



Accession Agreement on issuing, using and repaying electronic money through the Homebank Wallet, the electronic money system of Halyk Bank JSC

Dear customer, please refer to the text of the Accession Agreement on issuing, using and repaying electronic money through the Homebank Wallet, the electronic money system (the “Homebank Wallet System”) of Halyk Bank JSC. The Accession Agreement on issuing, using and repaying electronic money through the Homebank Wallet System of Halyk Bank JSC shall be deemed to have been executed when:

- you personally sign a relevant application for accession at Halyk Bank JSC; or
- you complete all required actions as stated below at registration of your account on Homebank, the financial portal at www.homebank.kz, using Homebank App or authorization services of the Homebank.

This Accession Agreement on issuing, using and repaying electronic money through the Homebank Wallet System of Halyk Bank JSC (the “Agreement”) is made between **Halyk Bank JSC**, having its registered office at: 40, Al-Farabi Ave., Almaty (bank details: BIN 940140000385, Beneficiary code 14, BIC HSBKKZKX, IBAN KZ146010005000000001, VAT Registration Certificate No. 0071463 Series 60001 of 25 October 2012) (the “**Bank**”), and an individual who have read the Agreement and joined the Agreement (the “**Customer**”). The Bank and the Customer hereinafter collectively referred to as the “Parties”, and individually as a “Party” or as stated above.

The Customer shall join the Agreement, in general, by signing personally at the Bank the relevant application for accepting the Agreement by joining thereto, or by clicking the corresponding button that shows consent to the Agreement at registration of the account on Homebank, the financial portal at www.homebank.kz, using Homebank App or authorization services of the Homebank.

The Agreement is executed when the Customer joins the provisions of the Agreement in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan. Acceptance of the Agreement in the order specified therein points to the fact that Customer has read, understood and accepted the Agreement in full, without any comments or objections.

If the Customer needs any additional banking services not covered by the Agreement, the Customer has to enter into a separate banking service agreement, and comply with other and/or additional requirements provided for by applicable legislation and internal regulations of the Bank. Such additional services are paid for under separate agreements with the Bank in accordance with the Bank tariffs.

Clause 1. General

1.1. All terms and definitions used in this Agreement have the meanings defined in the Regulations for Issue, Use and Repayment of Electronic Money, Electronic Wallet Operation, approved by the Bank (the “**Regulations**”).

1.2. The Agreement and the Regulations are available on the corporate website of the Bank www.halykbank.kz.

1.3. The Bank shall provide the Customer with services for issuing, repaying electronic money, accepting and processing payments made using electronic money, according to the terms of the Agreement. A payment made using electronic money is a non-cash payment. To make the payment the Customer

transfers electronic money in favor of a sole proprietor, legal entity (supplier of services, goods, works). The Customer may also use electronic money for other transactions on the conditions determined by the Regulations and the Agreement, and not contradicting the legislation of the Republic of Kazakhstan.

Clause 2. Procedure and terms of issuing electronic money through the Homebank Wallet System

2.1. The Bank, as an issuer, issues electronic money within the amount of money received from the Customer in the national currency of the Republic of Kazakhstan. In addition to issuing electronic money as an issuer, the Bank acts as an operator of the Homebank Wallet System.

2.2. The Customer gets its electronic money by depositing cash through the electronic terminal of the Bank or wire transfer in favor of the Bank through Homebank, the financial portal.

2.3. Third parties may not deposit money in favor of the Customer, and the electronic wallet may not be opened in the name of a third party.

2.4. When replenishing electronic wallet (to get electronic money) through the Bank's electronic terminal, the Customer gets a receipt confirming the fact that the Bank has issued electronic money.

2.5. When replenishing electronic wallet (to get electronic money) through Homebank, the financial portal, an electronic receipt is displayed on the Customer's personal device screen (computer, smartphone, tablet, etc.) confirming the fact that the Bank has issued electronic money.

Clause 3. Electronic money transactions terms. Electronic money restrictions

3.1. After registering and opening electronic wallet, the Customer gets an electronic wallet user status in the Homebank Wallet System. The Customer who has registered on Homebank, the financial portal, but was not identified, after issuing electronic money, is an unidentified electronic money owner.

3.2. The Customer can be identified in three ways:

- personally, presenting identity document;
- by means of remote identification based on information from available sources received from the operating center of the interbank money transfer system;
- through simplified identification – video identification or by using capture apps detecting the interviewee's movement during the identification process.

3.3. The list of available transactions after registration in the Homebank Wallet System, security requirements and other terms of transactions in the Homebank Wallet System are determined by the Regulations.

3.4. The electronic money transfer in accordance with the legislation of the Republic of Kazakhstan is one of the ways to make payments and money transfers.

3.5. The Customer may use electronic money to transfer electronic money in favor of sole proprietors and legal entities (suppliers of services, goods, works) on civil transactions concluded between them and the Customer and, other available transactions listed in the Regulations. The Customer makes payments and other transactions using electronic money by transferring electronic money from its electronic wallet to the electronic wallet of the electronic money identified owner.

3.6. The electronic money transactions in the Homebank Wallet System are made based on the Customer's instructions, drawn up and sent through the Bank's electronic terminal or through Homebank, the financial portal. The instructions received by the Bank from the Customer in the Homebank Wallet System to make electronic money transactions shall be deemed to have been given by the Customer. The electronic money transactions made by the Customer in the Homebank Wallet System shall be deemed to have been made by the Customer. At the same time, the Customer bears full responsibility for the content and correctness of input data and details in its instructions in the Homebank Wallet System and for any consequences of mistakes in its instruction.

The Bank shall execute the Customer's instruction on the day the Customer initiates the instruction.

3.7. In the Homebank Wallet System, the following limits apply for the Customer, who is an unidentified owner of electronic money, on the amount of transactions with electronic money (including for the issuance of electronic money by the Bank):

3.7.1. *the amount of a one-time transaction, payment or electronic money transfer of the Customer must not exceed 50 monthly calculation indices (the “MCI”);*

3.7.2. *the amount of all transactions, payments and transfers using the Customer’s electronic money during a business day must not exceed 100 MCI;*

3.7.3. *the maximum amount of electronic money stored on one electronic device must not exceed 100 MCI.*

3.8. For the Customer who is an identified owner of electronic money, the following limits are set in the Homebank Wallet System (save for repaying electronic money):

3.8.1. *the amount of a one-time transaction, payment or electronic money transfer of the Customer must not exceed 500 MCI;*

3.8.2. *the amount of all transactions, payments and transfers using the Customer’s electronic money during a business day must not exceed 1,000 MCI.*

3.9. For the Customer who is a simplified identified owner of electronic money, the following limits are set in the Homebank Wallet System (save for repaying electronic money):

3.9.1. *the amount of a one-time transaction, payment or electronic money transfer of the Customer must not exceed 100 MCI;*

3.9.2. *the amount of all transactions, payments and transfers using the Customer’s electronic money during a business day must not exceed 300 MCI;*

3.9.3. *the maximum amount of electronic money stored on one electronic device must not exceed 300 MCI.*

3.10. The electronic money transactions outside the Homebank Wallet System, which involve transfers and payments to bank accounts of other persons (including sole proprietors and legal entities being suppliers of services, goods, works), are available only for the Customer, who is identified and simplified identified owner of electronic money. Such transactions are made in the following order:

- Customer sends instruction to the Bank to transfer electronic money;
- Bank repays electronic money;
- Bank sends money as instructed by the Customer in an amount equal to the repaid electronic money.

3.11. The Customer blocks the electronic wallet itself by choosing the electronic wallet blocking option on Homebank, the financial portal or, by contacting a Bank outlet, including in the case of unauthorized use of the electronic wallet, and the Bank may unilaterally block the electronic wallet in the following cases:

3.11.1. the Customer fails to discharge its obligations, which entail electronic wallet blocking, in accordance with the Agreement;

3.11.2. the Customer makes transactions in violation of stipulated requirements and terms of using electronic money;

3.11.3. seizure of the Customer’s electronic money pursuant to legislative acts of the Republic of Kazakhstan;

3.11.4. violation or potential violation of the continuity and security of the Homebank Wallet System;

3.11.5. on other grounds provided for in the Agreement.

After electronic wallet is blocked, the Customer will not be able to have access to the wallet. The electronic wallet blocking does not terminate Customer’s obligations and the Bank’s obligations that have arisen before the electronic wallet was blocked. The Customer may unblock electronic wallet by submitting an application to the Bank.

Clause 4. The procedure for certifying Customer’s rights to conduct transactions using electronic money

4.1. The Customer’s consent to electronic money transactions is certified by OTP sent to the Customer’s trusted number registered with the Bank at the time of electronic authentication of the identifier specified by the Customer.

4.2. Protective actions against unauthorized payments are OTP used to confirm payments, authorization and authentication (identification code, password) to access the electronic wallet.

4.3. The Customer independently verifies the correctness of the execution by the Bank of the Customer's instruction and, in the event of execution of an unauthorized instruction, informs the Bank respectively, within three transaction days after revealing it, but within the limitation period, which starts as from the day of executing such instruction.

Upon receipt of a notification from the Customer, the Bank takes measures provided for by the Bank's internal documents to identify the causes, possible errors, consequences of an unauthorized payment. The Bank may take actions aimed at establishing the fact that each Party has taken protective actions when initiating instructions, to ascertain whether each Party complies with the norms of the legislation of the Republic of Kazakhstan, the terms of the Agreement.

The Bank assists the Customer in returning an unauthorized payment if the unauthorized payment was made through the fault of the Bank or if the unauthorized payment was made due to the Customer's failure to observe protective actions against unauthorized payment.

4.4. The Bank has the right to terminate consideration of the Customer's application when it claims that the payment was unauthorized, while the Bank has taken measures to identify the reasons, possible errors, consequences, based on which it will be established that the payment was made by the Customer in compliance with protective actions, the norms of the legislation of the Republic of Kazakhstan, the terms of the Agreement.

Clause 5. The procedure and conditions for repaying electronic money

5.1. The electronic money owned by an unidentified individual is not subject to repayment by the Bank.

5.2. The Bank shall repay electronic money to the Customer by transferring (paying out electronic money) amount of money equal to its nominal value by paying out cash to the Customer at the Bank outlet or, by transferring money to the Customer's bank account opened in national currency, on the day the Customer initiates electronic money repayment.

5.3. The Customer being identified owner of electronic money is only get repaid.

Clause 6. The amount and procedure for paying fee and additional services

6.1. The Bank charges a fee for services under the Agreement in accordance with the Bank's tariffs. The tariffs are posted on the corporate website of the Bank www.halykbank.kz. The Customer refer to them before the Bank provides services to the Customer.

6.2. The Customer, when submitting the instruction to the Bank in the Homebank Wallet System to transfer electronic money in favor of supplier of services, goods, works, provides a sufficient amount of electronic money in the electronic wallet to transfer electronic money and pay the fee to the Bank according to the tariffs.

6.3. The fee for the Bank's services is charged from the e-wallet separately from the amount of payment or money transfer without deduction from the amount of payment or transfer.

6.4. The Bank shall notify the Customer of the changes in tariffs upward, including the revised tariffs, when the service previously provided by the Bank under the Agreement was charged at a zero rate, by placing a notice of changes in the outlets of the Bank branches and on the Bank's corporate website www.halykbank.kz, no later than 10 (ten) business days prior to the effective date. In this case, the Customer has the right to withdraw from the Agreement by submitting a corresponding written application to the Bank. If the Bank does not receive a written application from the Customer before the ten-day period expires, the changes in tariffs become effective on the day specified in the Bank's notification.

Clause 7. Rights and Obligations of the Parties

7.1. The Bank undertakes:

7.1.1. to issue electronic money at the time of replenishment of the Customer's electronic wallet within the amount of money deposited;

7.1.2. to notify the Customer of amendments to the Agreement, changes in the Bank's tariffs in the manner provided for in the Agreement;

7.1.3. to keep the secrecy of transactions with the Customer's electronic money, protect bank secrecy, confidential information and personal data of the Client and provide third parties with information about the Customer, the amount of electronic money owned by the Customer, and transactions with electronic money in cases and within the limits stipulated by the legislation of the Republic Kazakhstan and the Agreement;

7.1.4. to execute properly Customer's instructions on the transfer of electronic money to suppliers of services, goods, works;

7.1.5. to repay timely electronic money.

7.2. The Bank may:

7.2.1. determine the content of the Regulations on electronic money system;

7.2.2. refuse to execute Customer's instructions in the Homebank Wallet System to transfer electronic money to the supplier of services, goods, works in the following cases:

7.2.2.1. if the Customer fails to provide the amount of electronic money in the electronic wallet necessary for the transfer of money and payment of the Bank fee;

7.2.2.2. if, in the opinion of the Bank, when accepting, processing a payment made by the Customer using electronic money, the Customer's own authorization and authentication parameters could be compromised;

7.2.2.3. if the electronic wallet is blocked;

7.2.2.4. if the electronic money in the electronic wallet is seized;

7.2.2.5. in other cases provided for in the legislation of the Republic of Kazakhstan;

7.2.3. unilaterally block the electronic wallet;

7.2.4. assign the inactive status for electronic wallet, regardless of an electronic money balance, if the Customer has not made any credit and debit transactions in the electronic wallet for 12 (twelve) months in a row. If any electronic money in the electronic wallet, the Bank has the right, and the Customer unconditionally agrees, to debit an inactive electronic wallet service fee due to the Bank, in accordance with the Bank's tariffs. In this case, in order to charge the fee, the Bank makes the repayment of electronic money in an amount equal to the amount of the fee;

7.2.5. demand proper performance from the Customer of obligations under this Agreement;

7.2.6. demand information and documents from the Customer, which is required for Customer identification, and the information on tax residency, type of activity and source of financing transactions made, transaction documents;

7.2.7. refuse the Customer to make debit transaction through the electronic wallet and (or) suspend all debit transactions in case of suspicion that such transactions are made for the purpose of legalizing (laundering) proceeds from crime or financing of terrorism;

7.2.8. take measures aimed at terminating the Agreement, including refuse to perform the Agreement unilaterally without a court decision, in the following cases:

7.2.8.1. impossibility of taking measures provided for by the Law of the Republic of Kazakhstan "On Anti-Money Laundering/Combating the Financing of Terrorism" and the Bank's internal documents;

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

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

7.2.8.4. repeated refusals to make debit transactions;

7.2.8.5. any facts pointing that Customer made and/or was attempting to make illegal actions in relation to the Homebank Wallet System aimed at (including, but not limited to): unauthorized access to its components, operation of the Homebank Wallet System functions not documented in the Regulations, fraudulent activities;

7.2.9. request from the Customer additional information and documents related to a transaction being made in order to verify compliance with the requirements of applicable legislation, and information and/or documents that the Bank does not have;

7.2.10. upon the date of repayment of the Customer's debt under the bank loan agreement, and if any other Customer's debt to the Bank, reduce the electronic wallet balance by the amount owed and net off against each other.

7.3. The Customer is obliged:

7.3.1. when sending instruction in the Homebank Wallet System for the transfer of electronic money to supplier of services, goods, works, to ensure a sufficient amount of electronic money in the electronic wallet for transferring electronic money and paying Bank fee, stipulated by the Bank's tariffs;

7.3.2. to carry out timely monitoring of its electronic wallet status in the Homebank Wallet System;

7.3.3. in case of detection of erroneously credited electronic money to the electronic wallet/money to bank account of the Customer, and the fact of electronic money embezzlement, unauthorized use of the electronic wallet, to notify immediately the Bank by sending an appropriate dispute application form;

7.3.4. to pay the Bank fee for the services rendered in accordance with the Bank's tariffs;

7.3.5. not to make transactions within the Homebank Wallet System related to the Customer's entrepreneurial activities;

7.3.6. to ensure the safety of its own authorization and authentication parameters (identification code, Homebank login password), OTP for making payments), not disclose or share with other persons its authorization and authentication parameters. In this case, all costs and losses that may arise due to loss or discrediting of the identification code, passwords and failure to comply with this condition, the Customer bears at its own expense and may not demand any compensation from the Bank;

7.3.7. to provide the Bank with information and documents necessary for the Bank to discharge its obligations stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, including beneficial owners details.

7.4. The Customer may:

7.4.1. get/repay electronic money, make transactions with electronic money in the Homebank Wallet System under the conditions stipulated by this Agreement;

7.4.2. terminate the Agreement by refusing to perform the Agreement, taking into account the requirements of the civil legislation of the Republic of Kazakhstan;

7.4.3. demand proper fulfillment of obligations from the Bank hereunder;

7.5. The Parties have other rights and discharge other obligations stipulated by the legislation of the Republic of Kazakhstan and the Agreement.

Clause 8. Liability of the Parties for non-fulfillment or improper fulfillment of their obligations

8.1. For non-fulfillment or improper fulfillment of the obligations hereunder, the Bank and the Customer shall be held liable in accordance with applicable legislation of the Republic of Kazakhstan, the Regulations and this Agreement.

8.2. The Bank and the Customer shall be held liable for violation of the obligations hereunder only to the extent of actual damage (with no liability for lost profits) and where the Bank/Customer is at fault.

8.3. The Bank and the Customer shall not be held liable for full or partial failure to fulfill the obligations if caused by force majeure circumstances: fire, earthquake, disruption to power supplies and other beyond the control of the Bank and the Customer.

8.4. The Parties shall be held liable in accordance with applicable legislation of the Republic of Kazakhstan for safety, non-disclosure and non-distribution of secret keys, passwords and other confidential information to third parties.

8.5. The Bank shall be held liable for actual damage caused from unauthorized access of third parties to the Homebank Wallet System through the fault of the Bank.

8.6. The Bank shall not be held liable:

8.6.1. for failure to execute instructions of the Customer, if the Customer's electronic money was seized or transactions with electronic money were suspended in accordance with applicable legislation of the Republic of Kazakhstan;

8.6.2. for third party' facilities, products and services through which Homebank Wallet System operates (Internet access provider, etc.);

8.6.3. for any consequences of losing (disclosing) own parameters of access to the Homebank Wallet System by the Customer, for making incorrect transactions by the Customer and for unauthorized access

attempts by third parties as a result of this to the Customer's electronic wallets (or if any such access is made);

8.6.4. in case of technical failures (disconnection/damage to power supply and communication networks, software failures, if these do not relate to entrepreneurial risk of the Bank, and routine (technical) work of the processing center and the Bank's database, technical failures in international payment systems), if these were not caused by actions of the Bank employees that entailed the Bank's failure to comply with the terms of the Agreement.

8.7. The Customer shall be held liable for non-fulfillment, improper fulfillment of the obligations on keeping saved and using own authorization parameters, as well as for any consequences of losing a SIM card with a mobile phone number registered as an identification code.

8.8. If Customer has suffered real damage through the fault of the Bank by unjustified refusal to execute or improper execution by the Bank of the Customer's instructions, the Customer should submit an application to the Bank. After the Bank has considered the Customer's application, the amount can be paid by crediting the money to the current account in the Customer's card database opened with the Ban.

Clause 9. The procedure for considering the Customer's application for the use of electronic money. The procedure for resolving disputes arising from the use of electronic money. The procedure for exchanging information between the Bank and the Customer when using electronic money to make transactions.

9.1. If the Customer disagrees with the information on transactions made using its electronic wallet, and any other disputes, the Customer files dispute application at any Bank outlet.

9.2. The exchange of information between the Bank and the Customer when using, blocking, repaying electronic money is carried out through the Homebank Wallet System, and through submission of application by the Customer to the Bank. After the electronic money transaction is made, the Bank informs the Customer by sending a corresponding SMS message containing transaction details.

The Bank shall notify the Customer of the electronic money transaction via e-statement sent to the Customer's account in the Customer's electronic wallet.

9.3 In case of loss of control over access to electronic money, the Customer notifies the Bank no later than one transaction day following the day when the Customer became aware of the loss of control over access to electronic money. The Customer can send an application to notify the Bank or call the Bank's contact center. The contact center telephone is available on the Bank's corporate website.

9.4. If any dispute or disagreement arise between the Bank and the Customer regarding the conclusion, execution, termination of the Agreement, the Parties shall take all necessary measures to settle them out of court.

The Bank shall consider the Customer's claims in the manner and terms established by the internal documents of the Bank, as well as in accordance with the legislation of the Republic of Kazakhstan.

If the Customer's claim is recognized as justified, the Bank takes the necessary actions to resolve the situation.

9.5. If the Parties failed to reach mutual agreement, disputes shall be resolved in court in accordance with the legislation of the Republic of Kazakhstan.

Clause 10. Duration, Amendments and Termination. Electronic Wallet Closure.

10.1. This Agreement shall come into force when signed and remain in force indefinitely.

10.2. The Agreement shall terminate and the electronic wallet shall be closed:

- if the Customer withdraws from the Agreement based on the Customer's application at any time, in the absence of unfulfilled requirements for the electronic wallet, in the absence of encumbrances on electronic money in the electronic wallet, seizure of electronic money;
- by the Bank in case of its refusal to fulfill the Agreement unilaterally out of court;
- by agreement of the Parties.

10.3. If the Customer withdraws from the Agreement, the Customer submits an application to the Bank for closing electronic wallet. In the absence of unfulfilled requirements for the electronic wallet, in the absence of encumbrances on electronic money in the electronic wallet, seizure of electronic money, the

Bank closes the electronic wallet, no later than 2 (two) business days from the date of receipt of the Customer's application. If any electronic money in the electronic wallet, the Customer, together with the application for closing electronic wallet, instructs the Bank to repay this electronic money. The Bank transfers the amount of money in tenge, when repaying electronic money, to the current account of the Customer, no later than the term of closing electronic wallet.

Before the Bank closes the electronic wallet, the Customer may withdraw the application for closing electronic wallet.

10.4. If the Bank makes changes, additions to the Agreement, with the exception of tariffs, including the revised Agreement, it shall place such changes and/or additions or a new version of the Agreement and information on the effective date of the Bank's resolution introducing the changes, additions to the Agreement, on the corporate website of the Bank www.halykbank.kz, no later than 10 (ten) calendar days before resolution of the Bank's body comes into effect. In this case, the Customer has the right to withdraw from the Agreement by submitting a corresponding written application to the Bank. If the Bank does not receive a written application from the Customer before the ten-day period expires, the changes and/or additions to the Agreement, including the revised version of the Agreement, shall become effective on the day specified in the Bank's notification.

10.5. The Bank has the right to refuse to perform the Agreement unilaterally out of court in the following cases:

- absence of electronic money in the electronic wallet for more than 12 (twelve) months in a row, in the absence of unfulfilled requirements for the electronic wallet, in the absence of encumbrances on electronic money in the electronic wallet, seizure for electronic money, and provided that the Customer is identified;

- no movement of electronic money in the electronic wallet for more than 3 (three) months in a row, in the absence of unfulfilled requirements for the electronic wallet, in the absence of encumbrances on electronic money in the electronic wallet, seizure for electronic money, and provided that the Client is identified;

- on the grounds and in the manner prescribed by the Law of the Republic of Kazakhstan "On Anti-Money Laundering/Combating the Financing of Terrorism".

10.6. In the absence of electronic money in the electronic wallet for more than 3 (three) months in a row, the Bank, after the expiration of this period, sends to the Customer to the Customer's mobile phone number specified at registration of user account on Homebank, the financial portal, 10 (ten) calendar days before the expected date of termination of the Agreement, a notification of refusal to perform the Agreement. If there is no electronic money in the electronic wallet and after the expiration of the period specified in the notification, the Bank terminates the Agreement and closes the electronic wallet.

For an unidentified Customer, the Bank terminates the Agreement and closes the electronic wallet without additional notification of the Customer provided that there is no electronic money in the electronic wallet for more than 3 (three) months in a row, no unfulfilled requirements for the electronic wallet, no encumbrances on electronic money in the electronic wallet and no seizure of electronic money.

10.7. If there is no movement of electronic money in the electronic wallet for more than 12 (twelve) months in a row and there is a balance of electronic money in the electronic wallet, the Bank has the right to independently repay the balance of electronic money in the electronic wallet and transfer the received amount of money in tenge to the Customer's current account or to a notary's deposit in accordance with the laws of the Republic of Kazakhstan and close the electronic wallet.

10.8. If the legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan "Anti-Money Laundering/Combating the Financing of Terrorism" establishes a special procedure for terminating the agreement, the Bank shall be guided by this procedure for terminating the Agreement.

10.9. The Agreement may be terminated in other cases provided for in the Agreement.

Clause 11. Representation and Consent of the Customer

11.1. By signing (accepting) the Agreement, the Customer confirms that:

11.1.1. it has the legal capacity to execute this Agreement and make electronic money transactions and, it has obtained consent/permission of other persons, where such is required in accordance with the legislation, to execute the Agreement;

11.1.2. it has read and fully agrees with the terms of this Agreement, with the Bank's tariffs, and the Regulations;

11.1.3. it is aware of, and agrees that, the balance, transactions made in the Homebank Wallet System, the status and details of the Customer, as well as other information about the Customer will be available to the Bank for the Homebank Wallet System operation purposes, to the extent necessary for the Bank to perform its functions in the Homebank Wallet System, rendering services to the Customer under the Agreement;

11.1.4. all electronic money transactions made in the Homebank Wallet System will not be related to the Customer's entrepreneurial activities, and any foreign exchange operations requiring registration certificate, notification certificate, contract account number, or made for the purpose of legalizing (laundering) income from crime;

11.1.5. in accordance with the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 "On personal data and data protection", the Customer consents the Bank to the collection and processing, storage by the Bank of the Customer's personal data, including those related bank secrecy, for the purpose of executing this Agreement with the Bank and performing it, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) the Bank's internal documents, it becomes necessary to collect, process, store such personal data. The collection, processing and storage of the Customer's personal data is carried out by the Bank in ways that do not contradict the legislation of the Republic of Kazakhstan;

11.1.6. it has read the Bank's Cyber Security Policy posted on the Bank's corporate website www.halykbank.kz, undertakes not to violate its requirements, as well as to comply with cyber resources use rules stipulated in the Bank.

11.2. By executing (accepting) the Agreement, the Customer automatically gives its consent/permission to the Bank to provide details of payments and transfers of electronic money of the Customer to the law enforcement agencies of the Republic of Kazakhstan and the National Bank of Kazakhstan, at their request.

Clause 12. Final Provisions

12.1. The Agreement is drawn up in the state and Russian languages. In case of any discrepancies between the language versions of the Agreement and/or semantic, the Russian version shall dominate.