

Merchant Acquiring Accession Agreement

This Merchant Acquiring Accession Agreement form is a standard (typical) form. The terms hereof are defined in a standard form and can be accepted by Merchant (hereinafter referred to as the “Merchant”) only by signing the relevant application. The Merchant Acquiring Accession Agreement is an Agreement of Accession made in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan and internal documents of the Bank. In this case, the relevant application and the Merchant Acquiring Accession Agreement shall be deemed to be a single document.

The Merchant joins the Merchant Acquiring Accession Agreement by signing the relevant application in the form established by the Bank. The Merchant may sign the relevant application with the signature of the Merchant’s representative or by means of a cloud-based EDS, or OTP, or EDS in the web version of the head of the Merchant / representative thereof, which means that the Merchant has read and understood the terms hereof offered by the Bank, including the annexes thereto, and accepts the same solely by joining the Merchant Acquiring Accession Agreement posted at www.halykbank.kz, as a whole.

In the event that the Merchant, along with or after signing the relevant application, signs the Agreement on joint service of the product “Goods on Credit/In Installments” as part of the Halyk installment plan according to Annex 3 hereto (or accedes to the Terms and Conditions of joint service of the product “Goods on Credit/In Installments” as part of the Halyk installment plan according to Annex 3 hereto (hereinafter the “Joint Service Conditions”), and for so doing submits a relevant application to the Bank, and the Bank sends a relevant confirmation to the Merchant, this Agreement will be deemed a combined agreement, which contain the terms and conditions of the Merchant Acquiring Accession Agreement and Service Agreement/Joint Service Conditions during the validity period of the Service Agreement, Joint Service Conditions. The validity period of the Service Agreement/Joint Service Conditions shall not exceed the validity period hereof.

This Merchant Acquiring Accession Agreement is made between Halyk Bank of Kazakhstan Joint Stock Company (hereinafter referred to as the “Bank”) and the Merchant, which has submitted the relevant application to the Bank, and the latter has signed/accepted it.

Article 1. Basic terms used herein:

1.1. **Authorization** – the procedure for obtaining permission from the issuing bank to make a transaction confirming the right of the payment cardholder to make a payment. Authorizations can be successful or unsuccessful, depending on the Authorization code and / or response message displayed on the POS terminal/in HalykPOS app or in the mobile application of the Cardholder. Successful Authorization means authorization of the issuing bank to make a transaction:

upon successful Authorization of the transaction made via the POS terminal connected to the processing center of the Bank through authorized communication lines, an e-receipt is generated. The receipt can be sent to the payment card holder’s cell phone or e-mail;

upon successful authorization of the transaction made via QR-payment, an SMS-message and/or Push-notification about the transaction shall be sent to the mobile device of the Merchant;

upon successful authorization through HalykPOS app, an e-receipt is generated in the app, the receipt is not printed out and is sent to the Cardholder’s e-mail and/or mobile phone number.

1.2. **Banking day** – a day on which banks of the Republic of Kazakhstan are open for banking operations in accordance with the requirements of the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank, corresponds to the days of the week, except Saturdays, Sundays and public holidays;

Meanwhile, the Bank carries out Transaction Authorization on a daily basis, regardless of Saturdays, Sundays and public holidays.

1.3. **Batch** (reconciliation of total figures / closing of the day) – a financial report for the current shift (cycle), containing documents on Transactions made on the Equipment.

1.4. **Contactless Card** – a card that allows to make payments in a contactless way using the wireless technology that does not require physical contact between the payment card and electronic terminals or other devices at the time of the transaction.

1.5. **Cardholder or Holder** – a person in whose name the Card is issued by the Issuing Bank. The holder of a corporate payment card is an authorized representative of a legal entity or a sole proprietor - the owner of a bank account, a sole proprietor.

1.6. **Card or payment card or plastic card** – a means of access to money via electronic terminals or other devices, which contains information that allows the payment cardholder to make payments, receive cash and perform other transactions determined by the issuer of the payment card and on its terms. The Card is valid until the end of the month and year indicated thereon. Transactions on expired cards and cards that have not yet activated are not processed. The cards include both payment cards of individuals and corporate payment cards.

1.7. **Halyk Light Installment Card or Halyk Light Card** – a card with a credit limit for paying for purchases at Sub-Merchant (sub-merchant of the Merchant) included in the Bank's partner network, in which the amount of the purchase is divided into a certain number of equal installments with monthly repayment. The buyer selects the terms of the installment plan at a POS terminal at the time of making purchase at the Sub-Merchant.

1.8. **Authorization Code** – a digital or alphanumeric code assigned by the Issuing Bank to each Transaction in order to provide a response to the Sub-Merchant authorization request.

1.9. **Computer media** – electronic information recorded on the magnetic-optical media of devices (computers, terminals, etc.) that ensure the operation of the Bank's software. Access to computer media is limited. The specified media are controlled by the database administrators who maintain the access protocol and cannot be corrected.

1.10. **International payment system (hereinafter referred to as the "System" or "payment system" or "IntPS")** – a system for exchange of Transactions and mutual settlements between the parties – members of the International Banking Payment Association acting under a single trademark.

1.11. International economic sanctions - coercive measures of political, diplomatic or economic nature imposed by an international organization, the government of a foreign state or an authorized state body of a foreign state and providing for a partial or complete ban on trade, financial and other transactions/payments/transfers with individuals or legal entities, the state/territory and/or its residents subject to sanctions.

1.12. **Equipment** – an electronic terminal installed at Sub-Merchant – POS terminal, incl. GSM-POS terminal complete with a SIM-card, Halyk POS terminal installed on the Merchant's smartphone, smartphone provided by the Bank with installed Halyk POS application or Halyk QR connected via Onlinebank, which allows to perform a Transaction by reading information from the magnetic stripe or microprocessor placed on the Card, or by reading the digital code (QR) by the cardholder/account holder's mobile application. In case of successful Authorization, POS terminal (GSM-POS terminal) prints out a Receipt for the Transaction carried out using such Card or displays an e-receipt on the screen, which can be sent to the phone number electronically upon request. In performing a Transaction via Halyk POS/Halyk QR - the Receipt is sent electronically to the Cardholder/account holder's e-mail and/or a mobile device in a form of short text and multimedia messages upon request.

1.13. **OTP (One Time Password)** – a unique sequence of electronic digital characters sent by the Bank to the trusted number of the applicant and intended for one-time use when the Merchant submits a relevant application to join the Agreement.

1.14. **PIN code** – personal identification number, secret digital code designed to identify the holder of a payment card used in electronic devices.

1.15. **Merchant** – a legal entity or individual engaged in entrepreneurial activity without establishing a legal entity (sole proprietor), accepting Cards to make cashless payments for the goods and / or services and works supplied.

1.16. **Service company** – a legal entity that has entered into an agreement with the Bank and rendering technical and service support of Equipment installed at the Merchant.

1.17. Doubtful transaction with bonuses ("doubtful transaction") – a transaction performed by a customer with a partner in respect whereof the Bank suspects that the transaction performed between the partner and the customer is fictitious.

1.18. **Daily Limit** – the limit on Transactions determined by the Bank at its own discretion. If the total amount of Transactions, for which Merchant sends Authorization request to the Bank in accordance herewith, exceeds the Daily Limit on any individual calendar day, the Bank denies Authorization for such Transactions and the specified Transactions are not performed.

1.19. **IPS** – an instant payment system in the Republic of Kazakhstan.

1.20. **PCI DSS (Payment Card Industry Data Security Standard)** – data security standard for the payment card industry represented by a set of 12 detailed requirements for security of cardholder data that are transferred, stored and processed in the information infrastructures of organizations.

PCI DSS compliance verification methods:

- external QSA audit (English) performed by a PCI QSA company at the facility of the audited entity;
- completing a self-assessment questionnaire (SAQ).

The verification method or a combination of methods is selected depending on the level of Merchant's certification.

1.21. **Transaction** – an operation carried out by Card or QR code to purchase goods / services or obtain information on the Cardholder's card account, which results in debit or credit of/to the Cardholder's card account.

1.22. **Financial claim (chargeback)** – refund or claim payment: the procedure for disputing Transactions by the issuing bank.

1.23. **Financial Number** – a mobile (cellular) phone number provided by the Merchant to the Bank by means determined by the Bank independently, and fixed in the systems of the Bank and used for money transfers to the bank account of the Merchant.

1.24. **Fraud** – fraudulent or other actions with Cards or their details classified by the payment system or a member of the payment system as fraudulent, carried out at the Merchant including its branches (Card service points), and otherwise where the Bank is the issuer of Payment Cards.

1.25. **Receipt** – a special duly executed document to be executed in hard or soft copy, sent to the Cardholder's e-mail address and/or mobile telephone number, confirming that the Cardholder has carried out a Card Transaction at the Equipment, and containing the following mandatory details:

- 1) Check number, date, month and year of issue;
- 2) Sub-Merchant full name (code) and address;
- 3) Card details (Card number, Cardholder name and surname, Card validity period);
- 4) Transaction amount;
- 5) Transaction currency;
- 6) Authorization Code;
- 7) Cardholder signature (for magnetic stripe-based transactions);
- 8) Sub-Merchant employee signature (only on the cancellation receipt on paper).

1.26. **Issuer** (Issuing Bank) – a bank, national postal operator that issues Cards.

1.27. **Electronic Digital Signature (EDS)** – a set of electronic digital characters created by means of electronic digital signature and confirming the authenticity of an electronic document, who it belongs to and the invariability of its content.

The following EDS may be used to sign the application (for the Merchant connecting POS terminal through Onlinebank:

- cloud-based EDS (electronic digital signature of an individual (authorized representative of the Merchant) generated in the Certex Cloud data storage system after registration through the Bank's certification center, and confirming the authenticity of the electronic document signed therewith, who it belongs to and the invariability of its content); and

- EDS in the web version of the Head of the Merchant/Representative thereof.

1.28. **HalykPOS** – a payment application to accept cashless payments via an NFC-enabled smartphone.

1.29. **Onlinebank** – the Bank's service system (Onlinebank HALYK system) to allow the Merchant to remotely manage its bank accounts opened with the Bank, interact with the Bank on other transactions and issues by exchanging electronic documents, messages (instructions) between the Merchant and the Bank via the Internet.

1.30. **PIN-PAD** – a device with a keyboard connected to a POS terminal and designed to enter a PIN code.

1.31. **QR Code** – a payment instrument in the form of a two-dimensional image created according EMV standard, containing details for non-cash payments and (or) money transfers.

1.32. **Retrieval Request** – Issuing Bank's request of copies of supporting documents for Transactions.

Article 2. Subject Matter

2.1. This Merchant Acquiring Accession Agreement establishes the conditions and procedure for the Parties to jointly provide services on Cards of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB and MIR (cards of this system may be operated in the absence of restrictions, prohibitions or within the limitations established therefore) payment systems and to conduct settlements associated with such services.

2.2. In case the Bank and the Merchant sign a Service Agreement according to Annex 3 hereto or the Merchant accedes to the Joint Service Conditions according to Annex 3 hereto, the Service Agreement / Joint Service Conditions shall regulate the terms and procedure for servicing by the Parties of the product “Goods on Credit/In Installments” (including the use of terms, execution and transactions procedure, commission of the Bank, commission fee change, mutual settlement procedure, cancellation procedure, refund procedure, etc.). However, some service terms and conditions may be regulated by this Agreement and/or in other contracts.

2.3. The procedure for using and servicing the Card is governed by the Payment Card Issuing and Servicing Accession Agreement, the current legislation of the Republic of Kazakhstan, the rules of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB and MIR systems, the Bank documents, including Instructions, this Merchant Acquiring Accession Agreement, its annexes.

2.4. In accordance with the Agreement, the Bank charges the fee when Cardholders carry out Card transactions through the Equipment installed at the Merchant in accordance with the Accession Agreement.

2.5. Transactions are carried out with the use of the Equipment (including the payment application or QR Code/Halyk QR, Face Pay or other means for reading the Cardholder’s biometric data) provided by the Bank or equipment purchased by the Merchant based on the Bank’s recommendations.

2.6. The Parties have agreed hereunder that the Merchant, subject to the technical capability of the POS terminal, shall also accept and service contactless payment Cards in accordance with the terms hereof and the terms specified in the relevant Instruction.

2.7. The Bank’s tariffs (fee amounts) are available on the Bank’s website at: www.halykbank.kz and/or can be specified in the relevant notice in the form approved by the Bank, the Service Agreement (if signed) or the Joint Service Conditions (if acceded).

2.8. If the Merchant intends to accept Cards not specified in the relevant application of the Merchant (except for MIR Cards, acceptance of payments via Halyk QR and IPS, subject to the Bank’s consent, the bank shall send to the merchant a notice in the established form, which specifies the relevant types of Cards. The Bank’s fees on Transactions carried out with a certain type of Cards/ HalykQR/ IPS are available at the Bank’s website: www.halykbank.kz and/or specified in the Bank’s notice. The timing of money transfer to the Merchant under such Transactions shall be specified in the Bank’s notice. Proceeds from the Transactions carried out with the use of such Cards, Halyk QR and IPS, as specified in the Bank’s notice, shall be credited to the Merchant bank account set forth in the relevant application.

2.9. The ability of the Merchant and the Bank to service MIR Cardholders and by the use of Halyk QR and IPS shall be set by the Bank at the Equipment or separately placed Halyk QR by default (unless the relevant application provides that the Merchant shall accept MIR Cards and payments via Halyk QR and IPS). The Bank’s fees for MIR Card Transactions and the timing of money transfer to the Merchant under such Transactions shall be consistent with the Bank’s fees and the timing of money transfer to the Merchant established for Union Pay International Cards issued by other banks. The amount of the Bank’s fee for Transactions with the use of Halyk QR on the Bank’s cards and IPS (cards, accounts, wallets) can be found on the Bank’s website: www.halykbank.kz and/or in the Bank’s notice. This clause of the Agreement shall extend to the relationship of the Parties until the Bank sends a notice to the Merchant.

This clause does not apply to the relations of the Parties where the Merchant accepts MIR Cards or payments with Halyk QR and IPS under the relevant application/Bank’s notice.

Article 3. Registration of Transactions and Mutual Settlements between the Parties

3.1. Mutual settlements between the Parties are made in the national currency of the Republic of Kazakhstan and Russian rubles (only in a certain region – Baikonur). At the same time, if the purchase of goods, works and services by the Cardholder from the Merchant is a foreign currency transaction, it shall be carried out in accordance with the currency legislation of the Republic of Kazakhstan.

3.2. Based on e-data received on any transaction of the Cardholder servicing at the Merchant with the use of the Equipment, the Bank shall transfer money to the Merchant bank account.

Money shall be transferred by the Bank under the completed Card Transactions in line with the relevant application, Bank's notice.

Money under transactions carried out at joint service of the product "Goods on Credit/In Installments" shall be transferred in line with the Service Agreement or the Joint Service Conditions.

3.3. In case of return of the goods purchased from the Merchant using the Card (or refusal of prepaid services using the Card), the Merchant shall carry out the "return of purchase" operation at the Equipment in accordance with the relevant Instruction. If, for technical reasons, it is impossible to do so, the Merchant shall, within 2 (two) business days from the date of the error detection, request the Bank to reverse the operation. In this case, the Merchant shall ensure that the refund amount is settled. The Bank shall make refunds based on the Merchant letter according to the original details of the Transaction.

3.4. A failure by the Bank to receive the Merchant's claims for the Transaction or mutual settlements thereon within 10 (ten) Banking Days from the date of the Transaction shall be deemed a confirmation of the Merchant's receipt of the payment for this Transaction.

3.5. The procedure for execution and carrying out of transaction, settlements of the Parties when servicing the product "Goods on Credit/In Installments" shall be regulated by the Service Agreement or the Joint Service Conditions. However, individual service terms and conditions may be also regulated herein.

Article 4. The Bank shall be obliged to:

4.1. Carry out current or extraordinary (at Merchant's request) training of Merchant staff as to the procedure for conducting and processing Transactions and guidance, including at the workplace.

4.2. Provide Merchant with the necessary advertising and information materials and Instructions.

4.3. Transfer money, in line with the terms of the Agreement, to the Merchant's bank account to pay for goods/services sold by the Merchant.

4.4. Ensure round-the-clock functioning of systems and subdivisions intended for authorization of directly controlled transactions and take all possible measures to restore service in the event of its suspension for reasons beyond the Bank's control.

4.5. If the Equipment is provided by the Bank:

- Provide the Merchant with the Equipment and PIN-PAD (if necessary) in good condition;
- Install and connect Equipment at Merchant at the workplace, provide operation manuals, maintenance service;
- In case of any failure of Equipment through no fault of the Merchant, carry out repairs without extra payment of the Merchant;
- Review the Merchant requests for set up, repair (replacement) of out-of-order Equipment, allocating additional units of Equipment.

4.6. Where the Merchant purchases Equipment as recommended by the Bank, install and connect Equipment at the Merchant at the workplace and provide Operation Manuals.

4.7. Repair the Equipment in case of its failure.

4.8. When the Bank introduces amendments to the Agreement, including cases provided for in the Service Agreement (if executed), to the Joint Service Conditions (upon accession thereto), to the tariffs for merchant acquiring and the product "Goods on Credit/in Installments" including in the following cases: (a) if, upon subsequent amendments to the Agreement, the Bank provides for new services to be paid by the Merchant as per the tariffs (new tariffs), (b) and subsequently, when such tariffs are amended), inform the Merchant about such amendments, additions in the manner prescribed herein. The informing shall be made by posting on the Bank's website at www.halykbank.kz no later than 10 (ten) business days prior to the date of enactment of the resolution of the Bank's body that introduced amendments, additions:

- amendments, additions to the Agreement by publishing the restated version of the Agreement/the Agreement with amendments, additions;
- tariffs by publishing the respective new tariffs/restated tariffs/amended tariffs.

In cases when the Bank changes the amount of daily limit, term of money transfer under the Transactions made with the Cards, tariffs provided in the application for connection of the Merchant to accept non-cash payments via POS terminal provided by the Bank, and the Bank's confirmation, the Bank shall send a notice to the Merchant. The notice shall specify the effective date thereof. If the effective date

is indicated in the notice, the term of enactment of the resolution of the Bank body that introduced amendments, additions provided for in part one of this clause shall be taken into account.

After the notice(s) provided for in this clause and in case the Merchant does not agree with the amendments, additions, the Merchant shall notify the Bank thereof in writing not later than on the date of the amendments, additions enter into force. The Merchant shall also be entitled to repudiate the Agreement by sending a written notice of termination of the Agreement to the Bank within the same term. The Merchant shall also be entitled to give the Bank a written notice of agreement with the amendments and additions in writing not later than on the date when the amendments and additions come into effect.

If the Merchant does not submit any objections in the form of a written notice of termination of the Agreement in relation to amendments, additions to the Agreement prior to the date specified by the Bank for putting amendments, additions into effect, or if the Merchant submits objections after the date specified by the Bank for putting amendments, additions into effect, the Agreement and tariffs shall be in force from the date specified by the Bank taking into account the amendments, additions.

In case the Merchant submits objections in the form of a written notice before the date of enactment of amendments, additions, the Bank and the Merchant shall resolve the issue through negotiations.

4.9. Monitor the fulfillment of the Agreement within its branch network.

Article 5. The Bank shall be entitled to:

5.1. Monitor the compliance of the Merchant's employees with the terms and conditions of this Agreement, its annexes, Instructions.

5.2. Withhold the following amounts from any payments made in favor of the Merchant in accordance with the terms and conditions hereof:

5.2.1. the amount of money recovered from the Bank by the payment systems on unloaded Batch, and if such payments are insufficient to cover the recovered amounts, issue an invoice to the Merchant for the missing amount;

5.2.2. amounts for Transactions made with violation by the Merchant of the rules of shift closing on the Equipment in accordance with the Instructions;

5.2.3. amounts of Transactions, for which the Bank has established fraudulent actions on the part of the Merchant's staff;

5.2.4. amounts of Transactions that have been disputed and/or debited from the Bank's account by the Issuing Bank in accordance with the rules of the Systems;

5.2.5. amounts of sanctions, fines and other losses incurred by the Bank as a result of application of penalties to the Bank in accordance with the System Rules;

5.2.6. amounts of Transactions previously transferred to the bank account of the Merchant, and declared in the databases of the Systems as fraudulent;

5.2.7. amounts of Transactions, which are unauthorized in accordance with the legislation of the Republic of Kazakhstan or made in violation by the Merchant of the terms of this Agreement and Instructions;

5.2.8. amounts erroneously transferred to the bank account of the Merchant;

5.2.9. amounts of Transactions earlier transferred to the bank account of the Merchant, for which the Merchant did not provide copies of receipts or other information related to the Transactions within the terms established by clause 6.12 hereof;

5.2.10. the goods/service were not issued/rendered to the Cardholder or the person who is the recipient of the goods/service on behalf of the Cardholder;

5.2.11. amounts of Transactions earlier transferred to the bank account of the Merchant, if it is established that the following violations were committed during the Transactions:

1) the Transaction has been made in violation of the terms and conditions of this Agreement, the Instructions for the use of the Equipment, and other instructional materials transferred by the Bank to the Merchant hereunder;

2) the Cardholder's signature on the receipt does not correspond to the signature on the Card;

3) the information on the receipt does not correspond to the Card details;

4) copies of receipts (for the Merchant and the Cardholder) do not correspond to the form established by the Bank;

5) the validity period of the Card has not yet come or has already expired on the date of transaction;

6) the receipt was issued under the Transaction, which is unauthorized in accordance with the legislation of the Republic of Kazakhstan, or was made with violation by the Enterprise of the terms of this Agreement and Instructions;

7) the receipt is incomplete, there are corrections or it is impossible to determine the card number, transaction amount, authorization code;

5.2.12. the amount of money in US dollars, euros (at the exchange rate of the National Bank of the Republic of Kazakhstan on the date of payment) for the service of registration in the Merchant System, relating to the category of high risk.

5.3. In case of arrears to the Bank, suspend the transfer of money to the Merchant until full repayment of the debt:

5.3.1. when it is impossible to deduct the amounts specified in clauses 5.2.1 - 5.2.12 of the Agreement from the amounts to be further transferred to the Merchant, the Bank shall have the right to write off money from the bank accounts of the Merchant opened with the Bank by direct debiting thereof, and to issue payment requests to any bank accounts of the Merchant opened with other banks and organizations performing certain types of banking operations;

5.3.2. in cases when in accordance with this Agreement the Bank is entitled to withdraw (write off) money from the bank accounts of the Merchant in cases and in accordance with the procedure stipulated in the Agreement, the Bank shall be entitled at its own discretion to exercise its claim rights to the Merchant also by withholding the amounts payable by the Merchant to the Bank from the amounts of money to be transferred to the bank account of the Merchant.

In cases when in accordance with this Agreement the Bank is entitled to withhold the amounts payable by the Merchant to the Bank from the amounts of money to be transferred to the bank account of the Merchant, the Bank may at its own discretion exercise its rights of claim to the Merchant also by withdrawing (writing off) money from the bank accounts of the Merchant in accordance with the procedure stipulated in the Agreement.

The Bank shall choose any of the methods of exercising its claim rights to the Merchant stipulated hereby at its own discretion, and such choice shall not diminish, exclude or replace the Bank's right to choose another method of exercising its claim rights to the Merchant established by this Agreement or the legislation of the Republic of Kazakhstan;

5.3.3. in case the Bank determines the possibility of occurrence of circumstances stipulated by clauses 6.27, 7.7, 7.8 hereof, create security to cover potential liabilities of the Merchant to the Bank under this Agreement. Such security may be created by transferring appropriate money by the Merchant to the Bank or by exercising by the Bank of the rights stipulated hereby. The need to create the security, its amount and methods of its creation shall be determined by the Bank independently and brought to the notice of the Merchant in an official written notification of the Bank.

5.4. Request receipts, other documents and information on Transactions.

5.5. Not make settlements on transactions that cause suspicion during payment monitoring. Until the risen disputable situation is resolved, the amount due for payment shall be charged to the transit account with the Bank until the circumstances of the disputable situation are clarified.

5.6. Block the amounts of compensation under the acquiring contract in the card system in case of suspicion of fraudulent transactions, and (or) other illegal actions until the resolution of the disputable situation, or for the period provided by the rules of the Systems.

5.7. Block the Equipment in case of suspicion of fraudulent transactions, other illegal actions or rules and policies of the Bank's bonus club.

5.8. Refuse to provide acquiring services in case of confirmation of participation of the Merchant in fraudulent transactions, other illegal actions, violation of rules and policies of the Bank's bonus club.

5.9. With respect to any chargeback, withhold the chargeback amount from the payments due to the Merchant, until the debt is fully repaid. In this case, the Bank is entitled to prohibit the Merchant to conduct a chargeback transaction, if the balance on the Merchant's contract is less than the amount of the chargeback transaction.

5.10. Suspend for a period determined by the Bank / stop Transactions using Equipment in unauthorized / suspicious Transactions or operations carried out by Merchant in violation of the terms hereof and the Instructions. The period of temporary suspension of Transactions using Equipment is determined by the Bank at its own discretion.

5.11. Require that the Merchant provide information and documents necessary for identification of the Enterprise, to identify the beneficial owner, and to provide information on tax residency, type of activities and source of financing of the transactions performed.

5.12. Require that the Merchant provide other information and documents stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and anti-terrorism financing and (or) within the framework of fulfillment of requirements established by international economic sanctions.

5.13. Refuse to establish business relations with the Merchant in case of impossibility to take measures for due diligence provided for by the current legislation and (or) internal documents of the Bank, and in case of suspicion that business relations are used by the Merchant for the purposes of anti-money laundering or terrorism financing, and in violation of the requirements of international economic sanctions;

5.14. In the event that the Bank provides Equipment and where based on the monthly monitoring of trade turnover conducted by the Bank on the transactions carried out using this Equipment, the transactions were less than KZT 500,000 (five hundred thousand) during a period of more than 30 (thirty) calendar days, repudiate this Agreement by giving a prior notice to the Merchant 10 (ten) calendar days prior to the expected termination date.

5.15. Transfer the Merchant's right and functions of Equipment technical support to a third party - the Service Company, including on the basis of recurrent monitoring and / or when Merchant does not meet the requirements for the minimum amount and number of Transactions per month.

5.16. Terminate the service, cancel the Agreement in case of Merchant's failure to perform the terms hereof and / or failure to perform the terms of agreements executed between Merchant and Service Company, if any.

5.17. In the event that the Bank provides Equipment to Merchant:

5.17.1. check Equipment safety, serviceability and the procedure for its use by Merchant;

5.17.2. bill Merchant to reimburse the cost of Equipment repair and / or the cost of Equipment in case of its failure, damage due to the Merchant's fault;

5.17.3. immediately withdraw Equipment provided by the Bank to Merchant in cases of withholding by the Bank the amounts specified in clause 5.2. hereof;

5.17.4. block the smartphone with HalykPOS app installed provided by the Bank, if there are no transactions on the terminal for over a month.

5.18. Refuse to carry out a chargeback (financial claim) if the limitation period is more than 6 (six) months (180 days) from the date of transaction.

5.19. The Bank has the right, in accordance herewith, without any additional consent of Merchant, to make changes to the list of documents required for the provision of services, performance of transactions, if required by the legislation of the Republic of Kazakhstan and / or internal documents of the Bank. The Merchant hereby expresses its consent and undertakes to provide the documents in accordance with the list specified by the Bank.

5.20. Request from Merchant the necessary information for the purpose of clause 2.6. hereof.

5.21. Require that the Merchant properly perform the Merchant Acquiring Accession Agreement.

5.22. Require that the Merchant (its representative) submit information and documents necessary to identify Merchant (its representative), beneficial owner, as well as provide information on tax residency, type of activity and source of financing of transactions, documents related to transactions.

5.23. Refuse or suspend the execution of a transaction or execution of an instruction of the Merchant in cases (which are common to the Agreement, the Service Agreement (if signed by the Parties), the Joint Service Conditions (if acceded), the addendum to the Service Agreement/the Joint Service Conditions (if signed by the Parties)):

- of conducting the transaction of the Cardholder in case of identification of unusual/suspicious transactions aimed at legalization (laundering) of illegally gained income and financing of terrorism, and the transaction subject to or aimed at evading international economic sanctions;

- of conducting the transaction of the Cardholder/Merchant in case the Bank has suspicions that the Bank is used for the purposes of legalization (laundering) of illegally gained income and financing of terrorism, and for the purposes of violation/evasion from the requirements of international economic sanctions;

- suspend execution of debit transactions on the account in case of suspicion that such transactions are performed for the purposes of legalization (laundering) of illegally gained income and terrorism financing, and for the purposes of violation/avoidance of international economic sanctions;

- the Merchant submits instructions and documents that do not comply with the requirements of the current legislation of the Republic of Kazakhstan and/or internal documents of the Bank;
- on other grounds established by the Agreement and/or Service Agreement (if signed by the Parties), the Joint Service Conditions (if acceded), the addendum to the Service Agreement / to the Joint Service Conditions (if signed by the Parties), the legislation of the Republic of Kazakhstan and internal documents of the Bank, or arising therefrom.

In case of refusal, the Bank shall not be liable for losses, damages, which the Merchant has incurred or may incur due to the Bank's refusal to conduct the Transaction/operation, suspension of the Transaction/operation as a result of the Bank's compliance with the requirements of the anti-money laundering and anti-terrorism financing legislation, and the requirements of international economic sanctions.

5.24. Terminate business relations with Merchant by unilateral refusal to execute the Agreement, the Service Agreement (if signed by the Parties), the Joint Service Conditions (if acceded) and (or) the addendum to the Service Agreement / to the Joint Service Conditions (if signed by the Parties) in cases, including, but not limited to:

- existence of sanctions against the Merchant and (or) their affiliates imposed in accordance with the jurisdiction of any country (e.g., USA, EU, UK and others) or international organization (including, but not limited to, FATF, UN and others);
- if the Bank has grounds to believe that the operations of the Merchant/Counterparty of the Merchant, including contracts, fall under or are aimed at evading international economic sanctions;
- stipulated by the Bank's internal documents and procedures on anti-money laundering and combating financing of terrorism;
- required by the Law of the Republic of Kazakhstan "On Payments and Payment Systems" and the AML/CFT Law, other statutory regulations of the Republic of Kazakhstan, internal documents of the Bank;
- a suspicion arises in the process of studying operations and (or) Transactions, operations performed by the Merchant that business relations are used by Merchant for the purpose of legalizing (laundering) criminal proceeds or financing of terrorism;
- there are repeated refusals to conduct Transactions or operations, or suspensions of Transactions or operations of the Merchant by the Bank, including those on its bank accounts;
- suspicions arise in the course of studying operations and (or) Transactions, that business relations are used by the Merchant in order to circumvent international, country-specific economic sanctions.

5.25. The Bank shall have the right to withdraw from the Merchant Acquiring Accession Agreement, if: any of the personal data consents provided to the Bank are revoked, anyone disputes their validity, any of the personal data consents provided to the Bank are invalid, the Bank cannot use personal data of personal data subjects provided to the Bank (including, as a result of destruction, blocking, depersonalization, etc.), the Bank is held liable for violation of the legislation on personal data.

5.26. Provide, upon Merchant's written application, statements on Card Transactions made through open communication channels, if Merchant indicates in its application that the Bank has provided a statement through open communication channels, without indicating the Cardholder's current account number and name. If Merchant requests in the application that the Bank provide a statement via open communication channels, the Bank will not bear any responsibility for non-observance of the confidentiality of the transmitted information when providing a statement.

5.27. Use the Merchant's name (legal and trade), trademark / logo, as well as contact details (phone numbers, addresses, including website addresses) intended for communication with Cardholders in any of its publications and promotion materials, when such use is appropriate, in the opinion of the Bank. By acceding hereto, the Merchant, represented by its authorized persons, gives the Bank an official written consent to use the Merchant's name / trademark / logo / contact details in any of its publications and promotion materials.

5.28. Transfer its rights and/or obligations (in whole or in part) hereunder to a third party without the Merchant's further consent, subject to the Bank's prior written notice to the Merchant at least 15 business days before such transfer. The Merchant hereby unconditionally grants the Bank the right to transfer its rights and / or obligations hereunder to any third party in the manner and under the conditions established by this sub-clause hereof. By acceding hereto, the Merchant, represented by its authorized persons, gives the Bank an official written consent to disclose banking secrets protected by law and

information provided by the parties to each other in relation to the execution of this Merchant Acquiring Accession Agreement to third parties, to whom the Bank transfers its rights and / or obligations in accordance with this sub-clause hereof, as well as to the commercial representative of the Bank under the acquiring commercial representation agreement / banking service and acquiring commercial representation agreement executed with the Bank.

5.29. Change upwards/downwards the size of the Daily Limit, whereon the Bank shall send a relevant notice to the Merchant.

5.30. The Merchant hereby grants the Bank its consent to the Bank's withdrawal of the amounts in cases specified herein, namely the amounts payable by the Merchant to the Bank, the cost of lost Equipment, the amount of penalties, expenses, and the amounts of Transactions carried out by the Merchant employees, who have not been trained on how to carry out operations, the amounts to be debited from the Bank for financial claims of Systems, by direct debiting the Merchant bank accounts opened with the Bank.

5.31. Unilaterally change the term of money transfer under the Transactions made with the Cards. In this case, no addendum or any other agreement is concluded. The Bank shall send a notice to the Merchant about the change of the term of the money transfer.

5.32. Unilaterally disable the authorization server without prior notice to the Merchant and / or refuse to execute the Merchant Acquiring Accession Agreement in accordance with clause 8.3. of the Agreement and other terms hereof, with prior notice of the Merchant, including if one or more of the following events happen:

- the Merchant is in breach of the terms hereof and the Instructions;
- the Merchant carries out activity that may damage the reputation of the Bank and/or is illegal;
- the Merchant provides false information to the Bank;
- Termination of Sub-Merchant operations;
- obtaining negative information about Merchant from the Systems;
- obtaining information about the Merchant's suspicious fraudulent Transactions;
- inconsistency of goods and services offered to Cardholders with Merchant's type of activity specified in the questionnaire;
- if goods and services in the assortment of the Merchant are prohibited by the legislation of the Republic of Kazakhstan;
- Merchant's failure to fulfill the Bank's requirement to keep the minimum balance in the bank account opened with the Bank;
- similar cases.

5.33. If the amount of money is unclaimed by the Merchant under Transactions under the Agreement, write off such unclaimed amount to income after 180 (one hundred and eighty) days.

5.34. Unilaterally amend the Agreement, including the cases set out in the Service Agreement (if signed), the Joint Service Conditions (if acceded), in terms of tariffs for the merchant acquiring and the product "Goods on Credit/In Installments". The Bank shall notify the Merchant of any changes, amendments, supplements according to the procedure specified in the Agreement.

5.35. Transfer or refer the Merchant to third parties to provide the Merchant with consumables, including receipt tapes used in the Equipment provided by the Bank, or to charge a separate fee for the same.

5.36. In cases when the Merchant has accounts receivable towards the Bank under this Agreement concluded through a commercial representative, the fulfillment of the Merchant's obligation to repay the accounts receivable towards the Bank under the Agreement can be imposed on the said commercial representative. In order such obligation to be fulfilled by the commercial representative, the Bank shall be entitled to collect the amount of the receivable by deducting it from the fee payable by the Bank thereto. If the amount of fee is insufficient to repay the debt, the Bank shall be entitled to address the commercial representative with a written request to repay the remaining part of the debt. Clauses 1 and 2 of Article 276 of the Civil Code of the Republic of Kazakhstan shall apply to such an obligation of a commercial representative.

5.37. The Bank shall be entitled to recognize a transaction as doubtful if such transaction in the aggregate contains the following criteria or one of the specified criteria is present:

- prior to the transaction, the Cardholder replenished the card account (by transferring and/or depositing cash to the card account) for an amount close to the amount which may earn the maximum bonus from the Bank;

- the most part of the Merchant's customers makes transactions for the amount equal to the amount which may earn the maximum bonus from the Bank during 2 (two) and more months in a row;
 - earlier, the Cardholder did not receive the maximum bonus from the Bank;
 - the accrued bonus is used within 3 (three) calendar days.
- 5.38. write off previously accrued bonus from the bonus account in case of technical failure and/or erroneously accrued bonus, and/or in case of recognition by the Bank of the customer's operation as doubtful, which the Cardholder gives its unconditional and irrevocable consent to.

Article 6. The Merchant is obliged and entitled to:

- 6.1. Strictly comply with the terms hereof and the Bank's rules regarding the procedure for conducting Card Transactions that were communicated by the Bank to the Merchant.
- 6.2. Fulfill the requirements contained herein, as well as in the materials provided by the Bank when training Merchant employees.
- 6.3. Avoid unjustified refusal of Mastercard Worldwide, VISA International, UnionPay International, American Express, Diners Club International, Discover, JCB and MIR payment systems to accept payment with a valid Card presented by the Cardholder.
- 6.4. When accepting Cards for payment, refrain from any restrictions, conditions or requirements other than those established for other methods of payment for goods / services in the Merchant (for example, overstate the cost of goods / services in order to compensate for the Bank's fees, refuse to provide valid Sub-Merchant discounts, etc.).
- 6.5. Allow to conduct Transactions only for instructed Merchant employees.
- 6.6. Check ultraviolet protection on Cards.
- 6.7. The Merchant undertakes on a daily basis to monitor and unload the Batch (shift closure) on the Equipment in accordance with the Instructions, except where Transactions with Equipment were not made in the Merchant's Sub-Merchant for the past day.
- 6.8. Refrain from transfer the consumables and advertising and promotion materials provided by the Bank to third parties.
- 6.9. Avoid disclosure of the amount of remuneration specified in the application or notice, the Service Agreement (if signed) or the Joint Service Conditions (if acceded), or supplementary agreements to the Service Agreement/Joint Service Conditions thereto, unless the tariffs are specified on the Bank's website at: www.halykbank.kz, and information on the transactions made by the Cardholders without the prior written consent of the Bank.
- 6.10. Keep records of transactions on a daily basis. In the event of a discrepancy between the amounts credited by the Bank and the amounts actually owed to Merchant on transactions, the Merchant undertakes to notify the Bank of such discrepancy within 3 (three) business days from the date of the transaction.
- 6.11. Pay the invoice issued by the Bank in accordance with the terms hereof within 3 (three) business days from the date of receipt.
- 6.12. Keep confidential the duplicates and copies of checks, as well as other information related to the Card transactions within 210 (two hundred ten) calendar days and provide them to the Bank within 3 (three) banking days of receipt of a written or e-mail request.
- 6.13. Strictly adhere to all the Bank's recommendations on placing at the points of sale of goods and / or services of logo stickers of payment systems, which cards are accepted by the Merchant.
- 6.14. Recognize as a document all dispute instruments / cycles of the dispute process adopted in the System, such as: retrieval request, chargeback, pre-arbitration, pre-compliance, arbitration, compliance and others; facsimile messages, e-mails addressed to the Bank both by the Systems themselves and by their participants.
- 6.15. If it is impossible to conduct training for new employees by its own forces, immediately notify the Bank of the need to train new employees serving Cardholders.
- 6.16. Provide the Transaction supporting documents within 3 (three) banking days of receipt of a written or e-mail request from the Bank.
- 6.17. 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.
- 6.18. If the Bank provides Equipment to Merchant:

- taking into account the recommendations of the Bank, allocate a place for the Equipment installation, ensure its connection to the power supply network;
- ensure the Equipment safety and integrity;
- prevent mechanical and other damage to the Equipment. Avoid repairing (setting up) the Equipment on your own or with the involvement of third parties;
- transfer the Equipment to the Bank in good condition upon termination of the Merchant Acquiring Accession Agreement in accordance with the terms hereof;
- pay the invoice issued by the Bank within 3 (three) business days in accordance with the terms of sub-clause 5.17.2 of clause 5.17. hereof;
- use the Equipment in accordance with its purpose according to the instruction manual;
- refrain from transferring Equipment to third parties and prevent employees who have not been instructed / trained in the Equipment use from the Equipment operation;
- pay at its own expense the cost of electricity consumed by Equipment. The Bank does not reimburse Merchant for such expenses;
- in case of loss of Equipment and PIN-PAD (if any), the Merchant undertakes to reimburse the original cost of Equipment, which is indicated in the acceptance certificate, according to which the Company accepted the Equipment within 3 (three) business days after the Bank issues the corresponding invoice. The acceptance certificate is drawn up in the form given in Annex 1 hereto;
- to pay a subscription fee to reimburse the cost of the Equipment provided by the Bank, if there are no Transactions thereon for more than one month.

6.19. If Merchant acquires Equipment in accordance with the recommendations provided by the Bank: in the event of Equipment breakdown, immediately contact seller of such Equipment (recommended by the Bank), seller's legal successor, in the manner and on terms prescribed by the contractual relationship between Merchant and Equipment seller.

6.20. In the event that Merchant is in arrears on chargeback to the Bank, the Merchant undertakes to repay the resulting debt within 5 (five) business days. In case of failure to repay the debt, the Bank may exercise the right to be guided by clause 5.3. hereof.

6.21. Refrain from saving in any form / kind the Card details, including but not limited to: the full Card number, security codes and other details that Merchant has known from the Cardholder as a result of the sale of goods / services.

6.22. When accepting payments for goods / services at Halyk POS terminal, ensure there is a mobile phone compatible with Halyk POS terminal (as recommended by the Bank).

6.23. Notify the Bank in writing of all changes in location, legal address, bank details, constituent documents and other information provided by Merchant to the Bank within 3 (three) business days from the date of such changes.

6.24. Refrain from presenting and having claims to the Bank due to the loss of confidentiality of information because of sending statements of Card Transactions through open communication channels.

6.25. If the Cardholder needs to enter a personal identification number (PIN-code), provide the Cardholder with the necessary conditions for the confidential entry of a personal identification number (PIN-code).

6.26. Avoid carrying out Transactions for the purpose of payment for any transactions that may be recognized as disputable, null and void, contrary to the current legislation of the Republic of Kazakhstan, if the Bank has notified Merchant of the inadmissibility of payment for such Card transactions.

6.27. Undoubtedly and unconditionally, reimburse the Bank in the manner prescribed herein, any amount of sanctions for Transactions assigned to the Bank by the Systems made at Merchant. The fact that Bank credits the Merchant bank account for the amounts of Transactions does not imply a 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, this Merchant Acquiring Accession Agreement and the rules of the Systems. All possible risks associated with the recognition of a Transaction made at Merchant as unauthorized shall be borne by Merchant.

6.28. In order to prevent possible losses, notify the Bank in writing within 3 (three) business days about the Merchant liquidation and any decisions / actions of a restrictive nature adopted in relation to Merchant by the authorized bodies, such as:

6.28.1. compulsory reorganization or liquidation of Merchant;

6.28.2. suspension of debt transactions on any Merchant bank accounts by the authorized body;

- 6.28.3. seizure of money and / or other Merchant property by decision of any authorized bodies;
6.28.4. other decisions or actions in accordance with the legislation of the Republic of Kazakhstan.
6.29. To be aware of PCI DSS requirements and ensure Merchant's compliance with such standard.

A description of the programs is available on the website at:
<https://www.pcisecuritystandards.org/merchants/>.

6.30. Submit to the Bank documents confirming Merchant's compliance with the PCI DSS (annual results of certified audits, as well as a participant's questionnaire for compliance with PCI DSS, as per IPS requirements) within 3 business days of receipt of the request.

6.31. If a commercial representative facilitated the execution of this Merchant Acquiring Accession Agreement between the Bank and Merchant, the Merchant hereby grants the Bank the right to transfer to such commercial representative information on the number of Transactions carried out by Merchant in accordance herewith, in the manner prescribed by the Bank's contractual relationship with the commercial representative. The condition provided in this clause hereof is treated as the Merchant's consent to disclose confidential information provided by the legislation of the Republic of Kazakhstan within the framework and on terms specified in this clause hereof.

6.32. If the Merchant fails to sign the Service Agreement (Annex 3 hereto) or to accede to the Joint Service Conditions (Annex 3 hereto) along with signing/sending a relevant application, the Merchant is subsequently entitled to accede to the product "Goods on Credit/In Installments" as part of the Halyk installment plan by signing the Service Agreement with the Bank or acceding to the Joint Service Conditions, by giving a relevant notice to the Bank and obtaining a relevant confirmation from the Bank.

6.33. If the Bank and the Merchant have concluded an agreement on participation in the Bank's Bonus Program, the Bank shall not charge a commission fee from the Merchant in case of a transaction at the expense of bonus.

6.34. The Merchant shall be obliged

- not to sell goods/services prohibited/restricted for distribution by the legislation of the Republic of Kazakhstan and/or the country of the recipient of the goods/services;
- not to carry out operations prohibited by international, country-specific economic sanctions;
- not to act for or on behalf of customers who are subject to international, country-specific economic sanctions;
- not to conduct transactions and/or operations with goods and services restricted by international and country-specific economic sanctions;
- not to conduct transactions and/or transactions with dual-use goods;
- to notify the Bank immediately in case of international, country-specific economic sanctions are applied to it and (or) its affiliates;
- not to act directly/indirectly in favor of counterparties/customers/partners (founders, beneficiaries, subsidiaries, branches, group/conglomerate representative offices, etc. thereof) in respect whereof international, country-specific economic sanctions are imposed;
- to specify the trade name of the business and logo when registering a financial number, and not to use words/phrases which could harm the business reputation of the Bank and/or third parties, in accordance with the legislation of the Republic of Kazakhstan.

6.35. The Merchant is entitled to demand that the Bank fulfil the terms and conditions hereof properly.

Article 7. Financial Claim (Chargeback), Refund to the Cardholder

7.1. In the event that the Bank receives disputed instruments / dispute process cycles adopted in the Systems, such as: retrieval request, chargeback, pre-arbitration, pre-compliance, arbitration, compliance and others, the Bank shall send a written or e-mail request to the Merchant to provide the Bank with supporting documents for the Transaction within the period specified in clause 6.16 hereof.

7.2. If the Merchant does not have the documents required to be submitted to the Bank in accordance with clause 7.1 hereof, or if the Merchant fails to submit such documents within the period specified in clause 6.16 hereof, or if Merchant agrees that it has failed to fulfill or improperly fulfilled its obligations to the Cardholder, or if the Transaction is recognized by the System or its participant as fraudulent, and / or the Bank is sanctioned by the System, the Bank, at its own expense, reimburses the System for the Transaction amount, and subsequently withholds this amount from the amount of payments due to Merchant. The Merchant hereby expresses its consent for the Bank to withhold the amount of the

Transaction from the money to be transferred to the Merchant bank account as part of payments due to Merchant. In the absence of such payments, the Merchant undertakes to replenish the bank account, which is used for payment acceptance, for the amount of the Transaction within 10 (ten) business days of receipt of the relevant request from the Bank (in hard or in electronic form).

The Parties have hereby agreed that disputes initiated for the cards of other Issuing Banks of Kazakhstan shall be considered through negotiations between these Issuing Banks on the one hand and the Bank on the other hand. In the event that it appears impossible to resolve dispute by correspondence / negotiations between the parties, disputes shall be resolved in dispute resolution procedures in accordance with the rules of the Systems prevailing at the time of consideration of disputes, including by putting financial claims (chargeback), and in the absence of the Rules for dispute resolution (for example, with payment Cards of local systems) – in accordance with the Rules of the VISA International System. The Dispute Resolution Rules of the Systems prevailing at the time of consideration of disputes shall be applied to disputes with cards of foreign issuing banks.

7.3. If the Bank receives an instruction to refund the Cardholder for the money debited from his current account in payment for goods or services, the Merchant shall ensure the refund on the same day by performing a transaction on the same day in an amount sufficient for the refund, or by crediting the required amount to the bank account, which is used for payment acceptance. The Merchant hereby agrees that the Bank may withhold the amount returned to the Cardholder from the amount of payments due to Merchant, in accordance with the Merchant instructions.

7.4. If the Bank, within 2 (two) Banking days from the date the Bank has refunded the amount of the Transaction in accordance with clause 7.2 hereof, or from the day the Bank has refunded money to the Cardholder at the Merchant's instruction in accordance with clause 7.3. hereof, will not be able to withhold the amount of the Transaction in the manner provided in clauses 7.2 and 7.3 hereof, if the amount of payments made in favor of Merchant is not sufficient for such withholding, the Bank has the right to withdraw the amount of the Transaction from any Merchant bank accounts opened with the Bank by direct debit.

7.5. The Bank's transfer of money in favor of Merchant under the Transaction does not mean the final and indisputable recognition that such Transactions are authorized. Such Transactions may be recognized as unauthorized in accordance with the legislation of the Republic of Kazakhstan, this Merchant Acquiring Accession Agreement and the rules of the Systems. The Merchant hereby assumes all risks associated with the possible recognition of the Transaction as fraudulent, and undertakes, if the Bank receives Chargeback, to unconditionally refund money transferred from the Cardholder's current account in payment for goods / services or returned by the Bank to the Cardholder at Merchant's instruction.

7.6. The Issuing Bank initiates a chargeback, including if it receives a written application from the Cardholder, from whose current account the Transaction was made, about Merchant's improper performance of its obligations to supply goods and / or provide services paid hereunder, or about illegal debiting the Cardholder's current account in payment for goods and / or services hereunder (except where the issuing bank is the Bank, and the dispute procedure is carried out through negotiations and correspondence with Merchant. In case the disputes are not resolved, they are considered with dispute resolution procedures in accordance with the Rules of the Systems and the current legislation of the Republic of Kazakhstan).

7.7. If the Bank detects Transactions, which authorization raises the Bank's suspicions, the Bank has the right to suspend the transfer of money in favor of Merchant under such Transactions. The money transfer is suspended for the period of investigation into the authorization of the Transactions, but not more than 180 (one hundred and eighty) calendar days from the date of the Transaction. If, prior to the expiration of the investigation into the authorization of Transactions, the Bank receives confirmation from the Systems and / or the Issuing Bank that such Transactions are unauthorized, the Bank has the right not to transfer money under unauthorized Transactions to the Merchant bank account and to refund the Systems or the Issuing Bank.

If, after the expiry of the period of investigation into the authorization of Transactions, the Bank does not receive confirmation from the Systems and / or the Issuing Bank that such Transactions are unauthorized, and / or the System and / or the Issuing Bank recognize that such Transactions are authorized, the Bank undertakes to transfer money to the Merchant bank account.

7.8. If the System recognizes that the Transaction is unauthorized prior to the System imposing sanctions on the Bank, the Bank shall have the right to withdraw the amounts of unauthorized Transactions

by direct debiting the Merchant bank accounts opened with the Bank so that to ensure the execution of the Merchant's obligations specified in clause 7.4. hereof.

The amounts of Transactions debited by the Bank from the Merchant bank accounts in accordance with this clause hereof are kept in the accounts of the Bank within the period provided for imposing sanctions on Transactions by the requirements of the Systems.

If, prior to the expiration of the period stipulated for imposing sanctions on Transactions by the requirements of the Systems, such sanctions are imposed, the Bank shall reimburse the System for the amounts of unauthorized Transactions at the expense of the funds withheld from the Merchant bank accounts in accordance with this clause hereof, and shall exercise its other rights and obligations in accordance herewith.

If, after the expiry of the period stipulated for imposing sanctions on Transactions by the requirements of the Systems, such sanctions are not be imposed on the Bank, or if the issuer / System recognizes that Transactions, for which amounts are withheld by the Bank in accordance with this clause of the Merchant Acquiring Accession Agreement, are authorized, the Bank undertakes to refund the withheld money to the Merchant corresponding bank account.

7.9. The Parties hereby have agreed that all costs, including fines and commissions incurred by the Bank on disputes arising in connection with payment for goods and / or services through Merchant's fault, are borne by the Merchant. The Bank's fee on the disputed transaction is not returned to the Merchant.

7.10. The Merchant shall bear responsibility and risks for payments made with Card details received by telephone / fax / mail, and unconditionally undertakes to refund the Bank for disputable transactions*.

7.11. If the Bank deducts / withholds (debts) the amounts in accordance with the procedure established by this Merchant Acquiring Accession Agreement, it turns out that the currency of the amount deducted/withheld (debited) from the Merchant bank accounts does not correspond to the currency of the refund amount made by the Bank, the Bank shall convert the amounts subject to withholding / debiting from the Merchant bank accounts into the currency of the amount refunded to the Cardholder at the sale / purchase / accounting exchange rate (at the option of the Bank) of any of the indicated currencies set by the Bank prevailing on the day of the transaction.

Article 8. Liability of the Parties

8.1. The Parties are liable for any failure to perform or improper performance of their obligations hereunder in accordance with the current legislation of the Republic of Kazakhstan and the terms hereof.

8.2. The information provided by the Parties to each other in relation to the execution of this Merchant Acquiring Accession Agreement is confidential and cannot be disclosed without the prior written consent of the other Party. The Parties shall be liable for any disclosure of such information in accordance with the current legislation of the Republic of Kazakhstan. The Merchant Acquiring Accession Agreement may prescribe specific methods for the exchange of information and documents by the Parties.

Submission by the Merchant to the Bank of the relevant application for conclusion of this Agreement and its receipt/signing by the Bank shall mean that the Merchant consents to the disclosure of information constituting a trade secret, bank secrecy, personal data (if necessary) to a third party – commercial representative, and the Bank consents to the disclosure of information constituting a trade secret, personal data (if necessary) to a third party – commercial representative in the following case. In case the Merchant incurs accounts receivable by the Bank hereunder, when the Agreement was concluded through the commercial representative, each Party shall have the right to provide the commercial representative, at its request, with the documents or information:

- confirming and substantiating the Bank's claims to the Merchant for repayment of the accounts receivable under the Agreement, including the calculation of the accounts receivable,
- on the repayment by the Merchant of its accounts receivable by the Bank, on the balance of the Merchant's accounts receivable by the Bank.

8.3. The Bank shall not be liable:

8.3.1. for failures in the operation of technical means, software failures, power supply and data transmission systems, which are beyond the Bank's direct control, but which may result in temporary suspension of service;

* takes effect, if the Bank provides Key Entry option.

8.3.2. for disputes and disagreements arising between the Merchant and Cardholders in all cases when such disputes and disagreements do not relate to the subject of this Merchant Acquiring Accession Agreement;

8.3.3. for a delay in payments in the event that such delay is caused by the untimely notification of the Bank about changes in the Merchant bank details;

8.3.4. if the Equipment is provided to the Merchant by the Bank, the Bank shall not bear responsibility for the Equipment defects that were agreed upon the conclusion of the Merchant Acquiring Accession Agreement, or were known to the Merchant in advance, or should have been discovered by the Merchant during the Equipment inspection or check of its serviceability when concluding the Merchant Acquiring Accession Agreement or when transferring the Equipment;

8.3.5. for improper performance of / failure to perform this Merchant Acquiring Accession Agreement, if such improper performance / failure to perform is caused by untimely notification / non-notification by the Merchant of the Equipment failure.

8.3.6. in other cases stipulated by the Agreement, the Service Agreement (if signed by the Parties), the Joint Service Conditions (if acceded), the addendum to the Service Agreement / to the Joint Service Conditions (if signed by the Parties);

8.3.7. for inability to perform Transactions for the reasons specified in clause 5.21 of this Agreement;

8.3.8. the Bank shall not be liable for losses incurred by the Customer as a result of the Bank's compliance with the requirements of anti-money laundering and anti-terrorism financing legislation, and the requirements of international economic sanctions.

8.4. The Bank shall be liable:

8.4.1. if the Equipment is provided to Merchant by the Bank, for the Equipment defects that the Bank deliberately or by gross negligence has not agreed during the transfer of the Equipment, if this has caused damage to the Merchant in the amount of real damage;

8.4.2. for non-performance, improper performance of its obligations hereunder.

8.5. The Merchant shall be liable:

8.5.1. if the actions or inaction of the Merchant employees bring to material damage (harm) to the Bank, the Merchant shall bear responsibility and reimburse the Bank for the damage (harm) caused in the amount indicated in the written claim submitted by the Bank. The amount of damage (harm) may be revised by an agreement signed by the Bank and the Merchant. The Bank and the Merchant in each individual case stipulate the refund procedure – either by debiting amounts due to the Merchant or by payment of the invoice issued by the Bank. The Bank has the right to suspend settlements hereunder until the claim is settled.

At the same time, the measures taken by the Bank do not prevent it from using the Merchant's consent agreed in clause 5.30 hereof for the withdrawal of the Merchant's amounts payable hereunder by direct debiting the Merchant bank accounts opened with the Bank;

8.5.2. for failure to comply with the Instructions and the Fraud, the Merchant shall reimburse the Bank for damage (harm) in the manner prescribed in sub-clause 8.5.1 of this clause, including claims of issuers submitted to the Bank through payment systems, or claims submitted directly to the Bank for reasons of recognizing operations with Issuers' Cards made at Merchant fraudulent;

8.5.3. for failure to comply with clause 6.7 hereof;

8.5.4. for failure to comply with clause 6.10 hereof;

8.5.5. if the Equipment is provided to Merchant by the Bank, the Merchant shall bear responsibility for the Equipment safety and for the damage caused to the Equipment in the amount of actual damage;

8.5.6. for the Merchant's giving the Bank untimely notification of the Equipment failure (including the Equipment disconnection / failure of the equipment telecommunications facilities), including through the fault of the Merchant personnel, in the form of a penalty of 2% of the cost of the Equipment specified in the relevant Equipment Acceptance Certificate;

8.5.7. for Transactions carried out using the Card details received by telephone / fax / postal communication, including Key Entry Transactions, in the amount of such Transactions, as well as any amounts of sanctions on such Transactions assigned to the Bank by the Systems (if any). All possible risks associated with the recognition of such Transactions as unauthorized are borne by the Merchant.

8.5.8. full responsibility (material and other) for losses and damages, which the Bank has incurred or may incur due to non-performance or improper performance of the obligations stipulated in Clause 6.34 hereof;

8.5.9. If the Equipment is provided to the Merchant by the Bank on the basis of an application (for the Merchant, which connects the POS terminal through Onlinebank), the Merchant shall be responsible for the timely provision of information about the termination/change of powers of authorized persons or their subscriber numbers specified in the applications submitted to the Bank.

Article 9. Miscellaneous

9.1. The Merchant hereby certifies that with regard to the personal data of personal data subjects transferred including to be transferred in the future to the Bank and (or) organizations that are part of the Halyk Financial Group (the Bank and its subsidiaries (hereinafter referred to as the “Organizations”)), in order the Bank and (or) Organizations provide banking and other services, conclude with the Bank and fulfill other agreements, as well as otherwise where 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, process personal data, the Merchant has previously received from the personal data subjects consent to the collection and processing of personal data, transfer of personal data to third parties, including the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations.

If necessary, as determined by the Bank and (or) Organizations, the Merchant provides the Bank and (or) Organizations with documentary evidence of the consent given to Merchant by the personal data subjects to collect and process personal data, transfer personal data to third parties, including to the Bank and (or) Organizations, processing by the Bank and (or) Organizations of personal data, and in failure to provide documentary evidence of consent, will collect such consents, and then confirm to the Bank and (or) Organizations the receipt thereof.

Responsibility for the lack of consent to the collection and processing of personal data, transfer of personal data to third parties, including to the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations is assigned to Merchant. If the Bank and (or) Organizations are held liable for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Merchant undertakes to reimburse the Bank and (or) Organizations, at the request of the Bank and (or) Organizations, any costs and losses incurred by the Bank and (or) Organizations.

The Merchant hereby gives its unconditional and irrevocable written consent to the disclosure of the terms of the Merchant Acquiring Accession Agreement concluded with the Bank, the fulfillment by the Parties of their obligations hereunder, as well as any other information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan and related to the Merchant Acquiring Accession Agreement, collection agencies, auditors of the Bank.

9.2. By clicking the Next button, the Merchant represents and certifies that the data specified in the electronic application executed in Onlinebank system for connecting to the Bank’s acquiring system or connecting an additional sales outlet, where the Merchant is already connected to the Bank’s acquiring system, are reliable and complete.

Article 10. Force Majeure

10.1. The Parties may suspend the performance of their obligations hereunder for a period during which they are not able to fulfill such obligations due to the occurrence of force majeure circumstances (“Force Majeure”). In this case, the parties are relieved of responsibility for partial or complete failure to perform their obligations hereunder.

10.2. For the purposes hereof, Force Majeure means any circumstances of force majeure that are beyond the reasonable control of the Parties and which the Party claiming Force Majeure is unable to prevent, overcome or limit, despite all possible efforts, including wars, riots, strikes, fires, explosions, floods, decisions of any state authority prohibiting the performance of this Merchant Acquiring Accession Agreement, other force majeure circumstances, natural disasters, regardless of their location, etc. The Parties agree that Force Majeure does not include circumstances caused by the negligence or willful actions of either Party or its representatives, subsidiaries, contractors, agents, employees or officers.

10.3. In the event of a Force Majeure, a Party whose obligations hereunder happen to be affected by such Force Majeure circumstance must immediately (no later than five days after the occurrence of Force Majeure) notify the other Party in writing and take all possible actions in order to reduce losses or damage

in relation to the other Party and restore its ability to perform obligations hereunder. Failure to notify or late notice deprives the Party of the right to refer to any force majeure circumstance as a ground that exempts from liability for failure to perform obligations hereunder.

10.4. The Force Majeure notice must contain (1) description of Force Majeure circumstances confirmed by the competent organization, (2) a detailed description of its impact on the performance of this Merchant Acquiring Accession Agreement and the expected duration of such circumstances, (3) description of all actions taken by the Party to reduce loss or damage to the other Party and restore the ability to perform obligations hereunder).

10.5. The term for performance of obligations hereunder shall be postponed pro rata to the duration of the Force Majeure circumstances and the consequences caused by these circumstances. If the failure to perform obligations, fully or partially, under this Merchant Acquiring Accession Agreement by the Parties due to the occurrence of Force Majeure circumstances lasts for more than 90 (ninety) calendar days, the Parties have the right to terminate this Merchant Acquiring Accession Agreement. In this case, the Parties agree to make the final settlements within 20 (twenty) calendar days from the date of termination of this Merchant Acquiring Accession Agreement due to the above circumstances.

Article 11. Special conditions

11.1. All disputes and disagreements arising from the execution of this Merchant Acquiring Accession Agreement will be possibly resolved through negotiations between the Parties.

11.2. Disputes not resolved by agreement shall be referred to the courts of the Republic of Kazakhstan in accordance with the current legislation of the Republic of Kazakhstan.

11.3. The Parties agree to accept the data about Transactions on computer media as evidence in the resolution of disputes.

11.4. Written notices are considered received by either Party if delivered against receipt or sent by registered mail to the address of the Party (if there is a postal receipt), unless other method of sending, delivery is provided herein. A written notice sent by registered mail is considered received by the other Party on 4th (fourth) calendar day after sending (as counted from the date of the document issuance by the postal organization when sending). Where method of sending, delivery differs, it is determined based on the method of sending, delivery.

11.5. The Parties agree that the transfer of rights and obligations hereunder shall be solely permitted upon written consent of the other Party, subject to clause 5.26 hereof.

Article 12. Validity, Amendment and Termination

12.1. The Merchant Acquiring Accession Agreement shall become effective upon signing by the Parties of the relevant application / receipt by the Merchant of confirmation of the application submitted by the Merchant and is valid until complete mutual settlements between the Parties, subject to clause 12.5. hereof.

12.2. Either Party has the right to refuse to execute this Merchant Acquiring Accession Agreement by sending the other Party a corresponding written notice 10 (ten) calendar days prior to the date of termination of the Merchant Acquiring Accession Agreement specified in the notice, except where the Bank may terminate business relations with Merchant by unilateral refusal to execute the Merchant Acquiring Accession Agreement in accordance with the terms hereof, and Merchant may terminate the Merchant Acquiring Accession Agreement in accordance with clause 4.8. hereof. Card Transactions hereunder shall be terminated on the day the other Party receives a notice of termination of the Merchant Acquiring Accession Agreement. The Merchant shall return to the Bank the Equipment previously accepted from the Bank within not more than 3 (three) business days of receipt of the Merchant Acquiring Accession Agreement termination notice by the other Party. The Parties must fully complete all settlements and payments hereunder starting from the day the other Party receives a Merchant Acquiring Accession Agreement termination notice and until the date of the Merchant Acquiring Accession Agreement termination specified in the written notice. Upon termination, the Merchant shall return to the Bank the Equipment previously received from the Bank within a period not exceeding 3 (three) business days from the date of termination. Certain conditions, grounds and procedure for terminating the Merchant Acquiring Accession Agreement may be stipulated in other clauses hereof.

12.3. The Bank shall be entitled to unilaterally terminate this Agreement with the Merchant in the following cases: termination of the Enterprise's operations (liquidation, bankruptcy, termination of

operations as an individual entrepreneur or a person engaged in private practice), and the absence of the Equipment provided by the Bank (POS terminal, including GSM POS terminal, including GSM POS terminal with SIM card or Halyk POS terminal installed on the smartphone of the Merchant or a smartphone provided by the Bank with installed Halyk POS application, QR code), if there are no amounts for mutual settlements between the Parties.

12.4. Upon termination of this Merchant Acquiring Accession Agreement, the claims of the Parties to each other on Card Transactions shall be presented in accordance with the current legislation of the Republic of Kazakhstan, as well as the rules of the Systems.

12.5. If the Equipment is provided to Merchant by the Bank, and if the Merchant returns the Equipment in a faulty or incomplete condition, the Merchant Acquiring Accession Agreement shall be terminated only upon completion of mutual settlements and after the Merchant pays invoice issued by the Bank.

12.6. The Merchant Acquiring Accession Agreement is considered terminated after the full completion of mutual settlements between the Parties, but where the Systems present financial claims, the obligations of the Parties regarding the settlement of claims and reimbursement of expenses survive and shall be valid for 180 (one hundred eighty) calendar days after termination hereof.

12.7. Upon reorganization of either Party, all rights and obligations hereunder shall be transferred to its successor.

12.8. Where the Merchant data provided to the Bank change (including the change in the Merchant's, Sub-Merchant's name, bank details, legal and actual address, phone number, working hours), the Merchant notifies the Bank in writing within a period of no more than 3 (three) business days from the date of changes. At the request of the Bank, the Merchant must submit documents confirming the changes.

12.9. Separate terms hereof not regulated by the Merchant Acquiring Accession Agreement may be agreed by the Parties by signing supplementary agreements.

12.10. All documents related hereto shall be drawn up in accordance with the terms hereof, the requirements of the legislation of the Republic of Kazakhstan in the state and / or Russian language.

Article 13. Instructions

Merchant acquiring instructions referred herein are binding on the Merchant.

Instructions include, first of all:

- Instructions to provide services to cardholders;
- Instruction with signs of authenticity, invalidity and / or counterfeiting of cards and identity documents, as well as suspicious behavior of cardholders;
- Instructions on security measures in conducting card transactions;
- POS terminal operating manuals.
- Instructions on joint servicing the product "Goods on Credit/In Installments" are binding on the Merchant.

The Bank provides the merchant acquiring instructions and instructions for the product "Goods on Credit/In Installments" to the Merchant and / or publishes the same, in whole or in parts, on the Bank's website at: www.halykbank.kz.

The Bank may unilaterally make amendments to the Instructions by giving a notice to the Merchant in a way determined by the Bank, providing the amendments or the amended Instructions to the Merchant, or publishing the same at the website above.

Article 14. Annexes to the Merchant Acquiring Accession Agreement

The following Annexes are provided to the Agreement:

14.1. [Acceptance Certificate – Annex 1].³ [Commissioning Certificate – Annex 1];⁴

14.2. Application for payment card transaction report – Annex 2.

14.3. Joint Service Agreement for the product "Goods on Credit/In Installments" as part of the Halyk installment plan and Joint Service Conditions for the product "Goods on Credit/In Installments" as part of the Halyk installment plan – Annex 3.

³ If a POS-terminal is provided by the Bank.

⁴ If a POS-terminal is purchased independently by the Merchant.

The signed annexes, Joint Service Conditions for the product “Goods on Credit/In Installments” acceded to by the Merchant through Onlinebank shall be integral parts hereof.

Annex 1
to the Merchant Acquiring Accession Agreement

process No. _____

**Equipment Acceptance Certificate
and Report on Training and Briefing
in Cardholder Servicing and Authorization Procedure**

We, the undersigned, have executed this certificate to certify that Halyk Bank JSC represented by _____ transfers and connects / receives and disconnects (*underline as appropriate*) and conducts the training and briefing,
and _____, IIN/BIN _____, Contract number _____
(*Merchant*)
represented by _____ accepts/transfers and agrees to have the Equipment below connected/disconnected (*underline as appropriate*),
(*full name of CEO/representative*)
and confirms to have passed the training and briefing.

N o.	FA No.	Equipment name	Bar code	Inventory number	Cost (acquisition cost of Equipment)	Series number	Identification number (ID number)	Service point	Merchant service point address / Equipment installation address	Equipment condition (good / faulty)

- 1 Training on POS terminal operation in acceptance of Visa, Mastercard, UnionPay, Diners Club, JSB, Discover, American Express, MIR cards was conducted
- 2 Training on POS terminal operation was conducted under the Bank's programs:
 - GO!Bonus loyalty program
 - Halyk Light installment plan

Should the Cardholder Servicing Instructions are not observed, we assume full responsibility for damage caused to the Bank.

No.	Full name	Title	Office phone	Signature

This Certificate is made in triplicate
Date _____ 20__

Transferred by _____ / _____ / (full name)
(signature)

Accepted by _____ / _____ / (full name)
(signature)

General information

[illegible][illegible]

				2	0		
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Daily ☐

Weekly ☐

Monthly ☐

Fax ☐

e-mail ☐

Bank ☐

[illegible][illegible][illegible]

(area code/office phone number)

The Bank provides card transaction statements via open communication channels with truncated card numbers. The Bank is not liable to the Merchant for the confidentiality of the transmitted information.

Date of application

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2	0		
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**Signature of Merchant
employee**

**Joint Service Agreement for the Product “Goods on Credit/In Installments”
as part of the Halyk installment plan**

Halyk Bank of Kazakhstan Joint Stock Company, hereinafter referred to as the “Bank”, represented by _____, acting by virtue of _____, and
_____, hereinafter referred to as the “Merchant “, represented by _____, acting by virtue of _____,

whereas the Parties signed the Accession Agreement to the Merchant Acquiring Accession Agreement on _____ 20__ (hereinafter the “Accession Agreement”),

whereas the Merchant intends to accept money upon making of non-cash payments for goods and/or services to be provided by the Merchant,

have entered into this Joint Service Agreement for the product “Goods on Credit/In Installments” as part of the Halyk installment plan (the “Joint Service Agreement”) as follows:

Article 1. General definitions used herein

1.1. In addition to the certain terms provided for in the Accession Agreement, the following and certain terms provided for in the Accession Agreement are also used herein:

Authorization means the procedure for obtaining permission from the Bank to make a transaction;

Loan agreement means an agreement between the Bank and a buyer, which underlies the provision of a special-purpose bank loan on the basis of intended use, maturity, interest payment and repayment;

Equipment means a device, which enables to accept payments, Onlinebank applications or QR-code/Halyk QR;

purchase cancellation/return means an operation to cancel/reverse a loan agreement and refund the commission fee paid by the Merchant;

buyer means an individual customer of the Bank, who has authorized in Halyk application and is willing to purchase goods/services from the Merchant as part of the “Goods on Credit/in Installments” product;

“Goods on Credit/in Installments” product means a special-purpose bank loan to be granted online by the Bank to a buyer in the national currency to purchase goods/services from the Merchant on the basis of intended use, maturity, interest payment and repayment, by single transfer of the loan amount to the Merchant’s bank account;

transaction means an operation to be carried out with the use of the device enabling to accept payments, Onlinebank HALYK system (payment application) or QR-code/Halyk QR to purchase goods/services from the Merchant.

Article 2. Subject Matter

2.1. The Bank and the Merchant shall provide hereunder joint service of the product “Goods on Credit/In Installments” as part of the Halyk installment plan.

2.2. The product “Goods on Credit/In Installments” shall be regulated by the Supplementary Agreement hereto, and some other terms and conditions thereof shall be governed by the Accession Agreement, Product Instructions (if any).

Article 3. Transaction Procedure

3.1. Transactions shall be carried out using the Equipment provided by the Bank or equipment purchased by the Merchant, in accordance with the recommendations provided by the Bank.

3.2. The Bank shall be entitled to suspend the operation of the product “Goods on Credit/Installments” with/without termination of the Joint Service Agreement, refuse to connect new service points to the product in the cases established by the Bank, including, but not limited to: if the

Merchant bank accounts opened with the Bank are suspended based on relevant decisions and (or) orders of competent public authorities or officials to suspend debit transactions on the bank account; if money on the bank account is seized; if any goods and services prohibited by the legislation of the Republic of Kazakhstan are found in the product range of the Merchant.

3.3. The Merchant shall be obliged to provide the buyer with the goods/services of appropriate quality, for which the Merchant has received payment.

Article 4. Procedure for mutual settlements between the Bank and the Merchant on the product “Goods on Credit/Installments”

4.1. Any mutual settlements between the Bank and the Merchant shall be made in the national currency of the Republic of Kazakhstan.

4.2. Based on data received electronically on the buyer’s service at the Merchant with the use of the Equipment, the Bank shall transfer money to the Merchant’s bank account specified herein.

The Bank shall credit money to the specified bank account of the Merchant after deducting its commission fee from the transfer amount as per the established tariffs.

4.3. In accordance with the terms and conditions of the Joint Service Agreement, Accession Agreement, the Bank shall charge its commission fee as per the tariffs when the Merchant carries out transactions through the Equipment.

4.4. Tariffs (commission fees) of the Bank are available on the Bank’s website at: www.halykbank.kz.

As part of the product “Goods on Credit/In Installments” the following basic financing schedules are available ¹:

- 3-month installment plan;
- 6-month installment plan;
- loan;
- other (of any).

As part of the product “Goods on Credit/In Installments”, it is also possible to apply the promotion financing schedules²:

- 12-month installment plan;
- 24-month installment plan;
- other (of any).

The Bank shall be entitled to unilaterally amend the terms and tariffs provided for in this clause. However, no supplementary agreement shall be concluded. The Bank shall notify the Merchant of any changes in the terms and tariffs according to the procedure stipulated by the Accession Agreement.

4.5. The Bank shall transfer the money for any performed transactions under the product “Goods on Credit/In Installments” within 3 (three) business days from the transaction date, minus the Bank’s commission fee specified on the Bank’s website at: www.halykbank.kz, to the Merchant’s bank account indicated herein.

The Bank shall be entitled to unilaterally change the term for money transfer for any performed transactions under the “Goods on Credit/Installments” product. However, no supplementary agreement shall be concluded. The Bank shall notify the Merchant of the change in the money transfer term in accordance with the terms and conditions of the Accession Agreement.

Article 5. Purchase Cancellation/return

5.1. In case of cancellation/return of the purchase made at the Merchant, the Merchant shall perform the “purchase cancellation/return” using the Equipment according to the relevant instruction. If, for technical reasons, it is impossible to perform the operation, the Merchant shall within 2 (two) business days from the time of error detection, send a letter to the Bank requesting to make a return of the operation. In this case, the Merchant shall be obliged to ensure that there is money on the bank account to settle the refund amount. The Bank shall make the refund under the Merchant’s letter based only on the original details of the transaction.

¹ Basic financing schedules and tariffs are available on the Bank’s website at: www.halykbank.kz.

² Promotion schedules, tariffs and the Offer period are available on the Bank’s website at: www.halykbank.kz.

5.2. Purchase cancellation/return shall be made within 14 calendar days from the execution date of the loan agreement between the Bank and the buyer, from the date of release/delivery of goods/services by the Merchant. In case of purchase cancellation/return under the product “Goods on Credit/In Installments”, the Bank shall, within 3 (three) business days from the transaction date or from the date of receipt by the Bank of the Merchant’s letter regarding the need in cancellation/return, transfer the money to the Merchant’s bank account specified herein, minus the Bank’s commission fee.

5.3. In case the buyer applies after 14 calendar days from the date of purchase from the Merchant, the purchase cancellation/return shall not be available.

5.4. In case of purchase cancellation/return transaction, the commission fee withheld by the Bank shall be returned to the bank account of the Merchant specified herein.

5.5. In case of a purchase cancellation/return, the transaction status turns “Cancelled”.

5.6. When a purchase is cancelled/returned, the loan agreement concluded between the Bank and the buyer is transferred to the status of “Loan Waiver”.

5.7. When the buyer applies to the Bank to cancel/return the purchase, the Bank shall recommend to the buyer to contact the Merchant to carry out the operation.

Article 6. Validity, Form

6.1. This Joint Service Agreement shall enter into force on the date of its signing by the Bank and the Merchant.

6.2. The Joint Service Agreement signed by the Bank and the Merchant is an integral part of the Merchant Acquiring Accession Agreement and is valid during the term thereof, unless the Joint Service Agreement is terminated before the term of the Merchant Acquiring Accession Agreement expires.

6.3. The Bank shall be entitled to repudiate the Joint Service Agreement by notifying the Merchant within 1 (one) business days prior to the termination date specified in its notice, including in the case of customer complaints about the quality and/or late receipt of goods/services.

The Merchant shall be entitled to repudiate the Joint Service Agreement by notifying the Bank via Onlinebank HALYK system or by contacting the Bank outlet no later than 1 (one) business day prior to the termination date specified thereby.

Termination of the Joint Service Agreement shall not entail termination of the Merchant Acquiring Accession Agreement.

Upon termination of the Joint Service Agreement, the Bank and the Merchant shall agree upon the date from which transactions will cease, and the Bank and the Merchant shall make mutual settlements and settle such other matters as they may deem necessary.

If the Bank repudiates the Agreement in case of customer complaints about the quality and/or late receipt of goods/services, the Bank shall be entitled to immediately disconnect the Merchant from the product “Goods on Credit/In Installments”.

6.4. The Joint Service Agreement is executed in the state and Russian languages, having equal legal force, one counterpart for the Bank and the Merchant. In case of any discrepancies between the texts of the Joint Service Agreement in the state and Russian languages, the Bank and the Merchant shall be guided by the version of the Joint Service Agreement in the Russian language.

6.5. The Bank and the Merchant have agreed that when signing the Joint Service Agreement, the Bank shall affix its seal, and the Merchant shall affix its seal, if any.

6.6. Since its effective date, the Joint Service Agreement shall supersede any terms and conditions of the Accession Agreement that regulate the product “Goods on Credit/In Installments”, and the conditions of joint service by the Bank and Merchant of the product “Goods on Credit/In Installments” shall be regulated herein.

Article 7. Personal Data

7.1. This clause constitutes the consent of the Merchant’s representative to the Bank for collection and processing of their personal data unless such consent has been previously provided to the Bank.

7.2. By signing this Joint Service Agreement, the Merchant’s representative, in compliance with the Law of the Republic of Kazakhstan “On Personal Data and Protection Thereof” (hereinafter the “Law”), provides the Bank with consent to collect and process their personal data under the following conditions:

1) operator - the Bank, with the BIN specified below;

2) surname, given name and patronymic of the Merchant's representative as a data subject are specified in the preamble of the accession agreement in line with the identity document;

3) consent validity period – from signing by the Parties of this Joint Service Agreement until the end of the storage period of the Joint Service Agreement with the operator as established by the legislation of the Republic of Kazakhstan/in accordance with the legislation of the Republic of Kazakhstan;

4) the operator is entitled to transfer my personal data indicated herein to the third parties indicated in the Merchant Acquiring Accession Agreement, Joint Service Agreement;

5) when processing my personal data specified herein, the operator is entitled to transfer the same across the border in as per Article 16-3 of the Law;

6) a list of the personal data collected by the operator about me:

surname, given name, patronymic (if available in the identity document);

year, month, date and place of birth, citizenship;

individual identification number;

data of the identity document:

gender;

biometric data;

information about the place of residence, legal address (place of registration);

postal and e-mail addresses, telephone number;

photographic and video images.

Location, bank details and signatures of the representatives of the Bank and the Merchant

The Bank	Merchant
Halyk Bank of Kazakhstan Joint Stock Company address: 	 address:
BIN _____ BIC HSBKKZKX _____ IIC _____ Bank _____	BIN/IIN: _____ BIC _____ IIC _____ Bank _____
Residency indicator – 1: Economy sector code – 4: Tel.: _____	Residency indicator: Economy sector code: Tel.: _____
For and on behalf of the Bank 	For and on behalf of the Merchant
L.S.	L.S.

for the Merchant connect to Onlinebank HALYK

**Joint Service Conditions for the product “Goods on Credit/In Installments”
as part of the Halyk installment plan**

Article 1. Subject Matter

1.1. These Joint Service Conditions for the product “Goods on Credit/In Installments” as part of the Halyk installment plan (hereinafter the “Conditions”) regulate the issues of joint servicing by the Bank and Merchant of the product “Goods on Credit/In Installments” as part of the Halyk installment plan .

1.2. Certain matters not regulated herein shall be governed by the Accession Agreement, Product Instructions (if any).

1.3. The Merchant shall accede to the Conditions to adopt the same.

The Merchant may accede hereto by applying to the Bank via Onlinebank HALYK for connection to the product “Goods on Credit/In Installments” as part of the Halyk installment plan (hereinafter “Application 1”) and obtaining a confirmation from the Bank on the Merchant’s connection to the product “Goods on Credit/In Installments” as part of the Halyk installment plan (hereinafter “Confirmation 1”).

1.4. The Bank shall independently approve and amend any forms of applications and confirmations referred to herein.

Article 2. General definitions used herein

2.1. In addition to the certain terms provided for in the Accession Agreement, the following and certain terms provided for in the Accession Agreement are also used herein:

Authorization means the procedure for obtaining permission from the Bank to make a transaction;

Loan agreement means an agreement between the Bank and a buyer, which underlies the provision of a special-purpose bank loan on the basis of intended use, maturity, interest payment and repayment;

Equipment means a device, which enables to accept payments, Onlinebank applications or QR-code/Halyk QR;

purchase cancellation/return means an operation to cancel/reverse a loan agreement and refund the commission fee paid by the Merchant;

buyer means an individual customer of the Bank, who has authorized in Halyk application and is willing to purchase goods/services from the Merchant as part of the “Goods on Credit/in Installments” product;

“Goods on Credit/in Installments” product means a special-purpose bank loan to be granted online by the Bank to a buyer in the national currency to purchase goods/services from the Merchant on the basis of intended use, maturity, interest payment and repayment, by single transfer of the loan amount to the Merchant’s bank account;

transaction means an operation to be carried out with the use of the device enabling to accept payments, Onlinebank HALYK system (payment application) or QR-code/Halyk QR to purchase goods/services from the Merchant.

Article 3. Transaction Procedure

3.1. Transactions shall be carried out using the Equipment provided by the Bank or equipment purchased by the Merchant, in accordance with the recommendations provided by the Bank.

3.2. The Bank shall be entitled to suspend the operation of the product “Goods on Credit/Installments” with/without termination of the Conditions, refuse to connect new service points to the product in the cases established by the Bank, including, but not limited to: if the Merchant bank accounts opened with the Bank are suspended based on relevant decisions and (or) orders of competent public authorities or officials to suspend debit transactions on the bank account; if money on the bank account is seized; if any goods and services prohibited by the legislation of the Republic of Kazakhstan are found in the product range of the Merchant.

3.3. The Merchant shall be obliged to provide the buyer with the goods/services of appropriate quality, for which the Merchant has received payment.

Article 4. Procedure for mutual settlements between the Bank and the Merchant on the product “Goods on Credit/Installments”

4.1. Any mutual settlements between the Bank and the Merchant shall be made in the national currency of the Republic of Kazakhstan.

4.2. Based on data received electronically on the buyer’s service at the Merchant with the use of the Equipment, the Bank shall transfer money to the Merchant’s bank account specified in Application 1.

The Bank shall credit money to the specified bank account of the Merchant after deducting its commission fee from the transfer amount as per the established tariffs.

4.3. In accordance with the Conditions, Accession Agreement, the Bank shall charge its commission fee as per the tariffs when the Merchant carries out transactions through the Equipment.

4.4. Tariffs (commission fees) of the Bank are available on the Bank's website at: www.halykbank.kz.

As part of the product "Goods on Credit/In Installments" the following basic financing schedules are available³:

- 3-month installment plan;
- 6-month installment plan;
- loan;
- other (of any).

As part of the product "Goods on Credit/In Installments", it is also possible to apply the promotion financing schedules⁴:

- 12-month installment plan;
- 24-month installment plan;
- other (of any).

The Bank shall be entitled to unilaterally amend the terms and tariffs provided for in this clause. However, no supplementary agreement shall be concluded. The Bank shall notify the Merchant of any changes in the terms and tariffs according to the procedure stipulated by the Accession Agreement.

4.5. The Bank shall transfer the money for any performed transactions under the product "Goods on Credit/In Installments" within 3 (three) business days from the transaction date, minus the Bank's commission fee specified on the Bank's website at: www.halykbank.kz, to the Merchant's bank account indicated in Application 1.

The Bank shall be entitled to unilaterally change the term for money transfer for any performed transactions under the "Goods on Credit/Installments" product. However, no supplementary agreement shall be concluded. The Bank shall notify the Merchant of the change in the money transfer term in accordance with the terms and conditions of the Accession Agreement.

Article 5. Purchase Cancellation/Return

5.1. In case of cancellation/return of the purchase made at the Merchant, the Merchant shall perform the "purchase cancellation/return" using the Equipment according to the relevant instruction. If, for technical reasons, it is impossible to perform the operation, the Merchant shall within 2 (two) business days from the time of error detection, send a letter to the Bank requesting to make a return of the operation. In this case, the Merchant shall be obliged to ensure that there is money on the bank account to settle the refund amount. The Bank shall make the refund under the Merchant's letter based only on the original details of the transaction.

5.2. Purchase cancellation/return shall be made within 14 calendar days from the execution date of the loan agreement between the Bank and the buyer, from the date of release/delivery of goods/services by the Merchant. In case of purchase cancellation/return under the product "Goods on Credit/In Installments", the Bank shall, within 3 (three) business days from the transaction date or from the date of receipt by the Bank of the Merchant's letter regarding the need in cancellation/return, transfer the money to the Merchant's bank account specified in Application 1, minus the Bank's commission fee.

5.3. In case the buyer applies after 14 calendar days from the date of purchase from the Merchant, the purchase cancellation/return shall not be available.

5.8. In case of purchase cancellation/return transaction, the commission fee withheld by the Bank shall be returned to the bank account of the Merchant specified in Application 1.

5.4. In case of a purchase cancellation/return, the transaction status turns "Cancelled".

5.9. When a purchase is cancelled/returned, the loan agreement concluded between the Bank and the buyer is transferred to the status of "Loan Waiver".

5.10. When the buyer applies to the Bank to cancel/return the purchase, the Bank shall recommend to the buyer to contact the Merchant to carry out the operation.

Article 6. Validity, Form

6.1. These Conditions shall enter into force for the Bank and the Merchant once the Merchant receives Confirmation 1 from the Bank.

³ Basic financing schedules and tariffs are available on the Bank's website at: www.halykbank.kz.

⁴ Promotion schedules, tariffs and the Offer period are available on the Bank's website at: www.halykbank.kz.

6.2. When acceded to by the Merchant, the Conditions become an integral part of the Merchant Acquiring Accession Agreement and are valid during the term thereof, unless the Conditions are terminated before the term of the Merchant Acquiring Accession Agreement expires.

6.3. The Bank shall be entitled to repudiate the Conditions by notifying the Merchant within 10 (ten) business days prior to the termination date specified in its notice. The Bank shall be entitled to shorten the notice period down to 1 (one) business day depending on the circumstances which may give a basis for the Bank's termination of the Conditions, including in the case of customer complaints against the Merchant regarding the quality and/or late receipt of goods/services.

The Merchant shall be entitled to repudiate the Conditions, including when the Bank amends the Merchant Acquiring Accession Agreement, the Conditions, by applying to the Bank for disconnecting the Merchant from the product "Goods on Credit/In Installments" as part of the Halyk installment plan (hereinafter "Application 2"). In this case, the termination date of the Conditions shall be the day on which the Merchant receives a confirmation from the Bank on the Merchant's disconnection from the product "Goods on Credit/In Installments" as part of the Halyk installment plan (hereinafter "Confirmation 2").

Termination of the Conditions shall not entail termination of the Merchant Acquiring Accession Agreement. Termination of the Merchant Acquiring Accession Agreement shall entail termination of the Conditions.

Upon termination of the Conditions, the Bank and the Merchant shall agree upon the date from which transactions will cease, and the Bank and the Merchant shall make mutual settlements and settle such other matters as they may deem necessary.

If the Bank repudiates the Conditions in the case of customer complaints about the quality and/or late receipt of goods / services, the Bank shall be entitled to immediately disconnect the Merchant from the product "Goods on Credit/In Installments".

6.4. The Conditions are available on the Bank's website at: www.halykbank.kz in the state and Russian languages, having equal legal force for the Bank and the Merchant. In case of any discrepancies between the texts of the Conditions in the state and Russian languages, the Bank and the Merchant shall be guided by the version of the Conditions in the Russian.

Bank

Halyk Bank of Kazakhstan Joint Stock Company
(full name),

Halyk Bank JSC (abbreviated name)

address:

BIN _____

BIC HSBKKZKX _____

Residency indicator – 1:

Economy sector code – 4:

Tel.: _____