

Standard Terms and Conditions for Providing an Unsecured Guarantee to Secure the Execution of the Purchase Contract, to Secure an Advance Payment and the Terms and Conditions of the Bank Loan Agreement (Accession Agreement)

These Standard Terms and Conditions for Providing an Unsecured Guarantee to Secure the Execution of the Purchase Contract, to Secure an Advance Payment and the Terms and Conditions of the Bank Loan Agreement (Accession Agreement) have been developed by Halyk Bank JSC (the “Guarantor”/the “Bank”) to use when entering into:

agreement for providing an unsecured guarantee to ensure the execution of the purchase contract, securing payment of advance and an amount in accordance with Article 26 of the Law of the Republic of Kazakhstan “On Governmental Procurement”,

bank loan agreement,

in the manner prescribed by Article 389 of the Civil Code of the Republic of Kazakhstan and determine the standard terms and conditions for the provision by the Guarantor of an unsecured guarantee to secure the execution of a contract, to secure payment of advance and an amount in accordance with Article 26 of the Law of the Republic of Kazakhstan “On Governmental Procurement” and the loan agreement under the lending programs for small, medium and corporate businesses.

The Accession Agreement with standard terms is entered into by and between the Guarantor/Bank and the Applicant/Borrower (the “Applicant/Borrower”) (hereinafter jointly referred to as the “Parties” and individually as the “Party”) through:

acceding of the Applicant to the Accession Agreement and sending a duly executed Unsecured Guarantee Application Form to secure the performance of the agreement or to secure payment of advance and the amount by the Applicant to the Guarantor in accordance with Article 26 of the Law of the Republic of Kazakhstan “On Governmental Procurement” (the “Guarantee”) according to the form as provided by the Guarantor (the “Application Form”). If the Guarantor accepts the Application Form, the Guarantor shall accept it within 10 (ten) calendar days by issuing the Guarantee on the terms stated in the Application Form and the Accession Agreement;

signing an individual bank loan agreement between the Bank and the Borrower (application for accession) (the “Individual Agreement”).

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

Whereas:

The Applicant is recognized as the winner of competitive bidding (bids, tenders, auctions) for procurement of goods, works, services (the “Bids”) arranged by the Bids initiator and the Contract on Procurement (Purchase) of goods/services/works/ (the Purchase Contract) is entered into between the Applicant represented by the supplier and the beneficiary (the “Beneficiary”) represented by the customer. In accordance with the terms and conditions of the Purchase Contract, the Applicant should deposit the amount of security for securing performance of obligations under the Purchase Contract or advance payment or the amount pursuant to Article 26 of the Law of the Republic of Kazakhstan “On Governmental Procurement”;

the authorized body/person of the Applicant/Borrower, being a legal entity, has complied with all required procedures and passed appropriate resolutions to obtain a bank guarantee and a bank loan provided by the Guarantor/Bank using standard unsecured guarantee/bank loan terms and conditions;

the Applicant/Borrower shall accede to the Accession Agreement.

Article 1. Procedure and Terms for the Guarantee Provision

1.1. The Guarantor shall issue the Guarantee in the amount specified in the Application Form and in accordance with the Purchase Contract and perform its obligations under the Guarantee in case of receiving a duly executed written demand from the Beneficiary on paper and/or through web portals (upon issue of electronic bank guarantees on relevant web portals) (the “Beneficiary’s Demand”).

In this case, the conditions resulting in the responsibility of the Guarantor (to make a payment) under the issued Guarantee shall be specified in the Guarantees to be issued.

The Guarantor shall have the right to refuse to perform obligations under the Guarantee provided to the Beneficiary if Beneficiary's Demands do not comply with the terms of the Guarantee.

1.2. The Guarantee only covers the valid demands of the Beneficiary.

1.3. The Applicant shall pay the Guarantor a fee for issuing the Guarantee in the amount established by the Guarantor's tariffs, as well as other fees specified in the Guarantor's tariffs (including, but not limited to, for amending the Guarantee), which the Applicant is familiar with and unconditionally agrees to. In addition to fees, the Applicant shall pay the Guarantor expenses, costs, penalties, losses incurred under the Agreement, in accordance with written requirements of the Guarantor and the terms of the Agreement.

1.4. The fee for issue of the Guarantee shall be paid to the Guarantor on the day the Guarantee is issued, by withdrawal (without acceptance) of the amount of fee established by the Guarantor's tariffs from Applicant's bank accounts opened with the Guarantor, by direct debiting of bank accounts.

1.5. If the Guarantee is amended in terms of the amount and/or the Guarantee Period, which is made only with the consent of the Guarantor, the Applicant shall pay the fee in accordance with the tariffs of the Guarantor.

1.6. If the Guarantee or the amendment thereto fail to enter into force, the Guarantor shall not refund to the Applicant the amount of fee previously paid for issuing/amending the Guarantee.

Article 2. Guarantee Amount and Period

2.1. The amount of the Guarantee shall be indicated in the Application Form and in the Guarantee. Obligations of the Guarantor to the Beneficiary are limited to the amount specified in the Guarantee.

2.2. The Guarantee currency is tenge.

2.3. The Guarantee shall be issued for the period (the "Guarantee Period") specified by the Applicant in the Application Form.

The Beneficiary's Demands under the Guarantee shall be raised during the Guarantee Period, whereafter the Guarantee shall become null and void.

2.4. The Guarantee commencement date shall be the date the Guarantee is signed on by authorized persons of the Guarantor, or the date of the occurrence of the event specified in the Guarantee.

2.5. The Guarantee expiry date shall be determined by the event specified therein.

2.6. The Guarantee shall terminate in the cases provided for by the Guarantee, the Agreement and the legislation of the Republic of Kazakhstan.

Article 3. Payment and Return of the Guarantee Amount

3.1. Upon receipt by the Guarantor of the Beneficiary's Demand under the Guarantee (about payment of the Guarantee Amount), the Guarantor shall notify the Applicant thereon no later than the day following the day of the Beneficiary's Demand receipt.

On the date of notification of the Applicant, if the amount of money on the Applicant's bank accounts opened with the Guarantor is sufficient to fulfill the Beneficiary's Demand (in part/in full), the Guarantor shall withdraw the amount under the Beneficiary's Demand in an undisputable (non-acceptance) manner by direct debiting the Applicant's bank accounts, or in other ways provided for by the legislation of the Republic of Kazakhstan.

In this case, the Applicant agrees that if the currency of the breached obligation and the currency of amounts withdrawn/received by the Guarantor without acceptance are different, the Guarantor shall convert the withdrawn amounts into the currency of the obligation to be performed by the Applicant at the rate set by the Guarantor on the date of debiting.

If the Beneficiary's Demands do not comply with the terms and conditions of the Guarantee (in accordance with the opinion/resolution of the Guarantor), the amount withdrawn by the Guarantor under the Beneficiary's Demand will be returned to the Applicant's bank account by wire transfer.

If, on the date the Guarantor notifies the Applicant of receipt of the demand, the amount on the Applicant's bank accounts is insufficient, the Applicant, within 2 (two) business days upon receipt of the Guarantor's notification, shall be obliged to satisfy the Beneficiary's Demand in full. In this case, the Applicant shall credit the required/insufficient amount as per the Beneficiary's Demand to the bank account

of the latter opened with the Guarantor or to the Guarantor's details specified in the relevant notification to be debited by the Guarantor and paid in favor of the Beneficiary.

3.2. If the Applicant fails to deposit the Guarantee Amount on its bank account in the manner provided for in Clause 3.1 of the Accession Agreement, or if funds in the Applicant's bank accounts opened with the Guarantor are insufficient to meet the Beneficiary's Demand, the Applicant's obligation to the Guarantor shall be deemed and recorded as an obligation to repay a short-term loan in the amount of the Guarantee or in the amount of the shortfall required to meet the Beneficiary's Demand under the terms and conditions set forth in the Individual Agreement.

3.3. In case of delay in reimbursing the Guarantor of the Guarantee Amount within the period established by clause 3.1 hereof, the Applicant shall pay the Guarantor a forfeit for each day of delay at the rate of 0.05% (zero point zero five percent) of the amount due of the outstanding amount of the Guarantee Amount (until the date of loan disbursement in accordance with the terms of Clause 4 of the Accession Agreement).

Article 4. Financing Terms

4.1. If the Applicant fails to satisfy or does not fully satisfy the Beneficiary's Demand, the Bank shall grant the Borrower a short-term bank loan (the "Loan") at its discretion and at its own expense.

The Individual Agreement shall determine the date and place of conclusion of the Agreement, its number, details of the Bank and the Borrower, the purpose, amount, currency and term of the Loan.

4.2. The Individual Agreement shall determine the type of interest rate on the Loan (the "Interest"), the amount of interest rate in annual percentage, the amount of interest rate in a reliable, annual, effective, comparable calculation (the "AEIR") as of the date of the Agreement, and the procedure for calculating the floating interest rate, if the Agreement provides for a floating interest rate.

4.3. The Individual Agreement shall determine the procedure, the method of repayment and the sequence of repayment of debt under the Agreement.

4.4. If the Borrower fails to repay the Loan and/or the Interest, the Borrower shall pay to the Bank a forfeit, the calculation and amount of which shall be specified in the Individual Agreement.

4.5. The Individual Agreement shall determine full list of fees and other payments, as well as amounts thereof, to be charged in connection with granting and servicing of the Loan.

The Individual Agreement shall determine the procedure and frequency of Loan repayment and interest payment.

The Borrower undertakes to:

1) ensure the availability of funds on the Borrower's current account in an amount sufficient for repayment of the principal debt and interest, payment of interest, forfeit (penalty) and other payments in favour of the Bank, by the deadlines provided for in the Individual Agreement;

2) when the scheduled payment date arrives, to ensure the amount of money in the Borrower's current account sufficient for repayment of the principal debt, interest for which the scheduled payment is to be made in accordance with the payment schedule.

The Bank accepts money for repayment of the Loan/Debt on Business Days.

Payments under the Individual Agreement shall be made by the Borrower until 6.00 p.m. Astana time. If a payment under the Individual Agreement is made after 6:00 p.m. Astana time, such payment shall be deemed to have been made on the next Business Day.

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.

4.6. The term of the Loan shall be determined by the Individual Agreement.

4.7. 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.

4.8. The liability of the Borrower/Applicant 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/Applicant from liability, except for cases expressly provided for in the Agreement.

4.9. If the Loan is provided in foreign currency, the fees, fines and penalties under the Agreement shall be paid in tenge at the Bank's rate of discount as of the date of payment.

Article 5. Miscellaneous

5.1. The period for accrual of interest shall start from the date following the date of disbursement of the Loan. The interest shall be accrued on actual amount of the Loan granted. The actual number of days (by the calendar) shall be the basis for the calculation of interest on the Loan; the year shall be assumed to be 360 days.

5.2. The Borrower may not assign its rights and transfer obligations under the Agreement to third parties without prior written consent of the Bank.

5.3. When the Bank assigns the right (claim) under the Agreement to a third party, the requirements and restrictions imposed by the legislation of the Republic of Kazakhstan with regard to the relationship between the Bank and the Borrower under the Agreement shall apply to the legal relationship of the Borrower and a third party to whom the right (claim) has been assigned to.

Article 6. Changing the Terms and Conditions of the Agreement in the Borrower's Favour

6.1. The Bank has the right to unilaterally change the terms and conditions of the Agreement in cases of their improvement for the Borrower as provided by Clause 3 of Article 34 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan".

The Bank shall notify the Borrower of the application of the improved terms and conditions under the Agreement at least fourteen calendar days prior to their intended implementation.

Within fourteen calendar days as of the receipt of the Bank's notification, the Borrower has the right to reject in writing the improved terms and conditions proposed by the Bank in whole or in part.

If the Bank does not receive a written refusal from the Borrower to apply the Bank's proposed improvement clauses within the specified period, they shall be deemed to be accepted by the Borrower.

Article 7. Early Repayment, Refusal and Suspension of Financing

7.1. The Borrower has the right to repay the Loan (in whole or in part) to the Bank prior to maturity with the Bank's written consent having notified the Bank thereof in writing in advance:

- 1) 1 (one) business day in advance;
- 2) 2 (two) business days in advance, in case of contacting the district division of the Bank and (or) other oblast/regional branch of the Bank, which did not participate in the provision of the Loan and, accordingly, is not specified in the Agreement.

7.2. The Bank has the right to refuse to grant the Borrower the Loan and/or demand its early repayment with the interest accrued, or suspend further financing:

upon occurrence of any of the following grounds:

- 1) the Borrower has defaulted on the Agreement;
- 2) the Borrower's property has been seized, restricted or foreclosed on by third parties;
- 3) the Borrower is involved in court proceedings as a defendant with a claim amounting to 5% (five per cent) or more of the total debt of the Borrower under the Agreement;
- 4) the disbursement of the Loan would result in exceeding the maximum statutory risk limit per borrower for a group of debtors related to the Borrower;
- 5) the Borrower has provided false information regarding its financial standing;
- 6) the Borrower's financial position has deteriorated as a result of monitoring conducted by the Bank in accordance with regulatory legal act of the authorized body and (or) the Bank's internal credit policy in compliance with International Financial Reporting Standards;
- 7) a third party files a claim on declaring the Borrower bankrupt or initiating any procedure used in bankruptcy or rehabilitation by a court decision;
- 8) filing a claim to declare the Agreement null and void and/or unconcluded and/or challenging the Agreement in whole or in part, or threatening the occurrence of the said circumstances;
- 9) third parties affiliated (related) to the Borrower have violated at least one of their obligations to the Bank;
- 10) the provision of the Loan will cause the Bank to be in breach of Applicable Law, including prudential standards, for as long as such breach is likely to continue;

11) If it is impossible to take measures for due diligence, provided for by the legislation of the Republic of Kazakhstan, as well as if there are suspicions that the business relations are used by the Borrower for the purpose of money laundering or terrorism financing;

12) if there are suspicions that debit transactions on the account are conducted for the purpose of money laundering or terrorism financing;

13) 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;

14) deregistration of the Borrower as an individual entrepreneur with the state revenue authority;;

15) when the Borrower applies to the authorized body for the application of out-of-court bankruptcy proceedings on the grounds provided for by the Law of the Republic of Kazakhstan “On Re-establishing Solvency and Bankruptcy of Citizens of the Republic of Kazakhstan”;

16) the Borrower has committed other violations of the terms and conditions of the Agreement (including violations of provisions of covenants under the Agreement) or any other agreement concluded with the Bank, including cases when the Borrower violated its obligations to any third parties under any agreement (contract);

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

7.3. If the Borrower breaches the obligations under this Accession Agreement:

1) the due dates for all of the Borrower's obligations under the Agreement shall be deemed to have arisen and the Bank shall be entitled to demand performance thereof;

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

Article 8. Financial Information

8.1. The Borrower undertakes to timely provide the Bank with the following:

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 legislation of the Republic of Kazakhstan;

2) quarterly financial statements in the form and substance established by the legislation of the Republic of Kazakhstan, including consolidated financial statements during the term of the Agreement, unless other periodicity of financial statements and the deadline for their submission are determined by the Bank;

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 legislation of the Republic of Kazakhstan, 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/additions, 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 9. Rights and Obligations of the Parties. Restrictions for the Bank

9.1. The Applicant/Borrower shall be entitled to:

- 1) familiarize with the Beneficiary's Demand;
- 2) submit an application to the Guarantor in writing to extend the term or amend the amount of the Guarantee;
- 3) if the date of repayment of the principal debt and (or) the interest falls on a weekend or a holiday, make such payment on the next business day without any forfeit and other types of penalties. In this case, the interest shall be paid based on the actual number of days of using the Loan as of the date of payment;
- 4) upon request, to be informed in writing, free of charge, within a period of no more than 3 (three) business days and not more than once a month, on the breakdown of amounts received to repay the debt under the Agreement (by principal debt, interest, fees, forfeits and other types of penalties as well as other amounts payable);
- 5) upon application for the partial or full prepayment to the Bank of amounts provided under the Agreement, within a period of no more than 3 (three) business days, receive in writing, at no charge, the information on the amount due broken down by the principal debt, interest, fees, forfeits and other types of penalties, as well as any other payable amounts;
- 6) partially or in full, prepay the principal debt in accordance with the terms stated in clause 7.1 of Article 7 of the Accession Agreement, but in any case without paying a forfeit or other types of penalties for prepayment, upon the expiration of 6 (six) months from the date of receipt of the Loan granted for a period of up to 1 (one) year, or upon expiration of 1 (one) year from the date of receipt of the Loan granted for a period exceeding 1 (one) year;
- 7) within 14 (fourteen) calendar days from the date of receipt of the Bank's written notice of a change in the terms and conditions of the Agreement towards their improvement for the Borrower to reject the improved terms and conditions proposed by the Bank;
- 8) apply to the Bank in writing in case of disputes regarding the services received.

9.2. The Guarantor/Bank shall be entitled to:

- 1) repudiate the Agreement (in particular, refuse to issue the Guarantee in favor of the Beneficiary, change the terms of the Guarantee) in cases where the Applicant breaches the obligations under the Agreement and (or) the Applicant fails to meet the Guarantor's requirements;
- 2) have the right of recourse against the Applicant in the amount of an obligation discharged by the Guarantor under the Guarantee in favor of the Beneficiary, in accordance with the legislation of the Republic of Kazakhstan and the Agreement;
- 3) in case of a failure to pay or untimely payment by the Applicant of the outstanding debt under the Guarantee, in violation of the terms established by clause 3.1. of the Accession Agreement, as well as amounts due (commission, forfeit, costs, expenses etc.), the Guarantor shall be entitled to debit the amount due from the Applicant's bank accounts opened with the Guarantor and from any bank accounts of the Applicant opened with other banks and organizations engaged in certain types of banking operations in its favour, in an undisputable (non-acceptance) manner by direct debiting the Applicant's bank accounts, or otherwise provided for by the legislation of the Republic of Kazakhstan;
- 4) request and obtain any necessary information on the financial position of the Applicant, and verify its financial standing;
- 5) demand the Applicant to return the Guarantee Amount paid in favor of the Beneficiary and other debts under the Agreement and the Guarantee;
- 6) demand the Applicant to provide a cash cover or other security acceptable to the Guarantor for the Guarantee in the amount of the Guarantee if it is detected that unreliable information has been provided, the Applicant is involved in legal proceedings and/or its financial situation has deteriorated, in particular, if the Applicant no longer meets the requirements under which the Guarantee was provided thereto;
- 7) to demand that the Applicant provide information and documents relating to the fulfillment of the terms and conditions of the contract/agreement, which the Guarantee was issued to secure;
- 8) assign its rights and obligations under the Agreement to third parties under the legislation of the Republic of Kazakhstan without the consent of the Applicant;
- 9) charge and collect any fees, penalties and other amounts due from the Applicant/Borrower to the Guarantor/Bank in accordance with the terms and conditions of the Agreement;
- 10) in case of violation by the Borrower of obligations under the Agreement, by sending the Borrower a demand in the manner provided for in the Agreement, or by performing other actions:
 - to demand from the Borrower early repayment of the Loan and repayment of other debts under the Agreement, as well as the debts of the Borrower under other agreements concluded with the Bank within 2

(two) business days from the date the Bank's demand is sent to the Borrower, unless another period is specified in such a demand, and (or);

take other measures provided for by the legislation of the Republic of Kazakhstan and (or) the Agreement;

11) check the intended use of the Loan;

12) demand early repayment of the Loan and payment of interest should the Borrower breach the terms to repay the next part of the Loan, or to pay interest, for more than 40 (forty) calendar days;

13) if the Borrower has overdue debt under several bank loan agreements, repay the debt in the manner as determined by the Bank at its discretion;

14) suspend the accrual of interest, increased interest and other penalties in accordance with the internal documents of the Bank in case of violation by the Borrower of the obligation to pay interest in accordance with the terms of the Agreement;

15) unilaterally change/amend the terms of the Agreement towards their improvement for the Borrower in cases provided for by clause 3 of Article 34 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan";

16) assign its rights and transfer obligations under the Agreement 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;

17) upon withdrawal of money in tenge by the Bank from the Borrower's bank accounts to repay the debt in foreign currency, as well as when the Borrower transfers money to the Bank in tenge to repay the debt in foreign currency, convert this money into foreign currency at the current foreign currency sale rate established by the Bank, with charging the Borrower with fees for such conversion, in accordance with the Bank's tariffs in force at the time of the relevant transaction;

18) in case of early repayment of the Loan, demand the first-priority repayment of the accrued and unpaid interest, including the interest accrued and deferred as of the date of such repayment;

19) at its own discretion to refuse to disburse the Loan provided for in Article 4 of the Accession Agreement;

20) block the Borrower's account the Loan amount is credited to until it is transferred to the Beneficiary's account;

21) terminate business relations with the Applicant/Borrower by unilaterally refusing to perform the Agreement in the following cases:

a) occurrence, in the course of the examination of transactions, of suspicions that the business relationship is being used by the Applicant/Borrower for the purpose of money laundering or for terrorism financing;

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

c) the existence of sanctions against the Applicant/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);

d) if the Bank has reasons to believe that the transactions of the Applicant/Borrower/counterparty of the Applicant/Borrower and their beneficiary owners are subject to international economic sanctions or are aimed at circumventing international economic sanctions;

e) determined by the Bank Account Agreement and (or) other contracts/agreements concluded with the Bank;

f) to reject establishing business relations with the Applicant/Borrower if it is impossible to take measures for due diligence, provided for by the current legislation of the Republic of Kazakhstan, as well as if there are suspicions that the business relations are used by the Applicant/Borrower for the purpose of money laundering or terrorism financing;

g) demand information and documents from the Applicant/Borrower (its representative), which is required for identification of the Applicant/Borrower, and the information on tax residency, type of activity and source of financing the transactions made;

h) demand from the Applicant/Borrower (its representative) to provide other information and documents required by the Bank's internal regulatory documents and procedures on anti-money laundering and countering the financing of terrorism and (or) within the framework of fulfilling the requirements established by international economic sanctions;

i) refuse to accept electronic documents for execution on the grounds set out in the Bank's internal regulatory documents and procedures on anti-money laundering and combating the financing of terrorism if the Bank has reason to believe that the transactions of the Applicant/Borrower/counterparty of the Applicant/Borrower are subject to international economic sanctions or are aimed at circumventing international economic sanctions;

j) not to accept electronic documents for processing on the grounds, but not limited to, those set out in the terms and conditions of the Accession Agreement to Onlinebank HALYK Services;

k) suspend debit transactions on the account if there is a suspicion that such transactions are made for the purpose of money laundering and terrorism financing;

l) terminate business relations with the Applicant/Borrower by unilaterally refusing to perform the Agreement in the following cases:

- occurrence, in the course of the examination of transactions, of suspicions that the business relationship is being used by the Applicant/Borrower for the purpose of money laundering or for terrorism financing;

- repeated refusals to conduct debit transactions on the Account or suspension of all transactions on the bank accounts of the Applicant/Borrower;

22) the Bank has other rights provided for by the Agreement, and (or) other contracts/agreement concluded with the Bank and the Applicable Law.

9.3. The Applicant/Borrower shall be obliged to:

1) provide the Guarantor with the Purchase Contract and other documents as requested by the Guarantor/Bank;

2) perform the terms and conditions and obligations assumed under the Agreement and (or) other contracts/agreements concluded with the Bank, Bids, Purchase Contract and other obligations secured by the Guarantee;

3) timely notify the Guarantor of any extension of the Purchase Contract by submitting an amendment to the Purchase Contract specifying new terms;

4) reimburse the Guarantor for the Guarantee Amount paid by the Guarantor at the Beneficiary's Demand, as well as the expenses incurred by the Guarantor, and to pay the fees stipulated in the Agreement and the Guarantor's tariffs;

5) ensure that conclusion of the Agreement is approved by all its authorized bodies and persons, in accordance with all procedures, including if it is found that the Agreement has been concluded in violation of the procedures, competence or other conditions determined by the legislation and/or constituent documents of the Applicant/Borrower, or if such approval can be achieved only after this Agreement is concluded;

6) notify the Guarantor in writing of any changes in the signatories of contracts and other documents on behalf of the Applicant/Borrower within 3 (three) business days of such changes;

7) notify the Guarantor in writing of any change or possible change in its legal status, the actual termination of its operations due to liquidation, bankruptcy, etc., and the occurrence of a real threat to the fulfilment of the terms and conditions of the Agreement in connection therewith, within 3 (three) business days from the date of such change or possible change;

8) not to undertake during the validity of the Agreement priority obligations to third parties, other than those of primary importance in accordance with the legislation of the Republic of Kazakhstan;

9) reimburse the Guarantor/Borrower for any expenses and losses if any measures are applied against the Guarantor/Bank for violation of the personal data legislation due to the breach by the Applicant/Borrower of its obligations hereunder;

10) without prior written consent of the Bank:

- not to receive loans, not to assume obligations under guarantee agreements and/or other financial instruments, not to provide loans, guarantees, sureties and/or other financial instruments, and not to make other transactions of a similar legal nature;

- not to enter into pledge agreements, option agreements, or otherwise create any encumbrances and/or dispose of its property, current and future income from one or more transactions (whether related or not) in the amount of more than 10% (ten percent) of its assets during the term of the Agreement;

11) prevent changes in the composition of participants (shareholders) of the Borrower/Applicant, the number of authorized shares/decrease in the charter capital, change of the chief executive of the

Borrower/Applicant and the chief executive of Borrower/Applicant's major participant/shareholder being a legal entity of the Borrower/Applicant;

12) not to use the Loan to purchase the Bank's shares and to purchase the Bank's subordinated bonds, which are unsecured obligations of the Bank that meet the criteria for classification of instruments as part of the Bank's equity as set out in the regulatory legal act of the authorized body that determines the regulatory values and calculation methods for prudential standards and other mandatory standards, limits and the amount of the Bank's equity;

13) not to carry out voluntary reorganization or liquidation of the Borrower/Applicant;

14) not to distribute dividends or income in any other form among the shareholders (participants) of the Borrower;

15) without prior notice not to change the Borrower/Applicant's core business, not to start a new type of activity, not to establish subsidiaries or other legal entities (independently or together with third parties);

16) when amending and (or) modifying its constituent documents and (or) the register of shareholders (participants in a business partnership) holding ten or more percent of ordinary shares (participatory interest) of the Borrower, which disclose information about all owners of shares in the charter capital of the Borrower holding ten or more percent of ordinary shares (participatory interest) to the ultimate owners of ordinary shares (participatory interest) in the charter capital of the Borrower, provide the Bank with notarized copies of such amendments and (or) modifications to the specified constituent documents and (or) the register of shareholders (participants of a business partnership) immediately, but in any case no later than 3 (three) business days upon registration of such amendments and (or) modifications, as well as ensure that the requirements of this sub-clause are met by its subsidiaries;

If the composition of the Borrower's executive body and/or management body changes, if there are changes in the Borrower's postal and banking details, its registered office and in contact details (including e-mail address, mobile/cell phone numbers) of the Borrower's contact person, and if the Borrower's contact person changes, notify the Bank in writing with new information with relevant supporting documents being submitted immediately, but in any case no later than 3 (three) business days upon occurrence of the above changes;

17) prevent the involvement of the Borrower/threat of involvement of the Borrower in the procedures provided for by the legislation of the Republic of Kazakhstan on rehabilitation and bankruptcy, procedures for compulsory liquidation or other forms of termination of the Borrower's activities;

18) notify the Bank in writing:

on the opening of bank accounts with banks and organizations engaged in certain types of banking operations, within 3 (three) business days from the date of opening and provide the Bank with relevant supporting documents;

of its insolvency or the threat thereof, or the application or threat thereof of rehabilitation or bankruptcy proceedings against the Applicant/Borrower;

of circumstances that may adversely affect the Applicant/Borrower's proper performance of obligations under the Agreement, including:

— anticipated liquidation or reorganization of the Applicant/Borrower being a legal entity;

— seizure of the property of the Applicant/Borrower, including money on the Applicant/Borrower's bank accounts with any banks, organizations engaged in certain types of banking operations and other financial institutions;

— legal proceedings in state, arbitration and mediation courts involving the Applicant/Borrower as a defendant;

— if any person challenges the validity of the Agreement;

19) fulfill monetary obligations under the Agreement in priority to all other monetary obligations, both those existing at the date of the Agreement and arising in the future, except for cases stipulated in the Applicable Law and (or) by mutual agreement of the Parties;

20) at the written request of the Bank and within the terms specified by the Bank, provide any documents and information required by the Bank under the Agreement;

21) provide and ensure that the Bank, including upon the first written request of the Bank, is provided with duly executed Consents on Personal Data of the Owners of Personal Data whose Personal Data are up-to-date and correct;

22) take measures to prevent cases of: revocation of any of the Personal Data Consents provided to the Bank, anyone challenging their validity, annulment of any of the Personal Data Consents provided to the Bank, requests by the Owners of Personal Data to destroy, block, depersonalize the Personal Data of the Owners of Personal Data provided to the Bank; application of measures to the Bank for violation of the legislation on personal data due to non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement related to the provision to the Bank of Personal Data Consent and/or Personal Data of the Owners of Personal Data;

23) reimburse the Bank for any costs and losses incurred thereby in the event that any measures are applied to the Bank for violation of the legislation on Personal Data due to non-fulfillment or improper fulfillment by the Applicant/Borrower of obligations under the Agreement related to the provision to the Bank of Personal Data Consent and/or Personal Data of the Owners of Personal Data;

24) properly fulfill the special conditions specified in the Individual Agreement and other obligations of the Borrower under the Agreement;

25) use the Loan for its intended purpose. When the Bank conducts inspections on the intended use of the Loan, provide assistance in its organization (provision of information and (or) documentation requested by the Bank, provision of access to production and other facilities, etc.);

26) pay to the Bank all amounts of fees, costs, expenses established by the Agreement/tariffs of the Bank, including but not limited to payment of:

- expenses incurred by the Bank to obtain the fulfillment of obligations to repay the Loan amount, interest thereon, forfeit (fine, penalty); recovery from the Borrower of the amount of Debt in a judicial/extrajudicial procedure, including the state duty paid by the Bank when applying to the judicial authorities;

- notary services (including the costs of certifying copies of the Agreement required for the Bank to satisfy its claims under the Agreement);

- travel expenses related to litigation, costs of consultant services, while the right to select a consultant on foreign law/international norms/rules, including on litigation (on legal relations under the Agreement regulated by international rules/norms and/or legislation other than the legislation of the Republic of Kazakhstan) shall be retained with the Bank;

- any other documented expenses (losses) incurred by the Bank when collecting the Debt from the Borrower, as well as other expenses associated with servicing the Loan;

27) in case of payment by the Bank of any expenses in favour of foreign banks on behalf of the Borrower, the Bank may withdraw the stated debt from any accounts of the Borrower without notice by direct debiting of the Borrower's bank accounts opened with the Bank. In this case, the obligation and responsibility for the calculation and transfer to the budget of the corporate income tax at the source of payment from the income of non-residents rests with the Borrower, since those expenses are Borrower's expenses, and the Borrower is recognized as a tax agent;

28) on the due date of a scheduled payment, ensure that money in the currency of the Loan to be repaid is available in the bank account specified in the Agreement;

29) provide at the request of the Bank necessary documents to verify the financial condition of the Borrower until full repayment of the debt under the Agreement. The number of inspections and their terms shall be determined by the Bank and shall not be coordinated with the Borrower;

30) при оплате комиссий и других платежей в пользу нерезидентов Республики Казахстан обязанность по исчислению корпоративного подоходного налога, удерживаемого у источника выплаты с доходов нерезидентов возникает у Заемщика, так как согласно налогового законодательства Республики Казахстан Заемщик является налоговым агентом;

9.4. The Guarantor/Bank shall be obliged to:

1) provide the Guarantee on such terms, in such amounts and within such time limits as stipulated in the Application Form and the Accession Agreement, upon receipt of the necessary documentation, payment of the Guarantee issue fee and provided that the Applicant complies with the Guarantor's requirements;

2) notify the Applicant of receipt of the Beneficiary's Demand;

3) not to increase unilaterally the interest rate established on the date of the 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;

when the Bank has the right to demand early fulfillment of the Borrower's obligations under the Agreement as provided for by the Civil Code of the Republic of Kazakhstan (General and Special Parts):

changes in the composition of the Borrower's participants (shareholders) holding 10 (ten) per cent or more of the shares (participatory interest) in aggregate without prior written notice to the Bank.

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

5 (five) business days before the expected increase in the interest rate, the Bank shall send the Borrower a written notice stating the reasons for the increase in the interest rate, and indicating the new interest rate;

within 5 (five) business days from the date of such notification by the Bank, the Borrower agrees to new interest rate or submits justified written objections to the Bank. The Borrower shall have the right to reject new interest rate and must repay its debt under the Agreement ahead of schedule in full within the period specified in this sub-clause of the Accession Agreement;

if the Bank receives justified written objections from the Borrower regarding the new interest rate, the Bank will take steps related to their review and settlement.

If the Parties fail to reach an agreement on the objections, the Borrower may file a lawsuit in court to resolve them;

4) not charge a forfeit or other types of penalties for early repayment of the Loan, except for cases of partial or full early repayment of the principal debt before expiration of 6 (six) months from the date of receipt of the Loan issued for a period of up to 1 (one) year, before expiration of 1 (one) year from the date of receipt of the Loan issued for a period exceeding 1 (one) year, in the manner and on the conditions provided for in Article 7 of the Accession Agreement;

5) not charge a forfeit or other types of penalties if the date of repayment of the principal debt or interest falls on a weekend or a holiday, and payment of the interest or principal debt is made on the following business day;

6) upon Borrower's request, to be informed in writing, free of charge, within a period of maximum three business days and not more than once a month, on the breakdown of amounts received to repay the debt under the Agreement (by principal debt, interest, fees, forfeits and other types of penalties as well as other amounts payable);

7) upon application of the Borrower for the partial or full early repayment to the Bank of amounts provided under the Agreement, within a period of no more than 3 (three) business days, receive in writing, free of charge, the information on the amount due broken down by the principal debt, interest, fees, forfeits and other types of penalties, as well as any other payable amounts;

8) notify the Borrower of changes in the terms of the Agreement towards their improvement in the manner prescribed by the Agreement;

9) if there is a delay in the performance of the obligation, but no later than 20 (twenty) calendar days from the date of its occurrence, notify the Borrower in the manner and within the terms provided for in the Agreement:

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

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

The notification shall be deemed delivered, if it is sent to the Borrower by one of the following methods stipulated by the Agreement:

to the e-mail address 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 notification by the Borrower.

If the notification is returned with a note that it cannot be delivered to the addressee, recipient, or in connection with refusal to accept it, as well as the failure to confirm its acceptance when using another means of communication specified in this sub-clause, the notification shall be deemed to be duly sent if there is a delay in performance of the obligation, but no later than 30 (thirty) calendar days from the date of its occurrence, notify the Borrower in the manner and within the timeframes provided for in the Agreement of the need to make payments under the Agreement with indication of the amount of overdue debt and of the consequences of the Borrower's failure to perform its obligations under the Agreement;

10) consider and prepare a written response to a written request from the Borrower;

11) unilaterally:

not to change upwards the size and procedure for calculating fees and other payments for servicing the loan established on the date of the conclusion of the Agreement;

not introduce new fees and other payments under the Agreement;

12) when concluding an agreement containing the conditions for the transfer of the Bank's right (claim) under the Agreement to a third party (the "Claim Assignment Agreement"), notify the Borrower (or an authorized representative thereof):

before concluding the Claim Assignment Agreement for transfer of rights (claims) to a third party, as well as for the processing of personal data of the Borrower in connection with such an assignment as provided for in the Agreement, or in the manner not contradicting the legislation of the Republic of Kazakhstan;

on the transfer of the right (claim) to a third party taken place as provided for in the Agreement, or in the manner not contradicting the legislation of the Republic of Kazakhstan, within thirty calendar days from the date of the conclusion of the Claim Assignment Agreement, indicating the purpose of further payments to repay the Loan to a third party (name and location of the party who the right (claim) under the Agreement was transferred to), the full volume of the transferred rights (claims), as well as the balances of overdue and current amounts of the principal debt, interest, fees, forfeit (fine, penalty) and other amounts payable.

Article 10. Dispute Resolution Procedure. Notifications

10.1. If any disputes or disagreements under the Agreement are not settled through negotiations, they shall be resolved by applying the legislation of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan at the location of the Guarantor/Bank or a branch thereof in which the Loan/Bank Guarantee is provided, at the discretion of the Guarantor/Bank (contractual jurisdiction), except for cases of exclusive jurisdiction.

10.2. Notifications from the Guarantor/Bank to the Applicant/Borrower shall be deemed duly served when such notifications are sent by the Guarantor/Bank by one of the following means: courier or postal service; e-mail; fax; mobile and other telephone communication; posting information in branches/subdivisions/on the website of the Guarantor/Bank at: www.halykbank.kz (except for the cases specified in sub-clause 10) of clause 9.4 of Article 9 of the Accession Agreement).

Notices shall be deemed delivered to the Applicant/Borrower, and the Applicant/Borrower shall be deemed to have been duly notified if the notifications are sent via any of the above methods, without the need for the Guarantor/Bank to receive confirmation of receipt of the notification, except for notifications delivered in person or through a courier service, which shall be considered delivered in the event of direct delivery to the Applicant /Borrower, confirmation by the courier service on impossibility of delivery due to the absence of the Applicant/Borrower at the delivery address, or refusal of the Applicant/Borrower to receive notification (except for the cases specified in sub-clause 10) of clause 9.4 of Article 9 of the Accession Agreement).

10.3. Notifications from the Applicant/Borrower to the Guarantor/Bank shall be deemed duly served when such notifications are sent by the Applicant/Borrower: to an authorized employee of the Guarantor/Bank against signature of receipt; by courier or postal service.

10.4. In case of any change in contact details, bank details of the Applicant/Borrower, which the Guarantor/Bank uses to send a notification, the Applicant/Borrower shall within 5 (five) business days from the date of changes give a notification to the Guarantor/Bank in writing thereof or, if the Guarantor/Bank determines that an oral statement of changes is sufficient, inform the necessary information to the Guarantor/Bank's contact center service.

10.5. The Guarantor/Bank shall not be liable for non-receipt or untimely receipt by the Applicant/Borrower of the Guarantor/Bank's notifications caused by changes in the Applicant/Borrower's contact details and (or) bank details of which the Applicant/Borrower has not notified the Guarantor/Bank in writing.

10.6. The Applicant/Borrower assumes the risks associated with the use of operational communications for the purpose of sending and (or) receiving notifications, including, but not limited to: the risk of fraud, unauthorized access to the information sent, non-receipt or untimely receipt by the

Applicant/Borrower of notifications, loss of information before it is received by the Applicant/Borrower or the Guarantor/Bank caused by malfunctions in the operational communications and (or) malfunctions in the operation of the equipment used to transmit or receive notifications.

10.7. The Guarantor/Bank shall not be liable for any losses of the Applicant/Borrower in the cases specified in clause 10.6 of this Article of the Accession Agreement, unless the Applicant/Borrower proves that such losses were caused by negligence or willful failure by the Guarantor/Bank to fulfill its obligations.

Article 11. Consents and Representations

11.1. By acceding to the Accession Agreement and by signing the Application Form and Individual Agreement, the Applicant/Borrower shall:

1) represent being familiar with and unconditionally agreeing to the fee for the Guarantee issue, fees provided for by the Individual Agreement and other fees established by the tariffs of the Guarantor;

2) represent that Applicant/Borrower has received all the permissions and consents required by the legislation of the Republic of Kazakhstan for the conclusion of the Agreement from the authorized bodies and persons of the Applicant/Borrower, from third parties, including state bodies of the Republic of Kazakhstan;

3) provide the Guarantor with its irrevocable consent to the indisputable (non-acceptance) withdrawal of the Guarantee Amount paid to the Beneficiary upon its demand, at the expense of the Guarantor's own funds, and all amounts due, from any bank accounts of the Applicant opened with the Guarantor, and from any bank accounts of the Applicant opened with other banks and organizations engaged in certain types of banking operations, both by direct debiting and otherwise provided for by the legislation of the Republic of Kazakhstan.

4) represent that the Applicant/Borrower is not in the process of bankruptcy, rehabilitation, reorganization or liquidation, nor are there applications (or other forms of appeal) to initiate those processes with competent state bodies of the Republic of Kazakhstan, including courts;

5) confirm that the Guarantor/Bank has the right to assign its rights and transfer obligations under the Agreement to third parties in accordance with the legislation of the Republic of Kazakhstan without the consent of the Applicant/Borrower, and also agrees to engagement by the Guarantor of third parties to collect the Applicant/Borrower's debt under the Agreement;

6) agree to and authorizes the disclosure, transfer of any information and documents about the Applicant/Borrower, the terms of the Agreement, the performance by the parties of obligations thereunder, as well as any other information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan (the "disclosure of information"), to any third parties, including to ensure the performance of the Applicant/Borrower's obligations under the Agreement or the Guarantor/Bank's obligations to third parties.

7) confirm that all information contained in the Application Form and in the Individual Agreement is genuine, corresponds to true facts. The Guarantor may keep the Application Form both in case of consent and in case of refusal to issue a guarantee. By signing the Application Form, the Applicant/Borrower shall grant the Guarantor the right to verify its financial and official position now and in the past, neither shall it object to the visit of the Guarantor's manager to its place of business/residence. The Applicant/Borrower is aware of its duty to answer all questions of the Guarantor/Bank about all changes in its financial position;

8) express its consent:

- for the Guarantor/Bank to receive information about its personal data, as well as any other information regarding the Applicant/Borrower that is necessary for the Guarantor/Bank to establish and continue business and other relations therewith, from any information systems, including government agencies. For these purposes, the Applicant/Borrower shall provide its consent from the user's account on the e-government web portal, as well as through the cellular subscriber number registered on the e-government web portal by transmitting a one-time password or by sending a short text message as a response to e-government web portal notification;

- to transfer/provide information thereon to credit bureaus regarding financial and other property obligations, information to be received in the future;

- to issue of the credit report from the credit bureau and receipt of information held by credit bureaus and which will be received by the credit bureau in the future;

9) when disclosing information:

- give its unconditional and irrevocable written consent to disclose information to subsidiaries of the Guarantor/Bank;

- confirm that in connection with the disclosure of information in accordance with the Agreement, it does not and will not have any claims, including claims of a property nature to the Guarantor/Bank, both when signing the consent and in the future;

- guarantee the timely provision of documents required by the Guarantor/Bank for the consideration of the Agreement, and payment of all fees, insurance and other payments related to the consideration of the Agreement and the receipt of the financial instrument;

10) The Guarantor/Bank shall provide the Guarantor/Bank consent:

- for photographic and video images and for using the Applicant/Borrower's image for identification purposes;

- for the Bank/Guarantor to use Applicant/Borrower's biometric data as a method of identification (including making the voiceprint)

- for the credit bureaus to provide the Bank/Guarantor with information about the Borrower/Applicant in the GDB (available and the one to be received by the GDB in the future);

- for the Bank/Guarantor to receive information about the Subject from GDB "Kinship relations" or any other GDB on family ties including information on children;

- for the Bank/Guarantor to receive information about the Subject from GDB including information that constitutes tax secrecy, personal medical records and other types of legally protected secrets;

- for the credit bureau to receive information about Applicant/Borrower from the GDB operators/owners (available and to be received by the GDB in the future);

- for receipt by the Bank/Guarantor and its subsidiaries of insurance report, including limited access reports about Borrower/Applicant;

- for the GDB owners to provide information about the Borrower/Applicant to the credit bureau, directly or through third parties;

- for a legal entity engaged by resolution of the Government of the Republic of Kazakhstan in provision of public services in accordance with the legislation of the Republic of Kazakhstan, to provide information about the Borrower/Applicant to the credit bureau and the Guarantor through the credit bureau (available and to be received in the future);

- for the Bank to receive the information provided by the State corporation about the mandatory pension contributions deducted from Borrower/Applicant's income to the Unified Accumulative Pension Fund;

- to transfer to Center for Development of Labour Resources JSC (hereinafter referred to as the "CDLR") of Borrower/Applicant's personal data and information that confirm Borrower/Applicant's income for my credit scoring;

- for obtaining from the CDLR and providing by the credit bureau to the Bank/Guarantor of Borrower/Applicant's personal data and information that confirm Borrower/Applicant's income for the assessment of its credit scoring;

- for the disclosure and transfer by the mobile phone operator of the personal data and information relating to the subscriber number of the Borrower/Applicant to the Bank/Guarantor;

- for the Bank/Guarantor to receive information from the mobile phone operator about Borrower/Applicant's subscriber number (existing and to be obtained in the future from the mobile phone operator);

- to transfer to Internet companies (companies providing services on the Internet) the information about the Borrower/Applicant (including last name, first name, patronymic, date of birth, phone number, e-mail address); processing of this data and information about the Borrower/Applicant at the disposal of the Internet company in order to pass a resolution to enter into an agreement with the Borrower/Applicant, improve the quality of service, forecasting and monitoring the Borrower/Applicant's needs for the Bank/Guarantor's products/services, and transfer of the impersonal result of such processing to the Bank/Guarantor;

11) represents that the Borrower/Applicant:

- in relation to personal data of affiliated individuals and partner individuals (hereinafter the "personal data subjects") transferred and to be transferred in the future by the Borrower/Applicant to the Bank/Guarantor and/or its subsidiaries, and collected by the Bank independently, for the purpose of providing banking and other services to the Borrower/Applicant and/or its subsidiaries, and in any other

cases where, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank and/or its subsidiaries, it is required to collect and process such personal data, the Borrower/Applicant has previously obtained the consent of the personal data subjects for collection, processing, and transfer of personal data to third parties, including the Bank/Guarantor and/or its subsidiaries, for processing of personal data by the Bank/Guarantor and (or) its subsidiaries;

- where necessary, as determined by the Bank/Guarantor and/or its subsidiaries, the Borrower/Applicant will provide the Bank/Guarantor and/or its subsidiaries with documented confirmation that the Borrower/Applicant has obtained the consent of the data subjects for collection, processing, and transfer of personal data to third parties, including the Bank/Guarantor and/or its subsidiaries, for processing of personal data by the Bank/Guarantor and/or its subsidiaries. If it is found impossible to document the availability of such consents, the Borrower/Applicant shall obtain the required consents and submit documented confirmations of their receipt to the Bank/Guarantor and/or its subsidiaries as soon as possible; if any measures are taken against the Bank/Guarantor and (or) its subsidiaries for violation of the legislation on personal data of the Republic of Kazakhstan, the Borrower/Applicant and (or) its subsidiaries shall reimburse the Bank/Guarantor for any costs and losses incurred by the Bank/Guarantor at the request of the Bank/Guarantor and (or) its subsidiaries.

- a failure to obtain consents of data subjects for collection, processing, and transfer of personal data to third parties, including the Bank/Guarantor and/or its subsidiaries, for processing of personal data by the Bank/Guarantor and/or its subsidiaries shall be the responsibility of the Borrower/Applicant;

If any measures are taken against the Bank/Guarantor for violation of the Law, the Borrower/Applicant shall be obliged to reimburse the Bank/Guarantor for the costs and losses incurred.

Article 12. Liability of the Parties

12.1. In the event of any breach of the obligations, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

12.2. The Guarantor shall not be liable for any consequences of the Applicant's untimely submission of the Application Form or additional application for modification of the terms of the Agreement.

12.3. In the event of any breach by the Applicant/Borrower of its obligations under the Agreement, the Guarantor/Bank shall be entitled to take one or more of the following actions, including, but not limited to:

- 1) to withdraw amounts outstanding under the Agreement from the bank accounts of the Applicant/Borrower, without recourse to court, by direct debit or as otherwise may be stipulated by the legislation of the Republic of Kazakhstan;

- 2) to demand the Applicant/Borrower to reimburse any losses incurred as a result of violated obligations under the Agreement;

- 3) to withhold property of the Applicant/Borrower, in accordance with the legislation of the Republic of Kazakhstan;

- 4) to demand repayment of the Guarantee Amount/Loan and amounts due under the Agreement.

12.4. Where the Applicant fails to reimburse the Guarantee Amount to the Guarantor in due time, a forfeit shall be charged in accordance with clause 3.3 of the Accession Agreement.

Article 13. Confidentiality

13.1. Either Party undertakes not to disclose to any third party the terms and conditions of the Agreement and the Guarantee, and to maintain strict confidentiality of financial, commercial and other information (hereinafter referred to as the "confidential information") received from the other Party in the course of negotiations, conclusion, performance, and termination of the Agreement.

13.2. Transfer, publication or disclosure of confidential information to third parties shall be only possible provided the written consent of the other Party, and at the request of the bodies and their officials authorized by the legislation of the Republic of Kazakhstan to receive such information. This paragraph shall not apply in the following cases:

1) when the Guarantor/Bank provides information on the Applicant/Borrower, and information related to the performance by the Parties of their obligations under the Agreement, to the credit bureau and receives credit reports on the Applicant/Borrower in the manner and on the terms defined by the legislation of the Republic of Kazakhstan;

2) when the Guarantor/Bank withdraws the Applicant/Borrower's funds from the bank accounts of the Applicant/Borrower, without recourse to court, by direct debiting or as otherwise stipulated by the legislation of the Republic of Kazakhstan, to settle the amounts due from the Applicant/Borrower to the Guarantor/Bank under the Agreement;

3) assignment of the rights and obligations (assignment of claims and debt) under the Agreement;

4) when the Guarantor/Bank applies to other banks and organizations carrying out certain types of banking transactions in order to obtain information on the existence and numbers of the Applicant/Borrower's bank accounts;

5) when third parties (in particular, collection agencies, law firms etc.) are engaged to protect its interests;

6) the Applicant/Borrower is in breach of its obligations under the Agreement for the purpose of the Guarantor/Bank recovering the amounts due from the Applicant/Borrower under the Agreement.

13.3. In the event of disclosure or dissemination of confidential information by either Party in violation of the requirements of the Agreement, the guilty Party shall be liable to compensate for any losses incurred by the other Party as a result of disclosure of confidential information, and shall also be subject to other liability established by the legislation of the Republic of Kazakhstan.

Article 14. Additional Conditions

14.1. The Agreement is deemed to be concluded from the date of issue by the Guarantor of the Guarantee (acceptance) and is valid until full performance of obligations by the Parties under the Agreement.

14.2. The Guarantor/Bank shall be entitled to make amendments and additions to the Accession Agreement, which shall take effect as published on the Guarantor/Bank's website: www.halykbank.kz, unless otherwise provided for therein, and when effective shall apply to the Application Form and Individual Agreements concluded after their introduction.

Prior to the introduction of amendments and modifications to the Accession Agreement, such amendments and modifications shall be applied in the event supplementary agreements are concluded between the Guarantor/Bank and the Applicant/Borrower:

to the Individual Agreement;

to the Agreement by sending by the Applicant of the duly executed application (offer) on changing the terms of the Agreement. If this application is accepted by the Guarantor within 10 (ten) calendar days, the Guarantor shall perform the action on issuing an additional sheet to the Guarantee, at its discretion, which shall be regarded as its acceptance, except for the amendments that the Guarantor has the right to make unilaterally under the procedure provided for by the Accession Agreement.

14.3. The Parties may amend the terms of the Accession Agreement by concluding a supplementary agreement:

On the Loan to the Individual Agreement;

On the bank guarantee to the Agreement.

Such amendments will apply to the relations of the Parties under this particular Individual Agreement/Agreement.

The Guarantor, as a party of a specific Agreement, may change the terms of the Accession Agreement unilaterally in the manner provided for in the Accession Agreement or following changes in the laws of the Republic of Kazakhstan. Such amendments shall apply to the relations of the Parties arising from this particular Agreement.

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

14.5. The Agreement may be terminated at the initiative of either Party on the basis of a written notice to the other Party, which shall be sent by the initiator to the other Party within ten (10) calendar days

prior to the proposed termination date. At the same time, the Parties have unconditionally agreed that the Agreement shall only be deemed terminated after full mutual settlements between the Parties.

14.6. All contracts concluded under the Agreement and all annexes thereto shall constitute integral parts thereof, if they are drawn up in writing, signed and sealed by the Parties (sealing by the Borrower is optional). The Agreement, all annexes thereto and Security Agreements constitute a single legal instrument and each of them is mutually an integral part of each other.

14.7. The obligations under the Agreement may not be transferred by the Applicant to third parties without the written consent of the Guarantor.

14.8. The terms and conditions of the Agreement, which are not specified in the Accession Agreement, are set forth in the Application Form. Relations between the Parties under the Agreement, not regulated by the Accession Agreement and the Application Form, shall be governed by the legislation of the Republic of Kazakhstan.

14.9. Capitalized terms used in the Agreement shall have the following meanings, unless the context of the Agreement provides otherwise:

1) Covenant is an obligation of the Borrower under the Agreement to perform or refuse performing certain actions;

2) Personal Data is information related to the specific or identifiable Personal Data Owner based on their personal data recorded on electronic, paper and/or any other physical carrier;

3) Increased interest is an amount calculated as follows: overdue balance amount (principal and interest) * number of days overdue * penalty rate/360 days (in a year);

4) Personal Data Consent shall mean consent to the collection and processing of Personal Data of the Owner of Personal Data by the Bank;

5) Owners of Personal Data are individuals to whom Personal Data are attributable;

6) Business Day is 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).

14.10. Regarding the disputable issues, the Agreement shall prevail over other agreements, including those entered into (to be entered into) between the Guarantor/Bank and the Applicant/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.

14.11. The terms of the Agreement, which are not determined by the Accession Agreement, shall be established in the Individual Agreement, Application Form. In the event of a conflict between the Accession Agreement and Application Form, the Individual Agreement, it is required to be guided by the Application Form, the Individual Agreement. The relations of the Parties under the Agreement not regulated by the Accession Agreement, the Application Form and the Individual Agreement shall be governed by the legislation of the Republic of Kazakhstan.

14.12. The Agreement is drawn up in Kazakh and Russian languages, each having equal legal force for the Parties. In the event of a conflict between the language versions of the Agreement, the issue of priority in the interpretation of its provisions shall be resolved in accordance with the Application Form and the Individual Agreement.

Article 15. Legal Addresses, Bank Details and Signatures of the Parties

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