customer, the Bank shall attach original or a notarized copy of the Agreement to such payment request, or other documents required for the withdrawal (write-off) of money on the payment request.

The Customer, represented by its authorized persons, hereby provides the Bank with its consent for the Bank to direct debiting Customer's bank accounts opened with the Bank, in the cases, procedure and amounts established by the Agreement.

5.5. Within 1 (one) business day after the expiration of the period specified in clause 5.4 of the Agreement, the Customer makes available on the Customer's Account money sufficient to fulfill its obligations to return to the Bank the amount of the paid order or the amount returned by the Bank to the cardholder in accordance with the instruction of the Customer.

5.6. The crediting of money by the Bank to the Customer's Account on transactions does not mean the final and indisputable recognition of the authorization of such transactions. Such transactions may be recognized as unauthorized in accordance with the legislation of the Republic of Kazakhstan, the Agreement and the IPS Rules. The Customer hereby assumes all risks associated with the possible recognition of the transaction as fraudulent, and undertakes, in the event of receipt (or initiation, if the Bank is the Issuing Bank) of Chargeback by the Bank, to unconditionally return the money transferred from the card-holder's card account as payment for the order or returned by the Bank to the cardholder on the instruction of the Customer.

5.7. The Issuing Bank initiates Chargeback if the Issuing Bank receives a written application from the cardholder, from whose card account the order was paid, about the Customer's improper fulfillment of obligations to supply goods or provide services paid for under the Agreement, or about illegal debiting of money from cards - account of the cardholder in payment for goods or services under the Agreement.

5.8. If, when the Bank withholds/withdraws (debits) amounts in accordance with the procedure established by the Agreement, it turns out that the currency of the amount withheld/withdrawn (debited) from the Customer's bank accounts does not correspond to the currency of the refund amount made by the Bank, the Bank converts the amounts of money subject to withholding/debiting from the Customer's accounts in the currency of the amount returned to the cardholder at the sale/purchase/accounting rate (at the option of the Bank) of any of the indicated currencies established by the Bank on the day of the transaction.

5.9. If the Bank detects transactions, the authorization of which is suspicious to the Bank, the Bank has the right to suspend the crediting of money to the Customer's Account for such transactions. Crediting of money is suspended for the period of transaction authorization investigation, but not more than 180 (one hundred eighty) calendar days from the date of the transaction.

5.10. In the event that IPS recognizes transactions as unauthorized prior to the sanctions stipulated in clause 5.3 of the Agreement are imposed on the Bank by the IPS, the Bank shall have the right to withdraw (write off) the amounts of unauthorized transactions in the manner prescribed by clause 5.4 of the Agreement in order to ensure the fulfillment of the Customer's obligations provided for in clause 5.6 of the Agreement.

The amounts of Transactions debited by the Bank from the Customer's Account in accordance with this clause of the Agreement are accounted for in the Bank's accounts within the timeframe stipulated by the requirements of the IPS to impose sanctions on transactions.

If before the expiration of the timeframe provided for by the IPS Rules for imposing sanctions on transactions such sanctions will have been imposed, the Bank reimburses the IPS for the amount of unauthorized transactions at the expense of funds withheld from the Customer's Account in accordance with this clause of the Agreement, and exercises its other rights and obligations in accordance with the Agreement.

If after the expiration of the timeframe provided for by the IPS Rules for imposing sanctions on transactions such sanctions will not have been imposed on the Bank, or if the IPS recognizes transactions as authorized for which the Bank has made withholding in accordance with this clause of the Agreement, the Bank shall be obliged to return the withheld funds to the Customer's Account or to its other current account.

5.11. If the amount of Chargeback exceeds 1% (one percent) of the Customer's total transaction amount for one month preceding the date when specified percentage has been exceeded, the Bank has the right to suspend the processing of transactions (including crediting of money to the Customer's Account) for up to 180 (one hundred eighty) calendar days.

5.12. If the Bank receives a written instruction from the Customer to return to the cardholder the money debited from its card account in payment for goods or services specified in the Customer's instruction to the card account of the card holder, the Bank shall withhold this amount from the money to be transferred to the Customer's account based on payments in favor of the Customer. The Customer hereby expresses its consent for the Bank to withhold the amount returned by the Bank to the cardholder in accordance with the Customer's instructions, at the expense of the money to be transferred to the Customer's Account on the basis of payments in favor of the Customer. In the absence of funds, the Customer is obliged to ensure the repayment of the refund amount. Refund by the Customer's letter is made by the Bank only under original transaction details.

6. Confidentiality

6.1. The Bank shall ensure the confidentiality of information, including constituting a bank secret, obtained during the conclusion and execution of the Agreement, and shall not allow its disclosure to third parties, except for

cases when the provision of information to third parties without the consent or prior consent of the Customer is provided for by the legislative acts of the Republic of Kazakhstan.

6.2. The Bank may, for disclosure, transfer of information on a confidential basis to third parties, use the consent provided by the Customer, its representative to disclose, transfer information, including constituting a bank secret, consent to the collection and processing of personal data.

6.3. The Bank shall not be liable for the consequences of the disclosure by the Customer itself, its representative to third parties of information related to the Customer, its representative, the Agreement, to the performance by the Parties of their obligations under the Agreement, including constituting a bank secret, when receiving services under the Agreement, as well as for the consequences of the disclosure of information by the Customer. All risks associated with the consequences of disclosing the specified information, shall be borne by the Customer itself, its representative.

7. Liability of the Parties and Force Majeure

7.1. In case of untimely transfer of payment amounts in accordance with the terms of the Agreement, the Bank shall pay the Customer a forfeit in the form of fine 0.01% of the untimely transferred amount, but not more than 3 (three) monthly calculation indices.

7.2. The Customer shall be obliged to reimburse the Bank for fines and other losses caused by the Customer's violation of the requirements of the legislation of the Republic of Kazakhstan and/or the IPS Rules, when such a violation resulted in to the application of sanctions against the Bank by the competent authorities and/or the IPS.

7.3. The accrual of the amounts of forfeits under the Agreement and issuing a payment claim is a right, not an obligation of the Parties, and if such claims were not issued by the Parties, then no forfeits are accrued and paid neither.

7.4. The Parties shall not be held liable for partial or complete failure to fulfill obligations if proper performance was impossible due to force majeure circumstances, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, riots, strikes, a decision of any state authority, court, prohibiting the performance of the Agreement, preventing the performance of the Agreement, etc.) that directly influenced the performance by the Bank of the obligations under the Agreement.

7.5. The Bank shall not be responsible for the relationship between the Customer and cardholders. All issues related to the Customer's refund of the amounts of payments made by cardholders are resolved by the Customer independently. The mutual responsibility of the Customer and the cardholder is determined by the agreements concluded between them.

7.6. The Customer shall be responsible for non-payment/non-refund of the amounts payable/refundable to the Bank in accordance with sub-clause 3.3.3 of the Agreement, in the form of a penalty of 0.01% of the unpaid/non-refunded amount for each calendar day of delay (but not more than 5% of the unpaid/non-refunded amount).

7.7. The Customer shall ensure that its activities comply with the requirements established by the legislation of the Republic of Kazakhstan and the Agreement.

8. Personal Data

8.1. The Customer hereby confirms that with regard to the personal data bearers' personal data transferred and to be transferred in the future by the Customer to the Bank and (or) organizations belonging to the Halyk Group (the Bank and its subsidiaries (hereinafter referred to as the "Organizations")) under the Agreement, supplementary agreements to the Agreement, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank and (or) Organizations, it becomes necessary to collect and process personal data, the Customer has previously obtained consent from the personal data bearers to collect and process personal data, cross-border transfer of their personal data, incl. according to sub-clause 1) clause 3 of Article 16 of the Law "On personal data and their protection", transfer of personal data to a third party, including the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations.

8.2. If necessary, which is determined by the Bank and (or) Organizations, the Customer provides the Bank and (or) Organizations with documentary evidence of the existence of consents collected by the Customer from personal data bearers to the collection and processing of personal data, cross-border transfer of their personal data, transfer of personal data to the third party, including to the Bank and (or) Organizations, processing by the Bank and (or) Organizations of personal data, and if it is impossible to document the existence of consent, collect such consents, and then confirm to the Bank and (or) Organizations that they are obtained.

8.3. The Customer shall be responsible for the lack of consents to the collection and processing of personal data, transfer of personal data to the third party, including the Bank and (or) Organizations, personal data processing by the Bank and (or) Organizations. If any measures are applied to the Bank and (or) Organizations for violation of the legislation of the Republic of Kazakhstan on personal data, the Customer undertakes to reimburse the Bank and

(or) Organizations for any expenses and losses incurred by the Bank and (or) Organizations, at the request of the Bank and (or) Organizations.

8.4. Hereby, in accordance with the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 "On personal data and their protection", the person signing the Agreement (hereinafter also referred to as the "Bearer") on behalf of the Customer provides the Bank with consent to the Bank's collection and processing of the personal data of the Bearer with the purpose of concluding with the Bank and execution of the Agreement, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect and process such personal data.

The Bank shall collect and process personal data in ways that do not contradict the legislation of the Republic of Kazakhstan.

9. Dispute Settlement

9.1. Any disagreements and disputes arising in connection with the conclusion, execution of the Agreement shall be settled by the Parties through negotiations.

9.2. Claims sent by the Parties to each other shall be drawn up and sent in writing. The Bank considers the Customer's claims in the manner and terms established by the internal documents of the Bank, as well as in accordance with the legislation of the Republic of Kazakhstan.

9.3. All disputes for which no agreement has been reached shall be subject to resolution in the courts of the Republic of Kazakhstan in the manner established by the legislation of the Republic of Kazakhstan.

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

9.5. Mutual claims on settlements between the Customer and the payers shall be considered directly by themselves, without the participation of the Bank.

10. Validity Period

10.1. The Agreement shall be effective from the date of technical implementation agreed with the Customer in accordance with sub-clause 3.1.4 of the Agreement, except for the cases provided for in clause 10.2 of the Agreement, and shall be valid for 12 (twelve) months from the date of its entry into force. The Agreement shall be deemed to have been extended for every subsequent 12 (twelve) months if neither Party receives a 30 (thirty) calendar days written notice of its desire to terminate the Agreement.

10.2. The provisions of the Agreement/Terms and Conditions governing the relations of the Parties in terms of connection and operation of the additional channel for accepting payments shall enter into force subject to the actions provided for in sub-clause 3.2.2 of the Agreement, as from the date of connecting additional channel for accepting payments and shall be valid during the term of the Agreement, including when the Agreement is prolonged.

10.3. The Customer has the right to withdraw from the Agreement in the absence of unfulfilled obligations under the Agreement by sending the Bank:

10.3.1. a corresponding 30 (thirty) calendar day written notice before the Agreement termination date determined by it;

10.3.2. a corresponding written notice prior to the date when changes and (or) amendments to the Agreement made by the Bank in accordance with the procedure established by sub-clause 3.2.12, clause 10.4 of the Agreement will be applied.

10.4. If there is a notification from the Bank of changes and (or) amendments to the Agreement, the Customer has the right to refuse to execute the Agreement before the date from which the changes and (or) amendments to the Agreement will be applied. If, within a period after the Bank notifies of changes and (or) amendments to the Agreement and before the date from which such changes and (or) amendments will be effective (applied), the Customer does not refuse to execute the Agreement due to disagreement with the changes and (or) amendments, then after this period the Agreement shall remain in effect as amended, and the changes and (or) amendments shall be deemed to have been accepted by the Customer by agreement of the Parties.

10.5. The Agreement shall terminate after final mutual settlements between the Parties are made.

11. Final Provisions

11.1. The paper notices shall be deemed to have been received by the other Party if they are delivered to it against receipt or sent by registered mail to the address specified in the Terms and Conditions (if there is a postal receipt).

11.2. The Parties have agreed that the transfer of rights and obligations under the Agreement is allowed only with the written consent of the other Party.

11.3. Upon reorganization of one of the Parties, all rights and the obligations of this Party under the Agreement shall be transferred to the successor.

11.4. Any changes and amendments to the Agreement shall be effective upon expiration of 10 (ten) calendar days from the date when the Bank notifies the Customer in the manner established by the Agreement or from the date stated in such notification.

11.5. In any matter not covered by the terms of the Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

Terms and conditions for the service of receipt and transfer of payments

No.	General terms and conditions		
	Customer details		
1	Full name in Russian language		
2	Full name in the state language		
3	Full name in English language		
4	Abbreviated name in Russian language		
5	Abbreviated name in the state language		
6	Abbreviated name in English language		
7	Account number (s) (IIC)		
8	BIN		
9	BIC		
10	Payment purpose code with indication of the service type (s)		
11	Economy sector		
12	Channel and mode of payment acceptance	☐ at outlets (cash offices)	☐ Next day payment ☐ Same day payment
		☐ via payment terminals	☐ Next day payment ☐ Same day payment
		☐ via online banking for individuals (Halyk Homebank)	☐ Next day payment ☐ Same day payment (if technically feasible)
13	Money transfer mode ¹	☐ next day	
		☐ same day	
14	Payment parameters required to be entered in ABIS interface in the Bank	(e.g.: full name, IIN, address, etc.)	
15	Form of payment document (receipt) ¹	☐ as per the Customer's form	
		☐ as per the Bank's form	
16	Customer interaction mode ¹	☐ offline	
		☐ online (according to the technical documentation - Annex 2 to the Agreement for Receipt and Transfer of Payments)	
	Transfer of accepted payment registers		
17	For of registers:		
	☐ at outlets (cash offices)	[Excel] [txt] [other]	
	☐ via payment terminals	[Excel] [txt] [other]	
	☐ via online banking for individuals (Halyk Homebank))	[Excel] [txt] [other]	
18	Method of transfer of registers ¹ , daily, on the next business day, after payment acceptance:		

	☐ to e-mail address of the Customer	<i>e-mail address of the Customer</i>
	☐ on electronic media (memory card) when contacting the Bank at the address	<i>postal address of the Bank</i>
	Tariffs	
19	Fee scheme ¹ :	
	Scheme 1	☐ to be charged to a payer (for receipt processing) as per the Bank's tariffs ²
		☐ to be charged to the Customer ³ (for transfer) at _____% of the total payments accepted (next day payment)
		☐ to be charged to the Customer (to be charged to the Customer) at _____% of each payment (same day payment)
	Scheme 2	☐ to be charged to a payer (for transfer) as per the Bank's tariffs (for receipt)
20	Details and signature of the Parties	
	Bank	Customer

¹ Select one of the options.

² The tariffs are available on the Bank's corporate website www.halykbank.kz.

³ Select one of the options of fee charging, depending on the money transfer mode.

**Web Service Description
(for Customer with online interaction mode)**