

**Accession Agreement
on Current Account Opening in the Card Database and Corporate Card Service¹**

This Accession Agreement on Current Account Opening in the Card Database and Corporate Card Service (the “Agreement”) shall regulate the relations between the Customer and **Halyk Bank JSC**, hereinafter jointly referred to as the “Parties”, and individually as the “Party”, in accordance with the current legislation of the Republic of Kazakhstan and internal documents of the Bank.

Section 1. General

1.1. The Customer shall accede to the Agreement by affixing its signature (including EDS²) in the Application Form and the Application for issue of the customer card/opening of the customer primary account (the “Application”).

The signature of the Customer or its representative(s) (including EDS) put in the Application shall mean that the Customer has read the terms and conditions of the Agreement offered by the Bank, including annexes to the Agreement, and accepts them no other way than by acceding to the Agreement posted at: www.halykbank.kz, as a whole.

The Agreement shall be deemed concluded, and shall enter into force on the day the Bank accepts the Application signed by the Customer/representative thereof.

1.2. The Application accepted by the Bank from the Customer together with the Agreement, including annexes to the Agreement, shall constitute a single legal instrument.

1.3. If the Customer applies to the Bank for re-issue of the Card pursuant to a previously concluded agreement between the Bank and the Customer, which is other than this Agreement, on the basis of an application (including an application for issue of a card/opening of a primary account of the customer, an application for card replacement), the Customer agrees that this Agreement supersedes the previously concluded agreement, and the terms and conditions hereof shall apply to the relations of the Parties arising from the date of the initial issue of the Card.

The term “Card” shall refer to one and all other Cards, including corporate cards issued by the Bank to the Customer under the Agreement. The terms and conditions of the Agreement shall apply to each Card.

1.4. All terms and conditions of the Agreement, including those related to the use of the Card and the performance of card transactions, shall apply to both the Customer and other Cardholders.

The term “Cardholder” shall refer to one or several employees or managers of the Customer who are eligible to use the issued Cards. In this case, the terms and conditions of the Agreement shall apply to each Cardholder.

1.5. The terms used in the Agreement shall correspond to the terms used in the Card Using Rules (the “Rules”), being Annex 1 to the Agreement.

1.6. In case the Bank determines to extend a Loan to the Customer to the current account in the card database (the “Account”), the Parties shall enter into a Loan Agreement in accordance with the Bank’s internal documents. The Bank shall determine whether it is possible to grant a Loan to the Customer independently, in accordance with the Bank’s internal documents.

1.7. The terms and conditions of extending the Loan to the Customer shall be governed by the Loan Agreement. If the Parties enter into the Loan Agreement, the Card Transactions on the Account the number whereof is specified in the Loan Agreement shall be performed solely at the expense of the extended Loan.

1.8. The Customer hereby represents that in respect of personal data of the data subjects (he “subject”) transferred and to be transferred by the Customer to the Bank and (or) organizations of Halyk

¹ The Agreement shall be concluded between the Bank and a legal entity, individual entrepreneur, private notary, lawyer, private bailiff, professional mediator, peasant (farm) economy.

² In case the card is issued remotely in Onlinebank Halyk System.

Financial Group (the Bank and its subsidiaries (the “Organizations”)) under the Agreement, and in other cases, when according to the current legislation of the Republic of Kazakhstan and (or) internal documents of the Bank and (or) Organizations, it becomes necessary to collect, process such personal data, the Customer has previously obtained consents from the subjects to collection and processing of personal data, to transfer of personal data to a third party, including to the Bank and (or) the Organizations, to processing of personal data by the Bank and (or) the Organizations. The Customer also represents that the consents received from the subject to collection and processing of personal data, to transfer of personal data to a third party, stipulate the subject’s consent for the Bank to send a request for confirmation and verification of personal data of the subject (being a Cardholder) in electronic databases, including state databases. The Customer also assures the Bank that the subject (being a Cardholder) the personal data whereof the Bank collects and processes (including verification) has read this provision of the Agreement.

In case the Bank and (or) the Organizations determine necessary, the Customer shall provide the Bank and (or) the Organizations with documentary confirmation of the existence of the consents collected from the subjects to collection and processing of personal data, the transfer of personal data to a third party, including to the Bank and (or) the Organizations, processing by the Bank and (or) the Organizations of the personal data, including the sending by the Bank of the request for confirmation and verification of personal data of the subject (being a Cardholder) in electronic databases, including state databases, and if it is impossible to document the existence of the consents, the Customer shall collect such consents and then confirm the receipt thereof to the Bank and (or) the Organizations.

The Customer shall be responsible for the absence of consents to collection and processing of personal data, transfer of personal data to a third party, including to the Bank and (or) the Organizations, processing of personal data by the Bank and (or) Organizations, including the sending by the Bank of the request for confirmation and verification of personal data of the subject (being a corporate payment card holder) in electronic databases, including state databases, for failure of the Customer to familiarize the subject with the above provision of the Agreement. In case any measures are applied to the Bank and (or) the Organizations for violation of the legislation of the Republic of Kazakhstan on personal data, the Customer shall reimburse the Bank and (or) the Organizations, at their request, for any expenses and losses incurred thereby.

1.9. Pursuant to the Law of the Republic of Kazakhstan No. 94-V “On Personal Data and Protection thereof” dated 21 May 2013, the Customer hereby gives its unconditional consent to the Bank and (or) the Organizations to the trans-border transfer of personal data of the Customer/Authorized person of the Customer/other subjects the personal data whereof may be transferred by the Customer to the Bank, the Organizations, notwithstanding the protection of the personal data being transferred by the respective foreign state.

The Customer also hereby represents that it has previously obtained the subjects’ consent for the Bank, the Organizations to the trans-border transfer of their personal data, including pursuant to Article 16-3(1) of the Law of the Republic of Kazakhstan No. 94-V “On Personal Data and Protection thereof” dated 21 May 2013.

Section 2. Subject Matter of the Agreement

2.1. In accordance with the procedure and under the terms of the Agreement, the Bank shall open an Account for the Customer, issue a Card to the Customer/Cardholder, and provide bank services on the Account and the Card, in accordance with the Agreement, the legislation of the Republic of Kazakhstan, and the Bank’s internal regulations, including the Rules. The Agreement shall be a mixed one, containing terms and conditions on issue and service of the payment card, terms and conditions on current account in the card database.

2.2. The Bank shall open the second and subsequent accounts under the Agreement in the currency of earlier opened account(s) or in other currency on the basis of the Application in the form established thereby. In this case, the Bank shall open, maintain and close such accounts, and provide bank services thereon in accordance with the Agreement, the laws of the Republic of Kazakhstan, internal documents of the Bank, including the Rules, subject to payment for the Bank’s services in accordance with the tariffs established by the Bank. The term “Account” shall refer to both one, and all other current accounts in the card database opened under the Agreement. At the same time, the terms and conditions of the Agreement shall apply to each Account opened by the Customer.

Section 3. Account Opening and Card Issue

3.1. The Bank shall open an Account upon submission by the Customer or its representative of documents required by the Bank to open an Account.

The Customer/Cardholder in whose name the Card is being issued, or the Customer's responsible employee, shall submit to the Bank the documents required by the Bank to issue the Card. The Customer shall be obliged to have each Cardholder familiarized with the terms and conditions of the Agreement and the Rules, and shall be fully responsible for the Cardholder's compliance with the requirements contained therein.

After opening an Account/each subsequent Account, the Bank shall provide the Customer with an Account Opening Notice, which shall form an integral part of the Agreement. The Bank shall use the notice form specified in Annex 2 to the Agreement to execute the Account Opening Notice.

3.2. The Bank shall notify the relevant state revenue authorities about opening of the Account in accordance with the established procedure.

3.3. The Bank shall charge a fee for the services rendered during opening, maintenance, closing of the Account, and service of the Card, from the Account in the amount established by the Bank's tariffs.

3.4. The Accounts may be opened in the national and/or foreign currency. The currency of each individual Account and the Payment Card System shall be determined jointly by the Customer and the Bank in the Application in accordance with the terms and conditions of the Agreement.

3.5. Additional terms and conditions of the Card issue shall be determined depending on the product selected and specified by the Customer in the application for the card issue/opening of the primary account of the Customer.

The Card shall have the Account balance maintenance scheme at the Customer's option, which is of two types:

1) common accounting of the Card balances – the Cardholder has access to the entire amount of funds on the Customer's Account in the card system. In this case, if initially the Account was opened to the Cardholder with the common accounting of the Card balances, the subsequent Accounts cannot be opened with separate accounting of the Card balances.

2) separate accounting of the Card balances – the Cardholder has access to the amount of funds, within the balance of the Account of the Cardholder, subject to the availability of money on the Customer's Account. If initially the Account of the Cardholder was opened with a separate accounting of the Card balances, then subsequent Accounts cannot be opened with common accounting of the Card balances.

The amount of balances available to the Cardholder in the Account with separate accounting of the balance shall be equal to the amount of the balance in the Customer's Account in the card system. If the amount of balances available to the Cardholder in the Account with separate balance accounting differs from the amount of the balance in the Customer's Account, the Bank shall automatically settle the balances on a daily basis. If the Customer has several Cardholder Accounts with separate balance accounting, the Bank shall make settlement from the Account of the Cardholder with the highest balance, and then downwards. If the amount in the Account of the Cardholder is insufficient for writing off, additional writing off is made from other accounts of the Cardholders with the available balance.

By opening a Card with a separate balance accounting, the Customer agrees to the automatic settlement of balances.

3.6. Within 10 (ten) banking days upon receipt of the Application, and payment of the Card service fee by the Customer as per the Bank's tariffs, the Bank shall open the Account, send the Notification on opening of the Account to the Customer, and, where the Card is to be received at the Bank, issue the Card and the PIN envelope to the Customer/Cardholder or the Customer's responsible employee authorized to receive the Card at the Bank, or, where the Card is to be delivered, send the Card to the courier service for further delivery to the Customer/Cardholder, except the issue of a virtual card. Within 10 (ten) banking days upon receipt of the application for opening of the second/following Account, and payment of the Card service fee by the Customer in accordance with the Bank's tariffs, the Bank shall open the second/following Account for the Customer, and send the Notification on opening of the Account, and, where the Card is to be received at the Bank, issue the Card and the PIN envelope to the Customer/Cardholder or to the Customer's responsible employee authorized to receive the Card at the Bank, and, where the Card is to be delivered, send the Card to the courier service for further delivery to the Customer, except for the issue of

a virtual card. No plastic is issued when issuing a virtual card. The Customer/Cardholder shall receive the Card details upon request via Onlinebank Halyk System.

3.7. If the Card is to be delivered, and the courier fails to reach the Customer/Cardholder, the Card shall be deemed undelivered and shall be transferred to the Bank to be issued to the Customer/Cardholder upon application. If the Customer selects the Card to be received at the Bank, and when the Card is transferred to the Bank due to non-delivery by the courier service, in case the Customer/Cardholder fails to come to the Bank within a period of more than 3 (three) calendar months to receive a debit Card, or more than 6 (six) calendar months to receive a credit Card, upon submission of an application for a Card/replacement of a Card, the Bank shall be entitled to destroy the Card. In this case, the Bank's commission fee paid by the Customer for the Card service shall not be refunded.

3.8. The Card is the property of the Bank, and shall be issued to the Customer/Cardholder for use solely as a means of access to the funds in the Account for the validity period of the Card. The Card shall be valid until the end of the month and year indicated thereon. The Customer shall be responsible for ensuring the safety of the Card.

3.9. The Customer shall assume the risk associated with the opening and maintenance of the Account/issue of the Card in a foreign currency, which may arise due to restrictions imposed by state authorities on foreign currency, including, but not limited to, currency control or currency restrictions, and taxes.

3.10. The Bank may issue the Card and the PIN envelope to the Cardholder and/or the Customer with subsequent transfer to the Cardholder through its responsible employees. It is not allowed to issue cards and PIN envelopes to one responsible employee of the entity. The Bank may transfer the PIN to the Cardholder electronically (E-PIN) when the Customer specifies in the Application the mobile phone number to receive an SMS with a temporary Card activation code and a one-time SMS password for online transactions. At the same time, the mobile phone number specified by the Customer will be fixed in the card system as a trusted number of the Cardholder, which the Bank will send E-PIN and one-time SMS password to to confirm online transactions. The Cardholder undertakes not to disclose/not to transfer to third parties the information about its own authorization parameters (E-PIN, one-time SMS password), including devices with a mobile phone number to receive SMS with a temporary Card activation code and one-time SMS password for online transactions.

3.11. When entering into the Agreement, the Customer shall provide the information on the Customer's affiliation with related parties of the Bank (if any), and on beneficial owners.

3.12. The Customer shall keep a list of the Cardholders. Upon the Bank's first request, the Customer shall submit an up-to-date list of the Cardholders.

3.13. Notification of the Bank's participation in the mandatory deposit guarantee system and other information on deposit guarantee issues, including but not limited to information on the terms and procedure for paying the guarantee compensation, including the transfer of the unclaimed amount of compensation, is posted on the Bank's website.

Section 4. Card Re-issue

4.1. The Card shall be preliminarily automatically re-issued upon expiration of its validity term as follows:

4.1.1. the Bank shall determine whether it is possible / impossible to preliminarily automatically re-issue the Card in accordance with the Bank's internal documents, at least 20 (twenty) calendar days prior to the expiration date of the Card;

4.1.2. if it is possible to preliminarily automatically re-issue the Card, and the Customer has not refused to re-issue the Card (clause 4.2 hereof), the Bank shall re-issue the Card retaining the outstanding debt (if any) and the Customer's own funds. At the same time, the Bank shall withhold the fee for the re-issue and service of the Card as per the established tariffs of the Bank;

4.1.3. if it is impossible to preliminarily automatically re-issue the Card, the Card shall not be re-issued, and the Customer undertakes to repay the outstanding debt on the respective Card not later than 5 (five) business days prior to the expiration date of such Card. If the Customer fails to fulfill the obligation stipulated herein, the Agreement shall remain in force to the extent provided herein until the Customer fulfills its obligations under the Agreement in full.

4.2. The Customer shall be entitled to refuse the preliminary automatic re-issue of the Card upon expiry of its validity term without termination of the Agreement (if other Cards have been issued to the Customer under the Agreement). For this purpose, the Customer shall submit a written application to the Bank at least 45 (forty-five) calendar days before the expiration date of the Card. The Customer undertakes to repay the outstanding debt on the respective Card not later than 5 (five) calendar days prior to the expiration date of such Card. If the Customer fails to fulfill the obligation stipulated herein, the Agreement shall remain in force to the extent provided herein until the Customer fulfills its obligations under the Agreement in full.

4.3. Within 10 (ten) banking days upon receipt of the application for replacement of the Card and upon payment by the Customer of the Card service fee as per the Bank's tariffs, the Bank shall issue the Card and the PIN envelope to the Customer/Cardholder or the Customer's responsible employee authorized to receive the Card/PIN envelope at the Bank. It is not allowed to issue the Cards and the PIN envelopes to the same responsible employee of the entity.

4.4. The Bank may close the Card if the Customer has not applied to the Bank for its re-issue, including those Cards that cannot be preliminarily automatically re-issued, within one month upon the expiry date of the Card.

4.5. The Card shall be re-issued on the basis of a written application of the Customer/Cardholder submitted to the Bank, except for the preliminary automatic re-issue of the Card upon its expiry on the basis of an application submitted via Onlinebank Halyk System.

4.6. The Customer/Cardholder shall pay the fee for re-issue of the Card as per the Bank's established tariffs as follows:

4.6.1. the Card has been lost/stolen;

4.6.2. PIN has been disclosed/forgotten;

4.6.3. the Card is damaged (demagnetized, scratched, broken, ATM/POS terminal cannot read the information) and cannot be used any further;

4.6.4. the Cardholder has changed the surname/name;

4.6.5. upon expiration of the Card;

4.6.6. PIN is printed illegibly;

4.6.7. the name and/or surname on the Card does not correspond to the name and/or surname specified by the Customer/Cardholder in the application for the Card/replacement of the Card;

4.6.8. due to technical defect – the card is demagnetized/the chip is damaged, the ATM or POS terminal fail to read the information from the magnetic stripe/chip on the card during the first card transaction;

4.6.9. at the initiative of the Bank.

In case the Card is replaced at the initiative of the Bank, the Card shall be replaced with a new one with a new number and a new PIN:

upon receipt of Alerts messages from Payment Card Systems;

as a result of detection of suspicious transactions during Card monitoring.

4.8. If the Customer/Cardholder uses the Card in countries with an increased risk of the Card compromise listed on the Bank's website at: www.halykbank.kz, the Customer/Cardholder shall apply to the Bank for the Card replacement within 3 (three) business days after termination of the Card use in countries with an increased risk of the Card compromise. In case of non-compliance with the above requirement, and in case of occurrence of fraudulent card transactions with the use of such Card, the Customer shall unconditionally reimburse all expenses of the Bank, and the damage caused to the Bank, within the period specified in the written request of the Bank sent to the Customer.

The Bank shall permanently notify the Cardholders who have visited the countries with an increased risk of fraud by sending text messages with a link to the Corporate Card Section on the Bank's website, where the Bank's recommendations and the list of countries with an increased risk of fraud are posted².

The Customer shall be liable for the consequences of untimely application to the Bank with applications for issue of a new Card and closing of the Card whereon the transactions were made in the countries with an increased risk of fraud, including by the Cardholders, and for the consequences of the

² If the Bank has a telephone number or e-mail address in the cardholder's data.

Customer's refusal (on any grounds) to replace the Card. The Bank shall not be liable for or reimburse the monies withdrawn from the Account in an unauthorized manner in the aforementioned cases.

Section 5. Procedure for Card Transactions

5.1. The Customer shall be entitled to use the Account for Card Transactions provided for by the legislation of the Republic of Kazakhstan, including:

- 5.1.1. transfers and payments;
- 5.1.2. acceptance of money;
- 5.1.3. cash withdrawal;
- 5.1.4. foreign currency exchange;
- 5.1.5. obtaining a statement.

In this case, the Card Transactions shall be made within the amount of the Customer's money in the Account and the Loan (if applicable), which do not contradict the current legislation of the Republic of Kazakhstan and the Agreement, including the Rules.

5.2. When performing the Card Transactions, the Cardholder shall at its own discretion dispose of the funds in the Account, taking into account the requirements of the Agreement and the Rules. The Customer shall be entitled, upon agreement with the Bank, to set restrictions to disposal of the funds in the Accounts by each individual Cardholder, in accordance with the procedure set out in Section 6 hereof. Since the Cardholder is an authorized representative of the Customer, the Customer shall not be entitled to challenge the Card Transactions on the grounds of the Cardholder's misuse of money in the Accounts.

5.3. When performing a Card/Account Transaction in Onlinebank Halyk System, the Customer shall dispose of the Card/Account through written instructions to the Bank by those included in the specimen signature and seal document, or through a signature in Onlinebank Halyk System. The Customer's duly executed payment documents on payment, transfer of money from the Card/Account shall be accepted and executed, subject to sufficient amount of money in the Account to make the payment and (or) transfer of money, and the amount of fee(s) payable to the Bank for the service(s).

The Customer hereby represents and warrants that it assumes all risk and responsibility associated with incorrect indication of details related to the identification of the Customer or the beneficiary in the payment documents, and indication of erroneous codes required in accordance with the current legislation, and card numbers, when making non-cash transfers based on the Card details.

5.4. The Customer shall be obliged:

5.4.1. not to use the Card for any illegal purposes, including payment for goods and services prohibited by the legislation of the Republic of Kazakhstan, or not to prevent the Bank to withdraw all amounts of debts on card transactions in accordance with the Agreement;

5.4.2. to prevent Technical Overdraft, and, in case of its occurrence, to repay the amount of the Technical Overdraft not later than 5 (five) calendar days upon its occurrence, and, in case of untimely repayment, to pay to the Bank the amount of forfeit (penalty) accrued on the Technical Overdraft debt in accordance with this Agreement;

5.4.3. when making online payments using 3D Secure/SecureCode/Authentication Mode by UPI Password, one-time SMS password (if the online store uses 3D Secure/SecureCode technology), to keep 3D Secure/SecureCode/Authentication Mode by UPI Password, one-time SMS password confidential.

3D Secure/SecureCode/Authentication Mode by UPI, trusted number for receiving one-time SMS password shall be set via Onlinebank Halyk System.

5.4.4. to refund the money erroneously transferred by the Bank to its account, including to its bank account with another second-tier bank, if the transfer was erroneous due to a technical failure as defined in clause 10.2.10 hereof;

5.5. The Bank shall be entitled not to perform Card Transactions in the Account if:

- 5.5.1. they contradict the legislation of the Republic of Kazakhstan;
- 5.5.2. the amount of the Card Transaction exceeds the amount of the Customer's money or Loan (if any);
- 5.5.3. the Card is blocked/canceled, or its validity period has expired;
- 5.5.4. the Customer has overdue outstanding debts to the Bank under the Agreement or any other contracts/agreements concluded with the Bank;
- 5.5.5. the Card Transaction may result in damage to the Cardholder and/or the Bank.

5.6. When performing foreign currency transactions using the Account, the Customer shall be obliged to submit to the Bank the documents required therefore in the manner and within the terms established by the currency legislation of the Republic of Kazakhstan, and other documents not included in the mandatory list of documents - at the request of the Bank.

The currency of settlements for the Bank's Cards with the Payment Card System shall be US dollars or euro. The amount of a card transaction made through the Payment Card System shall be converted into US dollars or euros at the exchange rate set by the Payment Card System on the date of settlements with the Bank on such card transaction.

5.7. When making a purchase transaction or other expense transaction on the Account, the money is debited from the Account in 2 stages:

Stage 1 – obtaining authorization from the Bank at the moment of card transaction (authorization). In this case, the amount of authorization shall be excluded from the amount of the Customer's available money in the Account until it is deducted from the Account as stipulated by the Agreement, or until the Bank receives a confirmation that the payment for the amount of authorization has not been made;

Stage 2 – obtaining by the Bank of a financial card transaction in electronic format through the channels between the Bank and the international payment system, which is converted from the currency of the card transaction to the currency of the Account at the commercial rate set by the Bank at the time of transactions.

5.8. The Account shall be replenished either in cash or by wire transfer in accordance with the current legislation of the Republic of Kazakhstan.

The Bank shall credit to the Account the money received in favor of the Customer during the transaction day upon receipt of the Customer's instruction and upon submission by the Customer acting as the beneficiary of the required documents and information, except for the cases when the Customer acting as the beneficiary does not submit to the Bank the required documents and information stipulated by the currency legislation of the Republic of Kazakhstan.

In case of erroneous acceptance (crediting by the Bank) of money to the Account, the Customer undertakes to return it to the Bank immediately and in full regardless of the reason for such erroneous crediting/receipt.

5.9. The Card issued by the Bank under the Agreement based on the Customer's Application for the purposes of self-collection may be used by the Customer/Cardholder solely for the purposes of Card Transactions relating to replenishment of the Account such Card has been issued to by depositing cash to the Account through the Bank's electronic mechanical devices supporting cash acceptance, and by non-cash transfer to the Card. The said Card Transactions shall be performed by the Customer/Cardholder in KZT only. The Card Transactions using the Self Collection Card (details thereof), which are not expressly specified in this clause of the Agreement, shall not be performed.

5.10. Cash shall be withdrawn through cash dispensers in the currency of the country of stay.

5.11. Foreign currency cash may be withdrawn for corporate customers or branches (representative offices) of a foreign entity to pay the expenses of the Customer's employees related to their business trip outside the Republic of Kazakhstan, including representation expenses, operations in repayment of unspent advance payment made in connection with the business trip outside the Republic of Kazakhstan. In such cases, the Customer is obliged, within thirty business days upon such withdrawal, to submit to the Bank a document on the basis whereof travel expenses or wages are paid, and which confirms that this amount of cash foreign currency is withdrawn solely for these purposes. A decree, an order, a resolution, an estimate of travel expenses may be submitted as such a document.

5.12. Resident legal entities may issue cash in KZT to pay for travel expenses, make representation and administrative payments, and state institutions such as military units may issue cash in KZT to pay salaries and lump-sum allowances to servicemen on fixed-term military service. Individual entrepreneurs shall cash out the funds for their main activities.

5.13. If the Customer wishes to withdraw cash in the amount exceeding USD 5,000 (five thousand) / EUR 5,000 (five thousand) / KZT 2,000,000 (two million) at the Bank branch using the Card, a written application for withdrawal of this amount of money shall be submitted to the head of the Bank branch at least one banking day prior to withdrawal.

5.14. The procedure for converting the currency of the card transaction into the Account currency is as follows:

5.14.1. if the currency of money credited to the Account differs from the currency of the Account, the Bank shall convert the credited money at the current exchange rate set by the Bank as of the date of conversion;

5.14.2. if a debit Card Transaction is made with American Express System Cards in a currency other than KZT/USD/EUR, such currency shall be converted by American Express System into USD at the rate and in accordance with the procedure established by American Express System at the time of Authorization, with a conversion fee of 2.5% of the amount of the Card Transaction charged. American Express System shall specify the amount and currency of settlement on the Card Transaction after the conversion in accordance with the procedure set out herein in the Authorization Request;

5.14.3. a debit Card Transaction on the Accounts in a currency other than the currency of the Account shall be performed after conversion of the withdrawn amount into the currency of the Card Transaction.

5.15. A statement for the period specified by the Customer shall be handed to the Customer/Cardholder or to the responsible employee authorized to receive statements at the Bank, at the Bank branch providing services to the Customer, or sent by mail (subject to payment of postal expenses by the Customer) within a banking day following the day of the Customer's request, or generated in Onlinebank Halyk System by the Customer independently.

The Customer shall receive information about the amount of the Card service fee charged, debt accrual in case of non-payment thereof, and confirmation of the Card service fee payment via self-service devices and/or SMS Banking and/or Onlinebank Halyk System.

5.16. Non-receipt by the Bank of claims on the statement within 5 (five) banking days upon its receipt by the Customer/Cardholder or a responsible employee shall be considered as confirmation of correctness of the information specified therein.

5.17. Statements shall be provided within 10 (ten) banking days upon receipt by the Bank of the Customer's written request.

5.18. The use of a PIN, 3D Secure/SecureCode of the Card, entering a one-time SMS password and/or entering the correct Identifier and Password to enter Onlinebank Halyk System during a Card Transaction shall be deemed an identification of the Customer/Cardholder, and shall serve as a basis for the Bank to perform Card Transactions initiated by the Customer/Cardholder. In such cases, the Customer/Cardholder shall be obliged to unconditionally make full settlement of the card transactions.

The Customer/Cardholder shall be entitled to submit a claim on a Card Transaction to the Bank with attachment of available documents (cheques, etc.). The Bank may not accept the claim on a Card Transaction submitted by the Customer for consideration after 45 (forty-five) calendar days upon its execution, unless otherwise specified in the legislation of the Republic of Kazakhstan.

In case of validity of the Customer's/Cardholder's claim, the Bank may cancel the relevant Card Transaction, if such cancellation is possible, on the basis of the investigation conducted within the term provided by the Payment Card System. In this case, the Bank shall not be liable for the impossibility to cancel the Card Transaction.

5.19. The Card may be used for Card Transactions only by the person in the name whereof it was issued. No third parties are allowed to use the Card.

5.20. The Cardholders may use Onlinebank Halyk System to the extent and on the terms and conditions independently determined by the Bank.

5.21. When making Card Transactions, the Cardholder shall be obliged to:

5.21.1. strictly comply with the instructions of the technical means used (ATMs, payment terminals of the Bank, bank kiosks, etc.);

5.21.2. pay in full for the transaction made with the Card and certified by entering PIN, a one-time SMS password, EDS, when making a transaction in Onlinebank Halyk System or with its signature, unless the Bank has blocked the Card prior to the transaction.

The Customer shall be liable for the Cardholder's failure to comply with the provisions of this clause of the Agreement in full.

Section 6. Card Transaction Limits and Restrictions

6.1. The Bank shall be entitled to set the limit of cash withdrawal on the Card in accordance with the Bank's internal documents. When it is necessary to withdraw cash from the Account at the Bank's cash

withdrawal point in excess of the limit provided for herein, the Customer's authorized representative shall contact the Bank's Contact Center by phone prior to the transaction, share the Code Word, and agree on the possibility of such a card transaction. It is also possible to withdraw the limit through Onlinebank Halyk System.

6.2. The Bank shall set a daily limit of transactions that can be carried out with the Card at the Card Service Points. The Customer shall be entitled to contact the Bank's Contact Center by phone using a code word to clarify the established daily limit on the Card.

6.3. There shall be appropriate restrictions on the types of transactions conducted with the Card in accordance with the purpose of use specified in the application in the form established by the Bank.

6.4. The Cardholder is prohibited to use the Card for illegal purposes, including the purchase of goods and services prohibited by the current legislation of the Republic of Kazakhstan, and to conduct transactions that cannot be conducted with the Card in accordance with the legislation of the Republic of Kazakhstan.

6.5. The Card for customs payments may be used to make payments through POS terminals installed at customs posts in the territory of the Republic of Kazakhstan. Transactions the Cardholder can make using the POS terminal at the customs post are payment for customs clearance and cargo clearance based on the budget classification code selected from the list. Other types of operations and payments are not available for the Customs Card.

6.6. The Customer shall be entitled to set restrictions on certain types of card transactions, and the maximum amount available on the Card during a certain period of time, having notified the Bank in writing in the form prescribed by the Bank.

6.7. The Customer/Cardholder may apply to the Bank's Contact Center by phone using a code word with an application for temporary cancellation of the daily restriction of the Card transactions, and to the Bank's subdivision at the location where the current account is maintained in the card database.

6.8. The Customer may temporarily cancel the daily restriction on the Card transactions in Onlinebank Halyk System.

6.9. The Bank shall set restrictions and limits on card transactions for protection against unauthorized access.

6.10. The Bank shall be entitled to change and modify the list of restrictions and limits set on card transactions.

Section 7. Tariffs and Mutual Settlements of the Customer with the Bank

7.1. The Bank shall charge a fee for the services rendered under the Agreement in the amount set by the tariffs. The Tariffs are posted on the Bank's website at www.halykbank.kz.

The Bank shall notify the Customer of the amendments to the tariffs by posting information on the Bank's website at www.halykbank.kz at least 15 (fifteen) calendar days prior to the effective date of such amendments, with an indication in the notice of the Customer's right to repudiate the Agreement (terminate the Agreement) before the effective date of such amendments, without paying an additional termination fee.

7.2. The Customer shall return to the Bank the money erroneously credited to the Account or erroneously received with the use of an ATM/payment terminal/POS terminal in excess of the amounts requested by the Cardholder and specified in the control receipt of the ATM/payment terminal/POS terminal, including money in another currency (regardless of the reason for such erroneous crediting/receipt), in accordance with the procedure established by the Bank.

7.3. The Customer shall pay the Bank's commission fee for crediting money to the Account using the Self Collection Card in accordance with the terms of this Agreement, by means of deducting the amount of such commission fee from the amount of money credited to the Account by the Bank.

7.4. The services received by the Cardholder using the PP Card, including the persons accompanying the Cardholder, shall be actually rendered to the Customer, and shall be paid by the Customer in accordance with the procedure set out herein. The cost of such services shall be calculated in accordance with the tariffs established by PP, and on the basis of the relevant documents signed by the Cardholder when visiting VIP lounges of international airports using the PP Card.

The Customer shall pay for the PP Card services on the basis of the PP's request submitted to the Bank in accordance with the contractual relations between the Bank and the PP in accordance with the procedure set out herein.

In case of payment by the Bank for the services received by the Cardholder using the PP Card, the Customer undertakes to reimburse the Bank for such expenses in accordance with the procedure established by this clause. The Customer shall pay for the services on PP Card/reimburse the Bank's expenses, in cases stipulated hereby, by direct debiting of the Account by the Bank on the basis of the documents stipulated by the legislation of the Republic of Kazakhstan, the Agreement, and internal documents of the Bank. The Customer undertakes to ensure availability of the amount of money in the Account sufficient to pay for the services received with the use of PP Card/reimburse the Bank's expenses.

The Customer hereby unconditionally and irrevocably undertakes to pay for the services received with the use of the PP Card in accordance with the procedure set out herein. Sufficient confirmation of the Customer's obligations to pay for the services received with the use of the PP Card shall be a statement of receipt of the PP Card signed by the Cardholder, and other documents stipulated by the Bank's internal documents and confirming the Cardholder has received the PP Card (including in case of batch issue of cards).

In case of cancellation of the Card which the Bank issued the PP Card to the Cardholder to, and/or termination of the Agreement, the PP Card shall be returned to the Bank.

7.5. If there is no money in the Account for more than 12 (twelve) calendar months upon issue of the Card to the Customer/Cardholder, and the Customer fails to pay the fee for the second and subsequent years of the Card service, the Customer shall pay the Bank the incurred debt in full.

7.6. The Bank shall withdraw the following from the Account and/or any of the Customer's bank accounts opened with the Bank by direct debiting thereof without the Customer's additional consent:

7.6.1. the amount of the card transaction;

7.6.2. the fee due to the Bank as per the Bank's tariffs;

7.6.3. the amount of technical overdraft (including the amount of forfeit in case of technical overdraft);

7.6.4. the money erroneously accepted (credited) to the Account;

7.6.5. the amount of money credited to the Account during incorrect maintenance of the Account (the amount is withdrawn from the Account only), during the period of blocking the amount of money in the Account. The Bank shall notify the Customer of withdrawal of the amount of money credited to the Account due to incorrect account maintenance on the day of withdrawal;

7.6.6. other types of the Customer's debts to the Bank.

The Customer hereby expresses its unconditional and irrevocable consent to withdrawal by the Bank of all amounts of debts under the Agreement, including the amount of the card transaction, fees due to the Bank, the amount of technical overdraft, amounts of forfeits, costs and expenses, and the amounts erroneously credited to the Account, from the Account and from all other bank accounts of the Customer opened with the Bank, by direct debiting thereof. The Customer hereby expresses its unconditional and irrevocable consent to the withdrawal by the Bank of the amount of money in the Account credited to the Account due to incorrect maintenance of the Account, by direct debiting of the Account.

Section 8. Provisions for Ensuring Fulfillment by the Customer of its Obligations in Case of Technical Overdraft

8.1. The technical overdraft committed by the Customer shall be subject to immediate repayment. Each case of technical overdraft committed by the Customer shall be deemed a material breach of the Agreement, and may result in the Bank's repudiation of the Agreement in terms of maintaining the Card.

8.2. Reasons for technical overdraft on corporate cards:

1) exchange rate difference of the transaction – when making transactions in a currency different from the currency of the current account in the card database;

2) transactions without authorization – when making transactions the Bank does not receive a request for confirmation of sufficiency of funds in the current account in the card database, after transactions are made the Payment Card System sends a financial submission for write-off of funds, which the Bank needs to execute;

3) for transaction on replenishment of current account in the card database in non-cash way by transfer from current account/transfer from current account in the card database within the Bank/replenishment of current account in the card database in cash via self-service devices, the Bank shall provide own funds to the Customer in order for the Customer to get instant access to transferred funds. If the Customer has performed a card transaction before the Bank receives the financial card transaction on the current account in the card database, a technical overdraft occurs;

4) when issuing resolutions and (or) orders of authorized state bodies and officials on suspension of debit transactions on the bank account, third party demands to withdraw money from the bank account and (or) seizure of the customer's current account in the card database before receipt of financial card transaction – in case the Customer has made a card transaction at the expense of the Bank's funds and demands/blocks are put on the customer's current account in the card database, when the Bank receives a financial card transaction, the received amount is credited to the current account in the card database of the seizure, since according to Article 740-6 of the Civil Code of the Republic of Kazakhstan, the certificates of seizure, resolutions and (or) orders of authorized state bodies or officials on suspension of debit transactions on the customer's bank accounts submitted to the customer's bank account, shall be executed taking into account the date and time of receipt.

8.3. In case of technical overdraft, the Customer shall repay the amount of the Technical Overdraft not later than 5 (five) calendar days upon its occurrence. In case of failure to repay the amount of the Technical Overdraft, the Bank shall accrue a forfeit from day 5 (five) upon the date of the Technical Overdraft occurrence.

8.4. The Customer undertakes to pay to the Bank the forfeit accrued by the Bank from the date of technical overdraft occurrence to the date of its repayment, at the rate set by the Bank's tariffs on the amount of the Technical Overdraft, and the amount of the Technical Overdraft.

8.5. When accruing forfeits in case of technical overdraft, the number of days in a calendar month shall be taken as 30 (thirty) days, and a year shall be taken equal to 360 (three hundred and sixty) days.

Section 9. Blocking of the Card

9.1. The Bank shall reserve the right to temporarily block the Card in the following cases:

9.1.1. there is a risk of unauthorized Card Transactions made by the Cardholder. The Bank shall determine the grounds for temporary blocking of the Card at its own discretion;

9.1.2. violation/non-fulfillment by the Customer/Cardholder of the Agreement, the Rules, identified by the Bank employees;

9.1.3. erroneous acceptance (crediting) of money to the Account;

9.1.4. in cases stipulated by the requirements of the Law of the Republic of Kazakhstan "On Anti-Money Laundering and Countering the Financing of Terrorism".

The Bank shall notify the Customer in writing and/or by SMS in case of blocking the Card at the initiative of the Bank within 10 (ten) banking days upon blocking.

9.2. The Cardholder shall ensure the prompt contact of the Bank with the Cardholder to clarify the degree of legitimacy of certain card transactions (participation or non-participation of the Cardholder therein).

9.3. In case of loss or theft of the Card, the Cardholder should immediately contact the Bank (Contact Center or any branch of the Bank at the location) with an oral or written request to block the card (the "request"), and if the Cardholder is unable to contact the Bank, it should contact any local bank being a member of the payment card system.

The request shall specify the surname, name, patronymic of the Cardholder and, if possible, additional information: date of birth, code word, number and expiration date of the Card, and the reason for blocking, with an indication of contact details – address and phone number.

Card blocking (request) shall take effect upon documentary registration of the request by the Bank's Authorization Center.

9.4. The Cardholder shall be liable for Card Transactions made before the Card blocking comes into force, and shall be released from such liability upon the Card blocking.

9.5. Upon finding the Card previously declared lost, the Cardholder shall immediately inform the Bank thereof, and then return the Card to the Bank.

9.6. The Customer undertakes to unconditionally reimburse all expenses and legal costs incurred by the Bank due to circumstances depending on the Customer/Cardholder and/or related to the blocking of the Card.

Section 10. Liability of the Parties

10.1. The Bank shall be liable for:

10.1.1. improper execution of the Agreement and disclosure of bank secrecy in accordance with the current legislation of the Republic of Kazakhstan;

10.1.2. delay in accepting (crediting) to the Account of the money received by the Bank in favor of the Customer, in the amount of 0.02% of the untimely accepted (credited) amount for each day of delay;

10.1.3. delay in cash disbursement to the Customer at the Bank's branch, provided that the Customer complies with the requirements of the Agreement, and the requested amount of money is available in the Account, in the amount of 0.02% of the untimely disbursed amount for each day of delay;

10.1.4. an erroneous transaction on the Account. The Bank's liability in this case shall be limited to canceling the erroneously performed transaction;

10.1.5. an unauthorized transaction in the case stipulated by the Rules.

10.2. The Bank shall not be liable for:

10.2.1. refusal of a third party to provide service of the Card;

10.2.2. the quality of goods and services purchased with the Card;

10.2.3. limits, restrictions or additional fees on the Card established by a third party, which may affect the interests of the Customer;

10.2.4. consequences of untimely application of the Customer/Cardholder to the Bank with a request to block a lost/stolen Card;

10.2.5. consequences of untimely written notification of the Bank of the dismissal or death of the Cardholder;

10.2.6. delay of acceptance (crediting) of money to the Account in case of failure by the Customer to provide the required documents and information;

10.2.7. carrying out by the Customer/Cardholder of transactions (with the Card) with money subject to financial monitoring in accordance with the legislation of the Republic of Kazakhstan on anti-money laundering and countering the financing of terrorism through the Card.

10.2.8. losses incurred by the Customer as a result of any actions of third parties, including, but not limited to the Customer's counterparties/employees, who have access to the Card, PIN, login to Onlinebank Halyk System on any grounds, if it became possible due to carelessness, negligence and/or intent of the Customer/Cardholder;

10.2.9. losses incurred by the Customer as a result of the Bank's compliance with the requirements of the anti-money laundering and countering the financing of terrorism legislation, and the requirements of international economic sanctions;

10.2.10. in case of technical failures (disconnection/damage of power supply and communication networks, software failures, if it is not related to the entrepreneurial risk of the Bank, and performance of routine (technical) works of the processing center and the Bank's database, technical failures in international payment systems), if not caused by the actions of the Bank's employees, which resulted in the Bank's failure to fulfill the terms and conditions of the Agreement;

10.2.11. refusal to perform the transaction in cases stipulated by the legislation of the Republic of Kazakhstan.

10.3. The Customer shall be liable for:

10.3.1. non-fulfillment, improper fulfillment of the Agreement in accordance with the legislation of the Republic of Kazakhstan;

10.3.2. consequences of untimely application to the Bank for blocking of the lost/stolen Card, in the full amount of damage caused to the Bank;

10.3.3. failure to return to the Bank the money erroneously accepted (credited) to the Account in accordance with the current legislation of the Republic of Kazakhstan;

10.3.4. insufficient control over spending of money in the Account, committing the Technical Overdraft, failure to comply with the Rules and other terms and conditions of the Agreement, to the full extent of damage caused to the Bank;

10.3.5. delay in repayment of the debt to the Bank as per the Bank's tariffs, failure to repay the debt on the Technical Overdraft;

10.3.6. non-compliance with the currency legislation of the Republic of Kazakhstan when conducting card transactions;

10.3.7. damage caused to the Bank/Customer in connection with the transfer by the Customer/Cardholder to third parties of the Card, PIN, E-PIN, Identifier, Password, Code Word, 3D Secure/SecureCode, one-time SMS password, Card details, Cardholder's IIN, including the device with a mobile phone number for receiving an SMS message with a temporary Card activation code and a one-time SMS password for online transactions, to the full extent of the damage caused;

10.3.8. making Card Transactions online that are not confirmed by 3D Secure/SecureCode or one-time SMS password, except for Card Transactions made with the Merchants that do not participate in Verified by Visa/MasterCard SecureCode programs;

10.3.9. using the Card with unauthorized services when the customer/cardholder conducts transactions that are not included in the list of authorized services for the product the Card was issued with, and authorizations wherefore were passed through the Payment Card Systems;

10.3.10. expenses and court costs incurred by the Bank through the fault of the Customer/Cardholder, in the full amount of damage caused to the Bank, as determined by the court decision;

10.3.11. ensuring the safety of the Card;

10.3.12. written notification within 5 (five) banking days to the Bank of changes in details (name/full name of the Customer, location, full name of the Cardholder, etc.);

10.3.13. termination of use of the Card, and, upon receipt of a relevant written notice from the Bank within 3 (three) banking days, return to the Bank all the Cards issued under the Agreement;

10.3.14. written notice to the Bank within 3 (three) banking days upon submission by the Cardholder of an application for resignation/occurrence of other grounds for termination of labor relations, or upon death of the Cardholder, and repayment of the debt under the Agreement.

10.4. The issues of consideration of the Customer's appeals, claims, compensation of losses, shall also be regulated by the Rules.

10.5. The Parties shall be released from liability for partial or full failure to fulfill their obligations if it was caused by force majeure circumstances, in particular: fire, flood, earthquake, power failure, and other circumstances beyond the control of the Parties, for the period of these circumstances, and the Parties undertake to make every effort to restore conditions for proper fulfillment of their obligations as soon as possible.

10.6. Exemption of the Party for which force majeure circumstances have made it impossible to fulfill its obligation(s) under the Agreement from liability for non-fulfillment, improper fulfillment of its (their) obligation(s) under the Agreement shall not exempt this Party from liability for non-fulfillment or improper fulfillment of obligations that are not unenforceable under the Agreement.

10.7. If the force majeure circumstances and the consequences caused thereby last more than 60 (sixty) calendar days, the Parties will take measures to meet and discuss measures to continue the relationship or to terminate the Agreement.

Section 11. Dispute Resolution

11.1. Any disputes and disagreements arising in the course of execution of the Agreement shall be settled by negotiations between the Parties, if possible, taking into account the terms and conditions of the Agreement, including the Rules.

11.2. Disputes which have not been agreed upon shall be settled in the courts of the Republic of Kazakhstan in accordance with the procedure provided for by the current legislation of the Republic of Kazakhstan.

When resolving disputes arising under or in connection with the Agreement, the applicable law shall be the law of the Republic of Kazakhstan.

11.3. The Parties agree to admit data on transactions on machine data carriers as evidence in dispute resolution.

11.4. The Bank shall remain uninvolved in any disputes between the Customer/Cardholder and the Beneficiary, or between the Customer and the Cardholder, including disputes arising in connection with the receipt of services by the Cardholder using the PP Card.

Section 12. Notices

12.1. Written notices, appeals, demands sent by one Party to the other Party hereunder, including Account Opening Notices sent by the Bank to the Customer, except for documents executed in the course of the Account transactions, shall be deemed received by the other Party:

12.1.1. when sent by courier – on the day of receipt with a respective mark;

12.1.2. when sent by registered mail – on the 4th (fourth) calendar day after sending (according to the date of the document issued by the postal organization upon sending);

12.1.3. when sent by electronic mail – on the day of sending;

12.1.4. when sent via Onlinebank Halyk System – on the day of sending.

12.2. Written notifications shall be sent:

12.2.1. to the Customer – to the address specified in the Application and/or to the details used by the Customer in Onlinebank Halyk System;

12.2.2. to the Bank – to the address of the Bank outlet where the Customer receives services and/or to other addresses available at: www.halykbank.kz.

Section 13. Miscellaneous

13.1. The Customer undertakes to notify the Bank in writing of any changes in its details and provide supporting documents (BIN/IIN, legal address and actual location, telephone number, e-mail address, fax number, and other information contained in the documents sent/submitted to the Bank), and information on the Cardholders provided to the Bank in accordance with the Agreement, not later than within 5 banking days upon their change, with the new documents submitted to the Bank.

13.2. The Customer undertakes to notify the Bank in writing within 3 (three) banking days upon submission by the Cardholder of an application for dismissal/occurrence of other grounds for termination of labor relations, or upon death of the Cardholder, return the Card to the Bank, and repay the debt under the Agreement.

13.3. When the Customer/Cardholder leaves the Republic of Kazakhstan, they shall provide the Bank with the necessary information (period of stay, country of stay) and contact phone number necessary for the Bank to maintain communication with the Customer/Cardholder.

13.4. The Bank shall be entitled to unilaterally make amendments:

13.4.1. to the terms and conditions of the Agreement, including restatement of the Agreement;

13.4.2. to the Rules, and the tariffs;

13.4.3. to the amount of forfeit established for cases of technical overdraft.

The Bank shall notify the Customer of amendments by posting the information on the Bank's website at www.halykbank.kz at least 15 (fifteen) calendar days prior to the date of enactment of such amendments, with an indication in the notification of the Customer's right to repudiate the Agreement (terminate the Agreement) before the date when such amendments are enacted, without paying an additional fee for its termination.

13.5. The Bank shall notify the Customer of the expiry of the Card at least 10 (ten) calendar days prior to the expiration date, by sending a notice to the Customer's specified e-mail address or mobile communication device via short text and (or) multimedia messages.

13.6. To execute Card Transactions, the Bank, within its control, shall ensure uninterrupted functioning of the Bank's ATM systems, Onlinebank Halyk System, Bank kiosks, POS terminals, and 24/7 Authorization of Card Transactions.

13.7. The Bank shall be entitled to provide the Cardholder with statements in accordance with the Agreement. The Bank shall be entitled to send the Account information via open communication channels (including SMS, e-mail, fax, telephone, etc.), if the Customer/Cardholder has initiated a request to the Bank via such communication channels or has given an instruction to send the Account information via such communication channels. The Customer (represented by CEO and chief accountant or other persons having the right of first and second signatures in accordance with the Customer's specimen signature and seal document) hereby gives a formal written consent to the Bank to provide the information on the Accounts

to any third party (including to the Cardholder) who has actually received such information as a result of the Bank's actions under this clause of the Agreement. The Customer hereby confirms being aware of the risk of unauthorized receipt by the third parties of the information sent by the Bank via open communication channels in accordance with this clause of the Agreement, and assumes such a risk.

13.8. Instructions received by phone or other communication channels (without logging into Onlinebank Halyk System) to block the Card, and to receive information about the Accounts, provided that the correct Code Word is indicated, shall be considered equivalent to written instructions of the Cardholder/Customer received on paper and certified with signatures of the Customer's officials authorized to dispose of the Account, and with the impression of the Customer's seal in accordance with the Customer's specimen signature and seal document, or with the signature of the Cardholder, respectively.

13.9. In case of insurance by the Bank of risks of Cardholders, the Customer hereby gives the Bank the consent required by the legislation of the Republic of Kazakhstan for such insurance of risks of the Cardholder, on the terms and conditions established by the internal documents of the Bank and contractual relations of the Bank, with the insurer selected thereby independently. Insurance terms shall be notified to the Customer/Cardholder by issuing thereto an insurance memo/insurance policy. The Customer represented by the Customer's authorized representative hereby gives the Bank its official written consent to the Bank to provide the insurer with the information required for insurance (including the information constituting bank secrecy).

13.10. The Bank shall be entitled to transfer the information about the Cardholder, Account and transactions thereon, and other information (including the information constituting bank secrecy) received by the Bank under the Agreement and other contractual relations established by the Bank with the Customer, to the Payment Card System, including at the request of the System/Participants of the Systems or other service provider, if such provision is required in accordance with the rules of the Systems, contractual relations between the Participants of the Systems or contractual relations of the Bank with the respective service provider or legislation of the respective System Participant's country. The Customer represented by the Customer's authorized representative hereby gives the Bank its official written consent to the provision of information by the Bank in accordance with the provisions of this clause of the Agreement.

13.11. The Customer grants the Bank the right to inform the National Bank of Kazakhstan and other state authorities about the Card Transactions conducted by the Customer/Cardholder with the Accounts on the grounds and within the limits established by the currency and/or other legislation of the Republic of Kazakhstan.

13.12. In the event that the Customer and the Bank have entered into an agreement establishing the procedure for issue of corporate cards in the form approved by the authorized body of the Republic of Kazakhstan, this Agreement shall regulate the relations of the Parties not regulated by the agreement in the form approved by the authorized body of the Republic of Kazakhstan. If there are any contradictions between the terms and conditions of this Agreement and the terms and conditions of the agreement in the form approved by the authorized body of the Republic of Kazakhstan, the terms and conditions of the agreement in the form approved by the authorized body of the Republic of Kazakhstan shall apply.

13.13. The Bank shall be entitled:

13.13.1. to refuse to establish business relations with the Customer in case it is impossible to take measures for due diligence provided by the current legislation and (or) internal documents of the Bank, and in case there are suspicions that business relations are used by the Customer for the purposes of money laundering or terrorism financing, and in violation of the requirements of international economic sanctions;

13.13.2. to request the Customer (representative thereof) to submit information and documents necessary for identification of the Customer (representative thereof), identification of the beneficial owner, and submission of information on tax residency, type of activity and source of financing of the transactions to be performed;

13.13.3. to request the Customer (representative thereof) to provide other information and documents stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and countering financing of terrorism and (or) within the framework of fulfillment of requirements set forth by the international economic sanctions;

13.13.4. to refuse to perform the Customer's transaction in case of detection of unusual/suspicious transactions aimed at money laundering and terrorism financing, and transactions subject to or aimed at evading international economic sanctions;

13.13.5. to refuse to perform the Customer's transaction if the Bank suspects that the Bank is used for the purposes of money laundering and terrorism financing, and for the purposes of violating/avoiding the requirements of international economic sanctions;

13.13.6. to suspend executing debit transactions on the account in case of suspicion that such transactions are performed for the purposes of money laundering and terrorism financing, and for the purposes of violation/evasion of international economic sanctions;

13.13.7. to terminate business relations with the Customer by unilateral repudiation of the Agreement in the following cases:

occurrence in the course of study of operations of suspicions that business relations are used by the Customer for the purposes of money laundering or terrorism financing;

repeated refusals to conduct debit transactions on the Account, or suspension of all transactions on the Customer's bank accounts;

sanctions against the Customer and (or) affiliates thereof imposed under the jurisdiction of any country (e.g. USA, EU, UK, etc.) or international organization (including, but not limited to, FATF³, UN⁴, etc.);

the Bank has grounds to believe that the Customer's/Counterparty's transactions, including contracts, are subject to international economic sanctions or are aimed at evading international economic sanctions;

liquidation of the Customer as a legal entity;

deregistration of the Customer as an individual entrepreneur / deregistration of the Customer as a self-employed person;

cases stipulated by the Bank's internal documents and procedures on anti-money laundering and countering the financing of terrorism.

13.14. The Customer shall be obliged to provide the Bank with information and documents required for the Bank to fulfill its obligations under the laws of the Republic of Kazakhstan and internal documents of the Bank, including information on the beneficial owners.

13.15. The Customer shall be obliged:

13.15.1. to use the card to pay for goods and services on the Internet, which do not require further presentation of the card (booking of air/theater tickets, hotels, cars, etc.);

13.15.2. in case of refusal to purchase goods/services ordered on the Internet and paid with the card, to demand the entrepreneur to refund the purchase price in a non-cash manner, by crediting money to the Account (the refund cannot be made in cash);

13.15.3. to take reasonable measures to maintain confidentiality of the card details and CVV2 code, not to disclose/transmit to other persons the 3D Secure/SecureCode/Authentication Mode by UPI, one-time SMS password, CVV2 code;

13.15.4. to reimburse the Bank for the expenses on prevention of illegal use of the card, in the amount of the expenses actually incurred by the Bank and confirmed by documents;

13.15.5. to stop using the Card, and follow the Bank's instructions in cases of unauthorized access of third parties to the Account, and other cases stipulated by the Agreement and the Rules.

Section 14. Term of the Agreement. Termination of the Agreement.

Closing of the Account and the Card

14.1. The Agreement shall enter into force on the date the Bank accepts the Application from the Customer, and shall remain in force until the date of termination of the Agreement.

14.2. The Customer shall be entitled to submit an application to the Bank for closing one or more Accounts without termination of the Agreement, provided that one of the Accounts remains valid, by

³ FATF – Financial Action Task Force on Money Laundering, an intergovernmental organization that develops global standards for anti-money laundering and countering the financing of terrorism (AML/CFT), and assesses the compliance of national AML/CFT systems therewith.

⁴ The United Nations (UN), an international organization established to maintain and strengthen international peace and security, and to promote cooperation between states.

applying to the Bank. At the same time, the obligatory conditions for closing the Card/Account(s) shall be the absence of outstanding claims to the Account, including in the form of the Customer's debt to the Bank, and submission by the Customer to the Bank of an application for closing all Cards issued under the Agreement to the Account(s) to be closed. If it is necessary to close the Card without closing the Account(s), the Customer may submit an application for closing the Card in Onlinebank Halyk System.

If there are no outstanding claims, unexecuted acts of temporary restriction on property disposal, resolutions and (or) orders of authorized state bodies and (or) officials to suspend debit transactions on the Account(s), or acts of seizure of money in the Customer's Account(s), and closing of all Cards issued under the Agreement to the Account(s), the Bank shall close the Account(s) within 30 (thirty) business days upon receipt of the Customer's application.

If there are any outstanding claims, including in the form of the Customer's debts to the Bank, uncanceled acts of temporary restriction on the disposal of property, resolutions and (or) orders of authorized state bodies and (or) officials to suspend debit transactions on the Account(s), or acts of seizure of money in the Customer's Account(s), and/or if all the Cards issued under the Agreement to the Account(s) have not been closed, the Account(s) shall be closed after fulfillment of all claims / lifting of encumbrances on the Account(s) and closing of all Cards issued under the Agreement to the Account(s).

The Bank shall transfer the balance of money from the Account(s) to other bank accounts specified by the Customer, and/or issue money to the Customer in cash, if such issue does not contradict the requirements of the legislation of the Republic of Kazakhstan, and close the Account(s).

14.3. The Customer shall be entitled to submit to the Bank an application for termination of the Agreement and closing of the Account(s). At the same time, the mandatory conditions for termination of the Agreement and closing of the Account(s) shall be the absence of outstanding claims to the Account(s), including in the form of the Customer's debt to the Bank, and submission by the Customer to the Bank of an application for closing of all Cards issued under the Agreement.

In the absence of any outstanding claims, unexpired acts of temporary restriction on property disposal, resolutions and (or) orders of authorized state bodies and (or) officials on suspension of debit transactions on the Account(s), or acts of seizure of money in the Account(s), the Bank shall close the Account(s) within 30 (thirty) business days after receipt of the Customer's application, and within 60 (sixty) business days for AMERICAN EXPRESS Cards.

The date of termination of the Agreement shall be the date of closing of the last of the Accounts opened under the Agreement.

In the presence of any outstanding claims to the Account(s), including in the form of the Customer's debt to the Bank, uncanceled acts of temporary restriction on disposal of property, resolutions and (or) orders of authorized state bodies and (or) officials on suspension of debit transactions on the Account(s), or acts of seizure of money in the Customer's Account(s), and/or if all Cards issued under the Agreement to the Account(s) are not returned, the Account(s) shall be closed after all claims to the Account(s) have been fulfilled and all Cards issued under the Agreement to the Account(s) have been closed. The date of termination of the Agreement shall be the date of closing of the last Account opened under the Agreement.

The Bank shall transfer the balance of money from the Account(s) to other bank accounts specified by the Customer, and/or issue money to the Customer in cash, if such issue does not contradict the requirements of the legislation of the Republic of Kazakhstan, and close the Accounts.

14.4. The Customer shall be entitled to repudiate the Agreement in case the Bank informs the Customer about amendments to the terms and conditions of the Agreement, including the restatement of the Agreement, the Rules, tariffs, interest rate on the balance of the Customer's own money in the Account, the amount of forfeit for cases of technical overdraft, by submitting to the Bank an application for termination of the Agreement, with all Accounts closed and all Cards issued under the Agreement to all Accounts returned to the Bank before the date when the amendments come into effect.

14.5. The Bank shall be entitled to close the Account if there is no money in the Account/the Account is inactive for more than one year, and to refuse to close the Account if there are outstanding claims against the Account, except in cases of liquidation or reorganization.

14.6. If the Bank repudiates the Agreement, the Bank shall send a respective notice to the Customer using the following notification methods: via Onlinebank Halyk System, SMS notification, posting the information on the Bank's website, and in mass media, at least 15 (fifteen) calendar days prior to the date of termination of the Agreement, and at least 60 (sixty) calendar days prior to the date of termination of the

Agreement for AMERICAN EXPRESS Cards. Upon receipt of a written notice from the Bank in accordance with this clause, the Customer shall return to the Bank all the Cards issued under this Agreement within 10 (ten) business days upon receipt/posting of the notice from the Bank.

If the Bank repudiates the Agreement, in the absence of outstanding claims to the Account, the Bank shall transfer the balance of money from the Account to other bank accounts specified by the Customer, and/or issue money to the Customer in cash, if such issue does not contradict the requirements of the legislation of the Republic of Kazakhstan, and close the Accounts.

Business relations under the Agreement shall be terminated in compliance with the regulations stipulated by the legislation, and in other cases stipulated herein.

14.7. The Bank reserves the right to take measures to terminate the Agreement, including to repudiate the Agreement, in case the Customer fails to fulfill and/or improperly fulfills any of the obligations specified herein, and/or in any of the following cases, including, but not limited to:

14.7.1. if the Customer or its affiliates are included in the list of those subject to global economic sanctions, including in cases where the Bank's performance of such transactions may result in the application of restrictions and (or) sanctions to the Bank;

14.7.2. revocation of any of the consents on personal data provided to the Bank, contestation of the validity thereof by anyone, invalidation of any of the consents on personal data provided to the Bank, failure by the Bank to use the personal data of the subjects provided to the Bank (including as a result of its destruction, blocking, depersonalization, etc.), application of measures to the Bank for violation of the legislation on personal data.

14.8. Upon closing of the Account without termination of the Agreement or upon closing of the Account and termination of the Agreement:

14.8.1. the fee paid by the Customer for the service of the Card(s) issued to the Account(s) shall not be refunded;

14.8.2. the fee paid by the Customer for maintenance of the Account up to the date of closing of the Account, up to the date of termination of the Agreement, shall not be refunded;

14.8.3. the Bank shall not charge the fee on the balance of the Account(s) to be closed, for the last incomplete calendar month.

14.9. The Customer may initiate the closure of the Card on its own initiative, without the participation of the Cardholder.

14.10. The Bank shall notify the relevant tax authorities about the closing of the Account in accordance with the established procedure.

14.11. All amendments and additions to the Agreement shall become an integral part of the Agreement upon their entry into force, when the Bank informs the Customer thereon in accordance with the terms and conditions of the Agreement.

14.12. Annexes 1 and 2 to the Agreement, and the Notification on opening of the Account sent by the Bank to the Customer under the Agreement shall form integral parts of the Agreement.