

Standard Terms and Conditions of the Facility Agreement (Accession Agreement)

These standard terms and conditions (the “Accession Agreement”) have been developed by Halyk Bank JSC (the “Bank”) to be applied when entering into a facility agreement in the manner prescribed by Article 389 of the Civil Code of the Republic of Kazakhstan, and determine the standard terms and conditions of the Agreement under the Small and Medium Business Lending Programs.

The Agreement, with standard terms and conditions applied, shall be concluded through signing by the Bank and the borrower (the “Borrower”) of an individual facility agreement (application for accession) (the “Individual Agreement”).

The Individual Agreement and the Accession Agreement shall constitute integral parts of each other and shall hereinafter be collectively referred to as the “Agreement”.

Unless otherwise provided by the Agreement, in case there is a co-borrower (the “Co-Borrower”) as a party to the Agreement:

- 1) the terms of the Agreement relating to the Borrower shall apply to the Co-Borrower in the similar manner;
- 2) the Borrower and the Co-Borrower shall hereinafter collectively be referred to as the “Borrower”.

Article 1. General terms and conditions

1.1. The Bank shall open a Credit Line for the Borrower, whereby the Bank shall provide the Borrower with the Instruments. The type of Credit Line (revolving/non-revolving), types of Instruments shall be determined in the Individual Agreement.

The date and place of the Agreement execution, its number, details of the Bank and the Borrower (hereinafter collectively referred to as the “Parties”, and individually as a “Party”), the purpose, amount, currency shall be determined in the Individual Agreement.

To record the Limit under the Credit Line, the amount of the Instruments provided shall be fixed in the currency of the Limit at the rate set by the Bank on the date of the Transaction, while the amount of Available Funds shall be calculated at the rate effective on the date of the Transaction, and be adjusted by the Bank whenever the exchange rate changes within the Limit.

The term of the Credit Line shall be determined in the Individual Agreement. The term of the Instrument utilization shall commence on the date the Instrument amount is transferred to the Borrower’s bank account, and end upon receipt by the Bank in its favor of the entire amount of Indebtedness under the Instrument to its account, and those dates shall be determined in a separate Supplementary Agreement.

The period of validity of a bank guarantee issued by the Bank in favor of the beneficiary shall commence on the date the bank guarantee is signed by authorized persons of the Bank, and end on the calendar date/date of full performance by the Borrower of obligations to the beneficiary under the contract/bidding/tender as specified in the Borrower’s offer application with the Bank’s acceptance/Supplementary Agreement and in the bank guarantee. If validity of the bank guarantee ends on the date of full performance by the Borrower of its obligations to the beneficiary under the contract/bidding/tender, the Bank’s obligations under the bank guarantee and the Borrower’s obligations under its offer application/Supplementary Agreement shall be deemed fulfilled upon receipt by the Bank (i) of the original bank guarantee and/or (ii) beneficiary’s written confirmation of release of the Bank from obligations under the bank guarantee, supported by a document with samples of signatures and seals of the beneficiary (if any) (if required).

1.2. The Individual Agreement shall determine the type of interest rate for utilization of the Instruments (the “Interest”), the amount of the interest rate per annum, the amount of the interest rate calculated on a reliable, annual, effective, comparable basis (the “AERR”) as of the date of the

Agreement, and the procedure for calculating the floating interest rate, if applicable.

1.3. The Individual Agreement shall determine the repayment procedure.

1.4. The Individual Agreement shall determine the repayment method.

1.5. The Individual Agreement shall determine the sequence of repayment of debt on the Instruments.

1.6. In case of breach of obligations to repay the Instruments and (or) pay the interest, the Borrower shall pay the Bank a penalty the calculation procedure and the amount whereof is specified in the Individual Agreement.

1.7. The Individual Agreement shall determine the full list of fees and other payments, and amounts thereof, to be charged in connection with issuing and servicing of the Instruments, including the bank loan (the "Loan").

The Individual Agreement shall determine the procedure and frequency of repayment of debt on the Instruments and the interest, and the Security under the Agreement.

The terms when the Borrower is obliged to provide the Security, eliminate comments regarding the Security, the conditions for such provision/elimination of comments shall be established by the Bank either in the Agreement or in the Bank's written notification to the Borrower, which is subject to execution by the Borrower.

The Borrower undertakes:

- to ensure the availability of money on its current account in the amount sufficient to repay the principal and interest, pay interest, penalties (fines), make other payments in favor of the Bank, by the due dates provided for in the Individual Agreement and (or) the Supplementary Agreement;

- upon maturity of the scheduled payment, to ensure on its current account the amount of money sufficient to repay the principal and interest in accordance with the payment schedule.

The Bank shall accept money for repayment of the Instrument/Loan/Debt on Business Days.

The Borrower shall make payments under the Individual Agreement and/or the Supplementary Agreement by 6.00 p.m. (Nur-Sultan time). If a payment under the Individual Agreement and/or the Supplementary Agreement is made after 6:00 p.m. (Nur-Sultan time), such payment shall be deemed to have been made on the following Business Day.

1.8. Movable property pledge agreements will be concluded between the Bank and the pledgor without the need for all Parties to sign such agreements. The Borrower, being not a pledger, shall not participate in the negotiation of the terms of the pledge agreements, but shall be entitled to ask the Bank to provide copies of such agreements in order to review the terms and conditions thereof. Movable property pledge agreements entered into by and between the Bank and the pledger, not required to be signed by all the Parties, shall be deemed by the Parties duly executed, having full legal force and entailing legal consequences for the Parties in accordance with their terms.

1.9. The Individual Agreement shall determine the measures the Bank takes in case of non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement.

1.10. The Individual Agreement shall determine the term of the Agreement.

1.11. In case of breach of the terms of the Agreement, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Individual Agreement.

1.12. The liability of the Borrower under the Agreement shall not be limited to force majeure circumstances that shall not be deemed by the Parties as grounds for releasing the Borrower from liability, except for cases expressly provided for in the Agreement.

1.13. If the Instrument is provided in foreign currency, the fees and penalties under the Agreement and (or) Supplementary Agreement shall be paid in tenge at the Bank's rate of discount as of the date of payment.

Article 2. Miscellaneous

1. The Credit Line shall be opened to the Borrower in accordance with the Agreement, whereby:

1) the Instruments in the form of bank loans and bank guarantees shall be provided in accordance with the Agreement on the basis of:

an executed Supplementary Agreement pursuant to a written application received by the Bank from the Borrower (the "Application for Instrument");

or a duly prepared and signed Borrower's application for loan under the Agreement (the

“Application”) received by the Bank. Issue by the Bank of another loan on the terms and conditions set forth in the Application shall constitute acceptance of the Application;

or duly executed and signed offer application for entering into bank guarantee agreement (the “Borrower’s offer application”) received by the Bank, and Bank’s acceptance of the Borrower’s offer application for entering into bank guarantee agreement in the form of issuing by the Bank of bank guarantees on the terms and conditions set forth in the Borrower’s offer application.

For tender guarantees, the Bank’s acceptance shall be in the form of issuing by the Bank of tender guarantees on terms and conditions set forth in the Borrower’s offer application. At the same time, the tender guarantee agreement shall be deemed to have been executed if within 10 (ten) calendar days the Bank issues a tender guarantee in as per the terms and conditions of the Borrower’s offer application.

At the same time, the Bank shall be entitled to refuse to issue bank guarantee at its own discretion.

Supplementary Agreements under and on the terms and conditions of the Agreement shall not be entered into with all parties the Agreement was entered into with, but rather with that Borrower or Co-Borrower who has applied to the Bank for provision of the Instrument, as specified in clause 1 of this Article of the Accession Agreement.

2) other Instruments shall be provided in accordance with the Agreement on the basis of the written Application for Instrument, and the corresponding Supplementary Agreement, unless otherwise provided for in the Agreement.

The Borrower’s offer application/Application for Instrument shall be sent by the Borrower no later than 2 (two) Business Days before the date of issue (provision) of the Instrument, and in case of guarantee issue – before the Bank issues the tender guarantee, which in the case of receipt by the Bank shall be irrevocable, unless otherwise provided by agreement of the Parties, including the Agreement.

2. Term for calculation of the interest for utilization of the Instrument shall commence on the date following the date of the Instrument provision, with respect to the actual amount of the Instrument provided, that is, the amount utilized by the Borrower at the moment, wherein in the annuity repayment schedule the year shall be taken to equal 360 days and the month shall be taken to equal 30 days. In a repayment schedule that provides for repayment of the principal in equal installments and actually accrued interest, a year shall be taken to equal 360 days and a month shall be taken on the basis of the actual number of days of the Instrument utilization.

The exposure fee shall be charged based on actual outstanding amount of the bank guarantee and for the actual number of days of using the bank guarantee, with a year taken to equal 360 days, and a month taken on the basis of the actual number of days of using the bank guarantee.

3. When the Borrower disburses the Credit Line in a currency other than the Limit currency, in the event of a significant (more than 25%) change in the rate set by the Bank on the date of the Transaction with regard to the rate set thereby as of the date of the Agreement, the Bank shall be entitled to suspend financing of the Borrower before the authorized body of the Bank gives a positive opinion on analysis of stability of the Borrower’s cash flows to fulfill its obligations under the Agreement upon such change.

4. The Borrower shall not be entitled to transfer its rights and obligations under the Agreement (any Supplementary Agreement) to third parties without prior written consent of the Bank.

5. The terms provided in the Application, the Borrower’s offer application, shall be changed through receipt by the Bank of additional Application, except as provided by the Application and the Agreement. Changes of Application terms are subject to the payment by the Borrower of the appropriate interest and fees in accordance with the Bank’s tariffs, and, where necessary, the fulfillment of other terms as resolved by the authorized body of the Bank and receipt of all necessary documents.

6. Upon receipt by the Bank of the Beneficiary’s Claim (the “Claim”), the Bank shall notify the Borrower of receipt thereof. The Borrower shall, within 2 (two) Business Days from the date the Bank sends a notice to the Borrower, however no later than the date of payment of the Claim, satisfy the Claim by providing the full amount of the Claim, including the Bank fees, interest and expenses stipulated by the Agreement, the Borrower’s offer application with the Bank’s acceptance / Supplementary Agreement / Bank tariffs, in its bank account specified in the Individual Agreement, for withdrawal by the Bank and payment in favor of the beneficiary and repayment of the Borrower’s Indebtedness on fees, interest and expenses of the Bank.

7. If the Bank has provided a tender guarantee and the Borrower has not satisfied or partially satisfied the Claim, the Bank shall transfer the amount of money under the Claim to the beneficiary at its own expense. The Borrower shall, within 3 (three) Business Days, be obliged to reimburse the Bank for

the entire amount paid by the Bank under the Claim, and all expenses incurred by the Bank, fees and interest stipulated by the Agreement/ the Borrower's offer application with the Bank's acceptance /Supplementary Agreement/Bank tariffs, or, within the same period, enter into bank loan agreement with the Bank on the terms of the Bank, in accordance with Article 725 of the Civil Code of the Republic of Kazakhstan.

In this case, the interest for utilization of loan under bank loan agreement accrued from the date the Bank satisfies the Claim until entering into/execution of the bank loan agreement shall be paid by the Borrower on the day of entering into/execution of the bank loan agreement, by direct debiting by the Bank of the relevant amount from the Borrower's bank accounts. If the Borrower refuses to enter into bank loan agreement in accordance with this clause of the Accession Agreement, the Bank shall be entitled to use the right to claim against the Borrower for the amount of the Bank's obligations fulfilled under the bank guarantee to the beneficiary, and all expenses incurred by the Bank, fees and interest stipulated by the Agreement / the Borrower's offer application with the Bank's acceptance /Supplementary Agreement/Bank tariffs, in accordance with the terms and conditions of the Agreement, including sub-clauses 2.10) and 2.11) of Article 6 of the Accession Agreement.

If the Bank has issued bank guarantee, except for the tender guarantee, and the Borrower failed to provide the amount of Claim in full in its bank account in the manner provided in clause 7 hereof, the obligation of the Borrower to the Bank shall be deemed and recorded as obligation for repayment of short-term loan in the amount of the Claim on terms and conditions stipulated by the Agreement, the Borrower's offer application with the Bank's acceptance /Supplementary Agreement.

8. The obligations of the Bank to the beneficiary shall be limited to payment of the amount of the bank guarantee regardless of whether such payment is made in several payments or a lump sum, in part or in full.

9. In case of issuing post-tender bank guarantees within public procurement, and if the amount of bank guarantees includes the amount of contract performance security, amount of advance payment and amount of security for taking anti-dumping measures, the Bank shall pay the entire amount of the Claim, regardless of occurrence of the event that has led to the Claim.

10. The terms and conditions of the bank guarantee agreement concluded through receipt by the Bank of the Borrower's offer application and providing by the Bank of the acceptance (including in terms of amount of the bank guarantee, duration of the bank guarantee, etc.) shall be amended by the way of receipt by the Bank of an additional offer application of the Borrower and written acceptance of the Bank or the Bank's acceptance in the form of issuing by the Bank of an additional sheet to the tender guarantee, except for the cases provided in the Borrower's offer application, the Bank's acceptance and the Agreement, and through issuing by the Bank, where necessary, of additional sheets to the bank guarantee. The terms and conditions of the bank guarantee shall be amended only provided that the Borrower pays the appropriate fees and interest in accordance with the Bank's tariffs, and, where necessary, by resolution of the authorized body of the Bank and upon receipt of all necessary documents.

In case of entering into a bank guarantee agreement through concluding an appropriate Supplementary Agreement, the terms and conditions of the Supplementary Agreement shall be amended through concluding by the Parties of an addendum to the Supplementary Agreement.

11. Bank guarantees provided under the Agreement shall be unconditional, which means that they are subject to execution by the Bank at the first request of the beneficiary. The Borrower shall address all objections, that may arise in the course of fulfillment by the Bank of the beneficiary's requirements related to the bank guarantee provided by the Bank directly, to the beneficiary.

12. When the Bank assigns the rights (claims) under the Agreement and Supplementary Agreements to a third party, the requirements and restrictions imposed by the legislation of the Republic of Kazakhstan with regard to the relations between the Bank and the Borrower under the Agreement and Supplementary Agreements shall apply to the legal relations of the Borrower and a third party who the right (claim) has been assigned to.

13. The term within which the Borrower shall provide the Bank with the information, documents, including, but not limited to, the information on elimination of comments on the project, the conditions of such provision/elimination of comments shall be established by the Bank and communicated to the Borrower through a written notice, which shall form an integral part of the Individual Agreement and shall be unconditionally executed by the Borrower.

Article 3. Modification of certain lending terms and conditions

The Bank shall be entitled to unilaterally change the terms and conditions of the Agreement in case of their improvement for the Borrower provided for by Article 34-3 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan".

The Bank shall notify the Borrower on applying the improving terms and conditions under the Agreement by one of the methods specified in Article 7-2 of the Agreement at least 14 (fourteen) calendar days before their intended entry into force.

If the Bank does not receive from the Borrower a written refusal to apply the proposed improving terms and conditions under the Agreement within the specified period, those shall be deemed accepted by the Borrower.

In this case, upon receipt of a written refusal from the Borrower or the Co-Borrower/any of the Co-Borrowers, such terms and conditions shall be deemed not accepted both by the Borrower and the Co-Borrower/all Co-Borrowers.

Article 4. Prepayment, refusal and suspension of financing

1. The Borrower shall be entitled to prepay the Instrument amount (in full or in part) under the Supplementary Agreement with the Bank's written consent, by giving prior written or other notice to the Bank:

- one Business Day in advance;
- 2 (two) Business Days in advance, in case of application to the district division of the Bank and (or) oblast/regional branch of the Bank, which were not involved in provision of the Instrument and, accordingly, are not specified in the Individual Agreement and (or) Supplementary Agreement.

2. The Borrower shall be entitled to prepay the full amount of interest due to the Bank under any Supplementary Agreement with notice of such payment to the Bank, however, no later than 3 (three) Business Days before the date of prepayment, unless a different term is specified by the Parties.

3. In case of partial prepayment of the Principal whereupon the amount of the first upcoming payment changes, the Payment Schedule stipulating the principal repayment in equal installments does not need to be amended, provided that the Borrower submits a written application for partial prepayment with reduction of the first upcoming payment under the Payment Schedule, or in any other way as agreed with the Bank.

4. The Bank shall be entitled to demand at any time that all debts of the Borrower under all the Instruments provided under the Agreement be prepaid. For this purpose, the Bank shall send a demand to the Borrower not earlier than 10 (ten) months prior to the date of such prepayment specified therein. The Borrower shall repay its debt on the Instruments provided under the Agreement either in a lump sum payment or in installments prior to the prepayment date specified in the Bank's demand. No penalty shall be charged for such prepayment of the Instrument amount.

5. When the Borrower receives the Bank's demand pursuant to clause 4 of this Article of the Accession Agreement, the Borrower shall pay the Bank the interest at the rate specified in the Agreement and reduced by 1% (one percent) per annum. The Borrower shall pay this interest during the period from the date of the Bank's demand until all the debts under the Agreement specified in the demand are repaid.

6. The Bank shall be entitled to refuse to provide the Borrower with the Loan and/or demand its prepayment with the accrued interest, or suspend further financing:

upon the occurrence of any of the following:

1) the Borrower is in delay in performing its obligations under the Agreement and (or) the Supplementary Agreement;

2) no duly executed security for performance of obligations to return the Instrument amount has been provided;

3) a person who provided the Security has violated its obligations under the Security Agreement;

4) the property of the Borrower or the Pledgor is seized, restricted in use or foreclosed on by third parties;

5) the security is lost or invalid, and the Borrower fails to provide any other security to replace it, which meets the Bank's requirements;

6) the Borrower is involved in a lawsuit as a defendant with the claim amount of 5% (five percent) or more of the total debt of the Borrower under the Agreement and/or Supplementary Agreements;

7) involvement of the person, who provided the Security, in the lawsuit on contesting the pledgor's title to the subject of pledge;

8) provision of the Instrument will result in exceeding the maximum statutory limit for the amount of risk per borrower for a group of debtors related to the Borrower;

9) the Borrower has provided unreliable information on its financial position;

10) deterioration of the Borrower's financial condition as identified through monitoring conducted by the Bank in accordance with the requirements of the regulatory legal act of the authorized body and (or) the Bank's internal credit policy complying with the International Financial Reporting Standards;

11) a third party has made a claim to declare the Borrower or the Pledgor bankrupt, or introduction of any of the procedures applied in bankruptcy or rehabilitation by a court decision;

12) a claim to declare the Agreement and (or) Security Agreement invalid and (or) unexecuted, and (or) contestation of the Agreement and (or) Security Agreement in whole or in part, or the threat of occurrence of the above circumstances;

13) third parties affiliated (related) to the Borrower have violated at least one of their obligations to the Bank;

14) provision of the Loan will cause a breach of the Applicable Law by the Bank, including requirements for compliance with prudential ratios, for the period when such breach is likely to occur;

14-1) when it is impossible to take measures for due diligence as stipulated by the legislation of the Republic of Kazakhstan, and when there are suspicions that business relations are used by the Borrower for the purposes of money laundering or financing of terrorism;

14-2) when there are suspicions that debit transactions on the account are performed for the purpose of money laundering or financing of terrorism;

14-3) the Borrower has committed violations of the representations provided under the Agreement, and (or) the Bank has grounds to believe that the Loan may be used by the Borrower for purposes that may lead to such violations;

15) the Borrower commits other violations of the terms and conditions of the Agreement (including in case of violation of the covenant provisions under the Agreement) or any other agreement entered into with the Bank, including in case of violation by the Borrower of its obligations under any agreement (contract) to any third parties;

upon events or actions that, over time, may lead to the occurrence of the above events, non-fulfillment and/or improper fulfillment of obligations under the Agreement, including the violation of provisions of the covenants under the Agreement and obligations under other agreements entered into with the Bank.

7. Should the Borrower breach the obligations under the Agreement:

1) the due dates for all of the Borrower's obligations under the Agreement shall be deemed to have occurred and the Bank shall have the right to enforce such obligations;

2) the Bank shall be entitled to foreclose on the Security, and any other property of the Borrower.

8. In cases specified in sub-clauses 1), 3), 7) and 12) of clause 6 of this Article of the Accession Agreement, the Bank shall be entitled to exercise at its discretion the right specified in clause 7 of this Article of the Accession Agreement, or demand that the Borrower restore the subject of the Security (if applicable) or replace the Security with other unencumbered equivalent and marketable Security, or provide additional Security satisfactory to the Bank.

Article 5. Financial information

The Borrower shall be obliged to provide the Bank with:

1) annual financial statements in the form and substance established by the legislation of the Republic of Kazakhstan, not later than 90 (ninety) calendar days after the end of each financial year unless otherwise specified by the Applicable Law;

2) quarterly financial statements in the form and substance established by the legislation of the Republic of Kazakhstan, including consolidated financial statements, not later than 20 (twenty) Business Days after the end of each quarter, unless the Bank determines any other periodicity of financial statements and the term for their submission;

3) at the request of the Bank – the financial statements, other statements describing the financial

position (financial indicators) of the Borrower, and other information that the Bank may request under the Agreement and in accordance with the Applicable Law, including those confirmed by an independent auditor, in the form and as of the date specified by the Bank. In case of non-performance and/or improper performance by the Borrower of the obligations under the Agreement, the Bank shall have the right to arrange independently an audit, the expenses for which shall be reimbursed by the Borrower;

4) at intervals determined by the Bank and at any other time at the request of the Bank – a document on presence/absence of the Borrower's debt to the budget.

Upon any changes, risks and/or deterioration of the financial position in the reporting period, the Borrower shall provide the Bank with an explanatory note detailing the essence of the financial position variance from the initial indicators (which existed at the time of the Agreement execution), together with the reporting documentation.

The Borrower guarantees and assures that the financial statements, other statements describing its financial position (financial indicators) provided to the Bank meet the requirements of the laws of the Republic of Kazakhstan and will be reliable.

Article 6. Rights and obligations of the Parties. Restrictions for the Bank.

1. The Borrower shall be entitled:

1) if the date of the principal and (or) interest payment falls on a weekend or holiday, to make such payment on the following Business Day, without paying any forfeit or other types of penalties. In this case, the interest shall be paid based on the actual number of days of the Instrument utilization as of the date of payment;

2) to receive based on application, within a period not exceeding three Business Days, at no charge, no more often than once a month, the information in writing about the distribution (broken down by the principal, interest, fees, forfeit and other types of penalties, and other amounts payable) of the funds received to repay debts under the Agreement and the Supplementary Agreement;

3) upon application for partial or full prepayment of the money provided under the Agreement and the Supplementary Agreement, to receive at no charge, within three Business Days, the information in writing about the amount due broken down by the principal, interest, fees, forfeit, and other types of penalties, and other amounts payable;

4) to prepay the Instrument Debt in part or in full in accordance with the terms and conditions specified in the Individual Agreement and in clause 1 of Article 4 of the Accession Agreement, however, in any event without any forfeit or other types of penalties for prepayment, after 6 (six) months upon receipt of the Instrument issued for less than 1 (one) year, after 1 (one) year upon receipt of the Instrument issued for over 1 (one) year.

5) within 14 (fourteen) calendar days upon receipt of a written notice from the Bank on changing the terms and conditions of the Agreement and (or) the Supplementary Agreement towards their improvement for the Borrower, to refuse from the improving terms and conditions proposed by the Bank;

6) to apply to the Bank in writing in case of any disputable situations on services received.

2. The Bank shall be entitled:

1) in case of breach by the Borrower of the obligations under the Agreement, to send a demand to the Borrower in the manner prescribed by the Agreement and (or) Supplementary Agreements, or by performing other actions, including:

declare the amounts of the Available Funds cancelled and (or);

demand that the Borrower repay all Instruments and Debt, and the amount of any other obligations to the Bank, within 2 (two) Business Days, in a lump-sum payment of the aggregate amount and (or);

foreclose on the Security (any of them) provided, or exercise other rights applicable to the Security, in the manner prescribed by the Applicable Law and (or);

take other measures stipulated by the laws of the Republic of Kazakhstan and (or) the Agreement and (or) the Supplementary Agreement;

2) to verify the intended use of the Loan;

Should the pledgor under the relevant pledge agreement (Security Agreement) prevent the Bank from exercising its right to verify the existence and safety of the subject of pledge, fail to provide the Bank with relevant documents and information related to the subject of pledge, to demand that the Borrower fulfill its obligations under the Agreement ahead of time, and if such demand is not satisfied, to foreclose on the subject of pledge;

3) to demand that the loan be prepaid and interest be paid in case the Borrower fails to repay the regular part of the loan and (or) the interest for more than 40 (forty) calendar days;

4) in case of overdue debt under several bank loan agreements and/or the facility agreements at the same time, to demand that the Borrower repay the debt in the manner determined by the Bank at its own discretion;

5) to suspend accrual of interest, increased interest and other penalties in accordance with the internal documents of the Bank if the Borrower breaches the obligation to pay the interest under the terms and conditions of the Agreement and (or) the Supplementary Agreement;

6) to demand that the Borrower provide information and documents relating to the fulfillment of the terms and conditions of the contract/tender/bids, which the bank guarantee was issued to secure;

7) to assign its rights and transfer obligations under the Agreement and Supplementary Agreements to third parties specified in the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan”, including to collection agencies, without any consent of the Borrower;

8) upon withdrawal by the Bank of money in tenge from the Borrower’s bank accounts to repay the debt in foreign currency, and in case of transfer by the Borrower to the Bank of money in tenge to repay the debt in foreign currency, to convert this money into foreign currency at the current foreign exchange rate set by the Bank, with charging the Borrower with the fees for such conversion, as per the Bank’s tariffs applicable at the time of the relevant transaction;

9) to block the Borrower’s bank account, to which the amount of the short-term bank loan to cover the bank guarantee was credited (to suspend debit transactions on such account), until such amount is transferred to the beneficiary’s account;

10) to have the reverse claim to the Borrower in the amount of the obligation fulfilled by the Bank under a bank guarantee in favor of the beneficiary in accordance with the legislation of the Republic of Kazakhstan, the Borrower’s offer application with the Bank’s acceptance /Supplementary Agreement, bank guarantee and the Agreement, and in the amount of all expenses incurred by the Bank, fees and interest stipulated by the Agreement/ the Borrower’s offer application with the Bank’s acceptance /Supplementary Agreement/Bank tariffs;

11) to demand that the Borrower pay all amounts due under bank guarantees, including fees, expenses, costs incurred in connection with fulfillment by the Bank of obligations under bank guarantees issued under the Agreement, losses, forfeits; to withdraw, by direct debiting and without acceptance, the indicated amounts from any bank accounts of the Borrower;

12) if the Borrower refuses from the service of issuing a bank guarantee before the bank guarantee is signed by authorized representatives of the Bank, upon early cancellation of the bank guarantee, etc., not to refund the commission fees paid previously in accordance with the Agreement/ the Borrower’s offer application with the Bank’s acceptance k/Supplementary Agreement/bank guarantee;

13) if the Instrument was provided in the form of a bank loan, on the day the Instrument is issued, to make direct debit of the amount of the front fee from the loan amount credited to the appropriate bank account of the Borrower;

14) upon prepayment of the loan, to demand the first priority repayment of accrued and unpaid interest, including the interest accrued and deferred to the date of such repayment;

14-1) to terminate business relations with the Borrower by unilaterally refusing to perform the Agreement in following cases:

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

repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the bank accounts of the Borrower;

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

the Bank has reasons to believe that the transactions of the Borrower/counterparty of the Borrower are subject to international economic sanctions or are aimed at evading international economic sanctions; as determined by bank account agreement;

15) the Bank has other rights provided by the Agreement, Supplementary Agreements, Security Agreements and Applicable Law.

3. The Bank shall be obliged:

1) not to increase unilaterally the interest rate established on the date of the Agreement and (or) the relevant Supplementary Agreement, except for the cases:

of breach by the Borrower of the obligations to provide reliable information related to obtaining and servicing of the Loan in the cases stipulated by the Agreement and the Supplementary Agreements;

when the Bank has the right to demand early fulfillment of obligations of the Borrower under the Agreement as provided for by the Civil Code of the Republic of Kazakhstan, and also in cases:

of changes in the composition of participants (shareholders) of the Borrower being a legal entity holding in aggregate 10 (ten) percent or more of shares (participatory interest), without prior written notice to the Bank;

breach by the Borrower and/or pledgor of the right of the Bank (being the pledgee) to verify against documents the Collateral and its actual availability, size, condition and storage terms, and also of third party claims to the property of the Borrower and (or) pledgor, including the property pledged as a Collateral.

In the above cases, the interest rate shall be increased as follows:

5 (five) Business Days prior to the proposed increase in the interest rate, the Bank shall send to the Borrower a written notice stating the reasons for the increase in the interest rate, with an indication of the new interest rate;

within 5 (five) Business Days of such notice by the Bank, the Borrower shall agree with the new interest rate or submit reasonable written objections to the Bank. The Borrower shall be entitled to refuse from the new interest rate and within the term specified in this sub-clause of the Accession Agreement to prepay its debt in full;

if the Bank receives the Borrower's reasonable written objections regarding the new interest rate, it shall take measures to consider and settle those objections.

If the Parties fail to reach an agreement on the objections, the Borrower shall be entitled to apply to court for their settlement.

Disagreement on increasing the interest rate, including the Borrower's recourse to the court, shall not affect the Borrower's obligation to pay the interest at the new rate;

2) not to restrain the Borrower and the pledgor in selecting an insurance organization and (or) appraiser, if the terms and conditions of the Agreement and (or) the Security Agreement stipulate entering into insurance agreements and (or) conducting an appraisal to determine the market value of the property being the Security, and to impose on the Borrower (an individual) the obligation to insure his/her life and health;

3) not to charge a forfeit or other types of penalties for prepayment of the Debt on the Instruments, except in cases of partial or full prepayment of the principal within 6 (six) months of the date of receipt of the Instrument issued for up to 1 (one) year, within 1 (one) year of the date of receipt of the Instrument issued for over 1 (one) year, in the manner and on the terms set forth in Article 4 of the Agreement;

4) not to charge a forfeit or other types of penalties, if the date for repayment of the principal or interest falls on a weekend or holiday, and the interest or principal is paid on the following business day;

5) upon application of the Borrower, to provide, within three Business Days, at no charge and no more often than once a month, the information in writing about the distribution (broken down by the principal, interest, fees, forfeit and other types of penalties, and other amounts payable) of the funds received to repay debts under the Agreement and the Supplementary Agreement;

6) upon Borrower's application for partial or full prepayment of the money provided under the Agreement and the Supplementary Agreement, to inform, at no charge and within three Business Days, of the amount due for repayment broken down by the principal, interest, fees, forfeits and other types of penalties, and other amounts payable.

7) to notify the Borrower on changes in the terms and conditions of the Agreement and (or) the Supplementary Agreement towards their improvement, in the manner prescribed by the Agreement;

8) if there is a delay in the performance of the obligation, however no later than twenty calendar days upon its occurrence, to notify the Borrower in the manner and within the terms provided for in the Agreement:

on occurrence of delay in performance of the obligation under the Agreement, Supplementary Agreement and the need to make payments under the Agreement, Supplementary Agreement with an indication of the amount of overdue debt as of the date specified in the notice;

on consequences of non-performance by the Borrower of its obligations under the Agreement,

Supplementary Agreement.

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

to e-mail specified in the Agreement;

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

using other means of communication that ensure the registration of receipt of the notice by the Borrower.

If the notice is returned with a note that it cannot be delivered to the addressee, recipient, or in connection with refusal to accept it and failure to confirm its acceptance when using other means of communication specified in this sub-clause, the notice shall be deemed duly sent;

9) consider and prepare a written response to a written request of the Borrower;

10) in a unilateral manner:

not to introduce new fees and other payments under the Agreement;

not to change upwards the amounts and procedure of calculation of fees and other payments on loan servicing established as of the date of execution of the Agreement;

11) not to suspend unilaterally the issue of new Instruments under the Agreement, except:

as provided for in clause 6 of Article 4 of the Accession Agreement;

the breach by the Borrower of its obligations under the Agreement;

deterioration of the financial position of the Borrower identified based on the monitoring conducted by the Bank in accordance with the requirements of the regulatory legal act of the authorized body and (or) the Bank's internal credit policy which complies with the International Financial Reporting Standards;

change in requirements of the laws of the Republic of Kazakhstan affecting proper performance of the Agreement by the Bank;

significant (over 25%) change in the exchange rate set by the Bank as of the date of the Transaction versus the exchange rate set by the Bank as of the date of the Agreement, when the Borrower disburses the Credit Line in a currency other than the currency of the Limit;

changes in conditions and (or) sources of raising and (or) generation of credit resources by the Bank, including, but not limited to (from the date of the Agreement):

- adoption of relevant resolutions by authorized bodies of the Republic of Kazakhstan and/or;

- increase (by more than 0.1%) in the base rate of the National Bank of Kazakhstan and/or;

- increase (by more than 5%) in the foreign exchange rate (USD, EUR, RUB, Yuan) to KZT and/or;

- inflation (more than 5%);

12) upon entering into an agreement containing the conditions of transfer of the Bank's right (claim) under the Agreement and the Supplementary Agreement to a third party (the "assignment agreement"), to notify the Borrower (or its authorized representative):

prior to entering into the assignment agreement, on transfer of rights (claims) to a third party, and on processing of the Borrower's personal data in relation to such assignment, in the manner provided for in the Agreement or not inconsistent with the laws of the Republic of Kazakhstan;

on transfer of the right (claim) to a third party, in the manner provided for in the Agreement or not inconsistent with the laws of the Republic of Kazakhstan, within thirty calendar days from the date of the assignment agreement, with an indication of the purpose of further repayment of the Loan to a third party (name and location of the party who the right (claim) under the Agreement and the Supplementary Agreement has been transferred to), the full amount of the transferred rights (claims), and the balance of overdue and current amounts of the principal, interest, fees, forfeit (fine, penalty), and other amounts due.

Article 7. Dispute settlement. Notices

1. Disputes and disagreements under the Agreement shall be resolved in accordance with legislation of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan at the location of the Bank or the branch of the Bank where the Instrument was provided, at the discretion of the Bank (contractual jurisdiction), except in cases of exceptional jurisdiction.

2. The Bank's notices to the Borrower shall be deemed duly executed when those are sent by the Bank in one of the following ways: by courier or postal service; by e-mail; by fax; by mobile and other

telephone communication; by posting relevant information at branches/subdivisions/on the Bank's website at www.halykbank.kz (except as stated in clause 3-8) of Article 6 of the Accession Agreement).

Notices shall be deemed delivered to the Borrower, and the Borrower shall be deemed duly notified if notices are sent in any of the above ways, without the Bank having to receive confirmation of receipt of the notice, except for those notices delivered personally or via courier service, which shall be deemed delivered in case of direct delivery to the Borrower, confirmation by courier service that delivery is impossible due to absence of the Borrower at the delivery address or refusal of the Borrower to receive the notice (except as stated in clause 3-8) of Article 8 of the Accession Agreement).

3. The Borrower's notices to the Bank shall be deemed duly executed, when such notices are sent by the Borrower: by handing over to the authorized employee of the Bank against signature of receipt; by means of courier or postal service.

4. In the event of changes in the Borrower's contact information and details of the Borrower, which the Bank uses to send the notice, the Borrower shall, within 5 (five) Business Days of the changes, send a notice thereof to the Bank or, if the Bank determines that an oral statement of the changes is sufficient, report the necessary information to the Contact Center service of the Bank.

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

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

7. The Bank shall not be liable for any losses incurred by the Borrower in cases specified in clause 5 hereof, unless the Borrower proves that such losses resulted from negligence or willful failure by the Bank to perform its obligations.

Article 8. Final provisions

1. The Bank may make amendments and supplements to the Accession Agreement, which come into effect once published on the Bank's website at www.halykbank.kz, unless otherwise provided therein, and shall apply to Individual Agreements concluded after their introduction.

Prior to the introduction of amendments and supplements to the Accession Agreement, such amendments and supplements shall be applied in the event supplementary agreements to Individual Agreements are concluded between the Bank and the borrowers.

2. The Parties may amend the terms of the Accession Agreement by concluding a supplementary agreement to the Individual Agreement. Such amendments will apply to the relations of the Parties under this particular Individual Agreement.

3. The Individual Agreement shall be deemed to have terminated early from the date of full early repayment of the Instrument and in the absence of any other outstanding obligations of the Borrower to the Bank provided for by the Accession Agreement.

4. All contracts concluded under the Agreement and all annexes thereto shall constitute integral parts thereof, if those are in writing, signed and sealed by the Parties (sealing by the Borrower is optional), except where the Supplementary Agreements are concluded not with all persons who the Agreement is concluded with (pursuant to clause 1-1) of Article 2 of the Accession Agreement). The Agreement, all annexes thereto, Supplementary Agreements and Security Agreements shall constitute a single legal instrument and shall be mutually inseparable from each other.

5. Regarding the disputable issues, the Agreement shall prevail over other agreements, including those entered into (to be entered into) between the Bank and the Borrower (in particular, bank account agreements, etc.), unless the Parties agree otherwise. The Parties agree that after the execution of the Agreement, all previous discussions, promises and representations, and all correspondence shall become null and void and shall be replaced by the terms of the Agreement.

6. The terms of the Agreement, which are not determined by the Accession Agreement, shall be established in the Individual Agreement. In the event of a conflict between the Accession Agreement and the Individual Agreement, it is required to be guided by the Individual Agreement. The relations of the

Parties under the Agreement not regulated by the Accession Agreement and the Individual Agreement shall be governed by the legislation of the Republic of Kazakhstan.

7. Capitalized terms used in the Agreement and annexes thereto shall have the following meanings, unless the context of the Agreement provides otherwise:

Supplementary Agreements -	- agreements (transactions) to be entered into between the Parties; accessory agreement; Borrower's application, Borrower's offer application with the Bank's acceptance represented by the Bank's action of issuing a bank guarantee, under and pursuant to the Agreement, specifying (establishing) the terms for obtaining certain Instruments, and agreements to be entered into between the Parties (or the Bank and third parties), which are related to the Agreement and contain a reference in any form to the Agreement, including the Security Agreements.
Instruments or Financial Instruments	a bank loan, bank guarantee, letter of credit, contingent liabilities, bank surety, bill of exchange guarantee, accounting for promissory notes, leasing, factoring, forfeiting, other types of financial instruments or forms of lending.
Limit -	the maximum amount of Financial Instruments.
Available Funds -	any unused amount of the Limit or any part thereof within the Availability Period under the Agreement.
Debt -	an amount of the Instrument received by the Borrower under the completed transactions (including the amount of guarantees, letters of credit issued by the Bank in favor of third parties, which are outstanding (due) by the Borrower, and such other amounts (interest, increased interest, forfeit, commission fees, etc.), notwithstanding whether the Bank has paid the amount at the request of the beneficiary or not) payable by the Borrower to the Bank under the Agreement and the Supplementary Agreements. Hereinafter, the term "Debt" may definitely mean the amount due under any separate Supplementary Agreement.
Credit Line -	repeated financing by the Bank of the Borrower under the Agreement through bank loans, letters of credit, bank guarantees, bills of exchange guarantee, accounting for promissory notes and other forms of lending, or otherwise providing any financial means both in favor of the Borrower and third parties, according to the Supplementary Agreements.
Revolving -	a debt limit set forth by the Agreement, within which the Instruments are issued and repaid. In this case, a redeemable part of the Instruments shall increase the available balance of the debt limit.
Non-revolving -	means that the Instruments are issued within the set limit, however, a redeemed part of the Instruments shall not increase the available credit limit.
Security -	a pledge, penalty, guarantee, surety, property retention, deposit or other ways to ensure performance of the Obligations provided by the Applicable Law, the Agreement, Supplementary Agreements, or other agreements (transactions), including, but not limited to transactions entered into by the Bank with third parties.
Collateral -	movable and immovable property pledged to the Bank by the pledgor, ensuring the performance by the Borrower of its obligations to repay the loan, pay interest, penalty on the loan, reimburse expenses under the Agreement, to the Bank, and to perform such other obligations of the Borrower to the Bank that may be set forth in the Agreement and the Security Agreements.
Obligations -	the Borrower's obligations (liabilities) under the Agreement, the Supplementary Agreements, including repayment of the Debt, and other obligations of the Borrower to the Bank, which already exist on the

	signing date of the Agreement or will arise during the performance of the Agreement under the Supplementary Agreements.
Transaction -	issue of the Instrument, scheduled/early partial repayment of the Instrument, full repayment of the Instrument within the Limit set forth in the Agreement.
Availability Period -	a period of time during which the Borrower may request the Bank to disburse the Credit Line (to receive any Instrument), beginning from the signing date of the Agreement and ending on the expiry date of the Availability Period specified in the Agreement.
Increased interest -	an amount calculated as follows: overdue balance amount (principal and interest) * number of days overdue * penalty rate/360 days (in a year).
Applicable law-	law of the Republic of Kazakhstan.
Business Day -	any day from Monday through Friday and any other day recognized as such in accordance with the Applicable Law (except for weekends and official, including public holidays, non-business days in accordance with the Applicable Law).
Credit Line Term -	a period of time during which the Borrower may receive the Instruments and on the last day of which the Borrower is obliged to repay the Debt to the Bank under the Agreement, unless another repayment (payment) period is provided for therein.
Consent for Personal Data -	consent to the collection and processing by the Bank of Personal Data of the Data Subject.
Personal Data -	information related to a Data Subject, whether identified or identifiable based on such information, that is recorded on electronic, paper and/or any other tangible media.
Data Subjects -	individuals to whom Personal Data relates.
Increased interest amount -	an amount calculated as follows: overdue balance amount (principal and interest) * number of days overdue * penalty rate/360 days (in a year).
Covenant -	an obligation of the Borrower under the Agreement to perform or refuse performing certain actions.
Loan Turnover -	is the aggregate of all credits to the Borrower's current accounts held with the Bank for a certain period (day, month, quarter, half-year, year) that are recorded in the statements of such current accounts.
Tranche -	a part of the Instruments provided under the Agreement: i) upon conclusion of the Supplementary Agreement based on the Borrower's written applications; ii) in the form of bank guarantees, at the discretion of the Bank, by means of: 1) the Borrower's offer application with the Bank's acceptance; 2) conclusion of the Supplementary Agreement based on the Borrower's written applications.

Article 9. Legal addresses and details of the Parties

Legal addresses, details and signatures of the Parties shall be indicated in the Individual Agreement.