

Individual's Current Account Accession Agreement

This Individual's Current Account Accession Agreement (the “Agreement”) shall determine the standard terms and conditions of opening, maintaining and closing a current bank account of an individual (the “Customer”), including operations thereon with Halyk Bank JSC.

SECTION I. General

Article 1. Introduction

- 1.1. This Agreement is concluded between Halyk Bank JSC (the “Bank”) and the Customer who has submitted the Individual’s Current Account Opening Application (the “Application/Agreement/Application for changing the type of account to current account for crediting of benefits”). The Application shall be deemed accepted and the Agreement shall be deemed concluded after the Bank marks the Application as accepted.

This Agreement is an accession agreement concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan. The Agreement and the Application form shall be placed on the official web site of the Bank.
- 1.2. The Application signed by the Customer in the manner prescribed hereby shall certify that the Customer has received, read, understood and accepted the Agreement in full, without any comments and objections. The Customer shall not be entitled to refer to absence of his/her signature in this Agreement as the evidence that the Agreement was not received/read/understood/accepted by him/her, if the Bank has a copy of the Application signed by Customer in the manner prescribed hereby. By signing the Application, the Customer shall accept all conditions of opening, maintaining, closing of the Account and acceding to this Agreement, and shall acknowledge that all provisions of this Agreement completely correspond to the interests and will of the Customer.
- 1.3. All annexes hereto (if any), Applications accepted by the Bank are an integral part of the Agreement.
- 1.4. If an Account is opened and a card is issued thereto, which includes the terms and conditions of the Bank Account Agreement, the terms and conditions of issue and maintaining a payment card shall be governed by the Payment Card Issue and Maintenance Agreement.
- 1.5. This Agreement shall not apply to the procedure of the Bank's operations on bank accounts of individuals - individual entrepreneurs, private notaries, private bailiffs, attorneys, professional mediators.

Article 2. Terms and definitions

- 2.1. The following terms are used herein:
 - 2.1.1. **Bank** is Halyk Bank JSC, its branches/subdivisions/employees;
 - 2.1.2. **biometric data** is a set of unique characteristics of an individual that allow to identify him/her. Such characteristics include but not limited to fingerprints, iris, facial features, voice, handwriting or gait. These characteristics are collected by special software and hardware tools;
 - 2.1.3. **blocking of current account** is full or partial, permanent or temporary ban for debit operations from the current account;
 - 2.1.4. **statement** is duly executed information on the Account status provided by the Bank on paper or electronically at the request of the Customer or third parties in accordance with the requirement of the legislation of the Republic of Kazakhstan and reflecting credit/debit operations in the Account for a certain period of time. The statement is a type of notification and serves as a sufficient evidence of operations in the Account. The statement does not require any additional certification,

unless other requirements are expressly established by the legislation of the Republic of Kazakhstan. Operations shall be deemed performed on the business day specified in the Statement;

- 2.1.5. **available balance** is an amount of cash balance in the Account minus temporarily blocked amounts until the moment of accounting passing in the software (amount of an operation and amount of the Bank's commission fee) for performance of an operation in the Account in accordance with the Bank's Tariffs);
- 2.1.6. **debt** is all and any debt of the Customer to the Bank hereunder, including but not limited to the Bank's commission fees, forfeits (fines, penalties), other debt that the Customer may incur in relation to the Bank in the course of cooperation between the Parties hereunder;
- 2.1.7. **Application** is the Customer's written expression of will to open a current account and accede to the Agreement, after receipt of which the Bank shall provide banking services of the Account in accordance with the terms and conditions of the Agreement and requirements of the legislation of the Republic of Kazakhstan;
- 2.1.8. "Internet Banking for Individuals" system (the "Internet Banking") is the system of remote access to electronic banking services via the Internet on the Bank's web site at <https://www.Homebank.kz/> and Halyk Homebank mobile application available in Google Play and App Store for Android and iOS platforms;
- 2.1.9. **Customer** is an individual who is the owner of the Account opened with the Bank in accordance with this Agreement and used for the purposes of performing operations not related to entrepreneurial activity;
- 2.1.10. **operating day** is a period of time during which the Bank renders services to customers hereunder;
- 2.1.11. **business days** are days of a week, except for weekends and public holidays, when the Bank is open for banking operations;
- 2.1.12. **Account** is a current account of an individual opened with the Bank in national or foreign currency in accordance with this Agreement;
- 2.1.13. **Tariffs** are current tariffs determining the amount of the Bank's commission fees charged for the services rendered by the Bank/operations performed by the Bank under the Agreement. The Tariffs are posted on the Bank's web site at the following electronic address: www.halykbank.kz;
- 2.1.14. **notifications** are notifications of the Parties in the state and/or Russian languages sent by the methods provided for by this Agreement as well as by the Bank's internal policies, standards and procedures;
- 2.1.15. **Directorate** is Directorate "Interdepartmental Settlement Center for Social Payments" – the branch of "State Corporation "Government for Citizens" Non-commercial Joint Stock Company;
- 2.1.16. **Trusted Number** is the Customer's personal cell phone number, to which passwords will be sent for operations in Internet Banking/Homebank, as well as for operations when the Customer personally visits the Bank, 3D Secure codes and SMS notifications on accounts etc., requiring a higher level of security;
- 2.1.17. Push notifications are informational and other messages sent by the Bank to the Customer in Halyk Homebank mobile application.

Article 3. Subject of Agreement

- 3.1. The Bank shall open a current bank account(s) /hereinafter referred to as the Account/ for Customer in the amount and in the currency determined in accordance with the Application, subject to submission of documents established by the legislation of the Republic of Kazakhstan and internal documents of the Bank.
- 3.2. The terms and conditions of the Agreement shall apply to all Accounts opened in accordance with this Agreement and the Application.
- 3.3. The Bank shall open and maintain the Account(s), perform banking operations and render banking services thereunder in accordance with the terms and conditions of the Agreement, internal documents, standards, procedures, Tariffs of the Bank and the requirement of the legislation of the Republic of Kazakhstan.

- 3.4. In order to identify the Customer/authorize the operations performed in the Account(s), the Bank may additionally use:
 - 3.4.1. Customer's photo image, which is placed in the Bank's database (if any);
 - 3.4.2. biometric data of the Customer; and/or
 - 3.4.3. payment card issued by the Bank (if the Customer is available), dynamic identification of the Customer;
 - 3.4.4. sending a one-time password to the Customer in the form of an SMS message to the Trusted number or Push-notification in Halyk Homebank mobile application, provided that the Customer is registered in Halyk Homebank mobile application and the service of receiving notifications with information on the main terms and conditions of an operation is activated;
 - 3.4.4. other identifying parameters and documents.

Article 4. Account operations

- 4.1. The Bank shall, in accordance with the terms and conditions of the Agreement and the requirement of the legislation of the Republic of Kazakhstan, perform the following operations in the Account and render banking services and shall:
 - 4.1.1. credit the Account with money in KZT or foreign currency (depending on currency of the Account) received in cash or by wire transfer from other accounts of the Customer or other persons;
 - 4.1.2. transfer money from the Account in the Account currency to other Customer's accounts or to the accounts of other persons as instructed by the Customer, the Bank or other persons;
 - 4.1.3. issue cash in the Account currency to the Customer from the Account;
 - 4.1.4. issue the Account statements as required by the Customer;
 - 4.1.5. perform operations on purchase/sale of cash and non-cash foreign currency according to the Customer's application for conversion;
 - 4.1.6. transfer money from the Account to the Customer's deposit savings accounts with the Bank on the basis of concluded bank deposit agreements;
 - 4.1.7. perform other operations stipulated by the Bank's internal documents.
- 4.2. All debit operations in the Account shall be performed within the limits of amount available in the Account.
- 4.3. The Customer shall comply with the requirements of the current legislation of the Republic of Kazakhstan regulating conversion operations. Conversion shall be made within the limits of amount available in the Account on the basis of a duly executed instruction of the Customer,
- 4.4. The Bank shall determine the list of currencies for which conversion operations are performed independently and may change it at its own discretion.
- 4.5. In accordance with the legislation of the Republic of Kazakhstan the Bank shall perform conversion operations:
 - from foreign currency into Kazakhstan KZT;
 - from Kazakhstan KZT into foreign currency;
 - from foreign currency into another foreign currency.

The list of currencies for which conversion operations are performed shall be determined by the Bank independently and may be changed at its discretion.
- 4.6. Transactions shall be carried out at the current conversion rate set by the Bank at the time of the transaction. The current conversion rate corresponds to the purchase/sale rate of non-cash currency in effect at the Bank at the time of the transaction. The purchase/sale exchange rate of non-cash currency shall be set by the Bank on a daily basis and shall be posted on the Bank's website and at the Bank's branch/subdivision. The exchange rate for the purchase/sale of non-cash currency may be changed by the Bank during the day depending on the market situation.

- 4.7. Money in the Account shall be disposed according to the Customer's instructions. Instructions on Account disposal shall be executed on standard forms used by the Bank. The Customer shall be entitled to provide the Bank with an instruction in another form, provided that such instruction contains all information required for the Bank to properly perform the Customer's instruction as provided for by the legislation of the Republic of Kazakhstan, policies, standards and procedures of the Bank. In such case, the Bank shall independently generate a payment document in the form required by the legislation of the Republic of Kazakhstan or used by the Bank. Such service shall be paid by the Customer in accordance with the Tariffs.
- 4.8. Account operations may be performed by the Customer's representative only on the basis of a notarized power of attorney issued by the Customer, as well as by the Customer's legal representatives, including guardians and trustees, in accordance with the procedure stipulated by the current legislation.
- 4.9. At the same time, replenishment with foreign currency of the foreign currency Account of the Customer - resident of the Republic of Kazakhstan is allowed in the following cases:
- if the Account is replenished by the Customer's representative, who is a resident of the Republic of Kazakhstan, on the basis of a notarized power of attorney issued by the Customer;
 - if the currency operation is a gratuitous transfer of currency valuables to the Customer by a third party - resident of the Republic of Kazakhstan.
- 4.10. The Bank shall perform operations with foreign currency in the Account in accordance with the terms and conditions of this Agreement, internal rules of the Bank, the requirement of the currency legislation of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Payments and Payment Systems".
- 4.11. Upon the Customer's request, the Bank shall provide the Customer with information on balance and (or) flow of money in the Account, on payments and (or) transfers made in the Account in the form of a statement, at the discretion of the Bank - electronically and/or on paper upon the Customer's visit to the Bank. Statements provided by the Customer are sufficient evidence that the Customer was informed on balance and (or) flow of money in the Account, on payments and (or) transfers made in the Account.
- 4.12. The Parties hereby agree that all and any instructions given by the Customer, including those regarding payment of taxes and other obligatory payments to the budget, shall be accepted only during an operating day, unless another term is stipulated by the current legislation. Instructions given by the Customer after the end of an operating day (including instructions given by the Customer via electronic communication channels, including Internet banking system and self-service devices) shall be deemed received by the Bank at the beginning of the next operating day.
- 4.13. The Customer shall assume all risks and responsibilities in relations with third parties to whom the payment is to be made, transfers related to providing instructions to the Bank, including on the payment of taxes and other mandatory payments to the budget, after the end of the business day, as well as for losses related to changes in the exchange rate of non-cash currency that occurred before, during, or at the time of confirmation by the Customer and execution of the transaction by the Bank in Internet banking.
- 4.14. Submission by electronic facilities of instructions on payments and money transfers as well as orders on revocation of a payment document, orders on suspension of execution of a payment document shall be made on the basis and in accordance with the procedure stipulated by a respective agreement. This Agreement shall regulate the issues of processing by the Bank of payment documents received via the Internet banking system to the extent not regulated hereby.
- 4.15. Withdrawal of money from the Account without the Customer's consent, suspension of debit operations in the Account, temporary restriction of debit operations in the Account and seizure of money in the Account (except for cases directly stipulated by the legislation of the Republic of Kazakhstan) shall be made by the Bank only on the basis of duly executed documents and requirements in cases, on the basis and in accordance with the procedure directly stipulated by the requirements of the current legislation of the Republic of Kazakhstan. The Bank shall not be liable for loss incurred by the Customer in such cases.

- 4.16. The Bank shall not accept the Customer's payment documents for execution in cases stipulated by the Agreement and the legislation of the Republic of Kazakhstan. The Bank shall return such payment documents to the Customer in compliance with the procedure stipulated by the legislation of the Republic of Kazakhstan and shall not be liable for loss incurred by the Customer due to the Bank's refusal to execute such instructions.
- 4.17. The Parties shall apply the technology of QR code (Halyk QR) – a payment instrument in the form of a two-dimensional image containing details for making non-cash payments and (or) money transfers. Scanning of the QR code in the Bank's mobile application is the Customer's instruction to make a payment and (or) transfer.
- 4.18. By using the QR code technology for acceptance and (or) cash withdrawal with the use of devices functioning in automatic mode (ATM, electronic terminal and other devices), the Customer shall confirm the corresponding operation by pressing the QR code button in the Bank's mobile application and scanning the QR code on the screen of the device.

Article 5. Payment for services rendered by the Bank

- 5.1. The Customer shall pay for the Bank's services on execution of operations provided for hereby, including execution of the third party's instructions by the Bank, in the form of commission fees in the currency and amounts provided for by the Bank's Tariffs.
- 5.2. Before rendering the service, the Customer shall independently find out the amount of the Bank's Tariffs at the Bank's branch/subdivisions, on the Bank's website www.halykbank.kz. Also, information on amount of a commission fee for a service charged by the Bank shall be disclosed to the Customer when he/she visits the Bank in connection with receiving the service.
- 5.3. The Bank shall notify the Customer of any increase in the Tariffs, including amendments of the Tariffs, when the commission fee for the service previously rendered by the Bank hereunder was equal to zero, in accordance with the procedure established herein.
- 5.4. The Bank shall notify the Customer of the Tariffs for new services, which the Bank may offer to the Customer after conclusion of the Agreement, not later than 2 (two) business days before introduction into effect thereof, by placing information in branches/subdivisions and on the Bank's website www.halykbank.kz.
- 5.5. Commission fee for provision of a payment and (or) money transfer service shall be charged from the Account separately from amount of payment and (or) money transfer, without deduction from amount of payment or transfer.
Commission fee by its deducting from amount of payment and (or) money transfer may be charged in cases of crediting money received by the Customer's Account as a beneficiary. In cases when a commission fee is deducted from amount of payment or money transfer credited to the Account, the Bank shall notify the Customer of amount of accepted payment or money transfer and the deductions made therefrom by one of the methods provided for hereby. Amounts of the Bank's commission fees for the services provided by the Bank hereunder shall be deducted from the Account by direct debiting the Account and shall be reflected in the Account statement.
- 5.6. The Parties hereby shall agree that in case of termination of the Agreement, the Account maintenance commission fee (if any in the Bank's Tariffs) paid by Customer shall not be refunded to the Customer.

Article 6: Internet Banking

- 6.1. The Bank shall provide the Customer with the services of the Internet Banking self-service system for independent receiving information and making operations in the Account remotely via the secure Internet channel (<https://www.Homebank.kz/> and <https://www.myhalyk.kz>).
- 6.2. The Customer may read the list of services provided, terms of service and registration in the Internet banking system at the Bank's branches in the places where information for customers is posted (information stands), on the Bank's website: <https://www.halykbank.kz>.
- 6.3. To connect to the Internet banking system the Customer should:

- have an active payment card of the Bank issued under the Payment Card Issuance and Maintenance Agreement concluded by the Customer with the Bank;
- have a device (computer, smartphone or tablet) connected to the Internet.

If the above-mentioned conditions are met, the Customer shall obtain access to performing operations (receiving services) in the Internet Banking system by independent registration in the system.

- 6.4. Registration and provision of the Internet Banking system services to the Customers shall be made: remotely via the secure Internet channel on the Bank's website <https://www.Homebank.kz/> and <https://www.myhalyk.kz>. The Customer should visit the specified website of the Bank from its personal computer and pass the registration procedure according to the Customer's registration instruction placed on this website;
via an ATM.
- 6.5. Customer's registration in the Internet Banking system means the Customer's agreement with the Terms and Conditions of the Internet Banking system services (the "Terms and Conditions") and conclusion of the Electronic Banking Service Agreement between the Customer and the Bank.
- 6.6. Payment and money transfer instructions, payment document revocation orders, payment document suspension orders, notifications shall be submitted by the Customer to the Bank electronically on the basis of the Electronic Banking Service Agreement, in accordance with the Terms and Conditions. This Agreement shall regulate the issues of processing, execution of such instructions, orders, consideration, execution of notifications to the extent not regulated by the Terms and Conditions.

Article 7. Notifications

- 7.1. All notifications hereunder shall be executed by the Parties in written, except as expressly provided for herein.
- 7.2. The Parties hereby agree and confirm that any notifications from the Bank to the Customer shall be deemed executed in written and received by the Customer when such notifications are sent by the Bank to the Customer by one of the following methods:
by posting the relevant information in branches/subdivisions and on the Bank's website www.halykbank.kz/иных mass media;
by e-mail;
by mobile communication.
The Agreement may also provide for other methods of notification of the Customer by the Bank.
- 7.3. The Parties hereby agree and acknowledge that any notifications from the Customer to the Bank shall be deemed executed in written and received by the Bank when such notifications are sent by the Customer to Bank by one of the following methods:
by delivery to an authorized employee of the Bank against receipt signature;
by courier service or postal service.
The Agreement may also provide for other methods of notification of the Bank by the Customer.
- 7.4. The date of receipt of a notification by addressee shall be deemed:
for notifications that are delivered personally or via courier service - date of receipt with a corresponding mark of relevant person;
for notifications sent by registered mail - the third calendar day after sending (according to the date of a document issued by a postal organization upon sending);
for notifications sent by fax - day of sending, provided that there is a statement of a fax machine on successful completion of sending to a fax number;
for notifications sent by e-mail with the use of mobile communication - day of sending a notification (provided there is a sending message);
for notifications (voice notifications) via mobile communication - date and time of a call;

for notifications posted in branches/subdivisions/on the Bank's website/other mass media - day of posting the notification.

- 7.5. If one of the Parties makes any changes in its contact data/details, which the other Party uses and/or may use for sending notifications (e.g., including but not limited to changes in home or business address, telefax/telephone number, electronic mail address, etc.), the Party that makes such changes shall immediately (in all cases not later than 5 (five) business days from the date of such change) notify the other Party thereof or notify the Bank's Contact Center service in cases when the Bank resolves that oral application of the Customer is sufficient.
- 7.6. The Bank shall not be liable for non-receipt or untimely receipt of notifications by the Customer caused by changes in the Customer's contact data/details, of which the Customer has not notified the Bank in written in accordance with this Agreement.
- 7.7. The Parties hereby shall confirm that each of the Parties assumes all and any risk of using any operational communication facilities for the purpose of sending and/or receiving notifications (including but not limited to the risk of any intentional actions of the third parties, including fraud, unauthorized access to the sent information, as well as loss of such information before its receipt by the Customer/Bank, caused by problems in the functioning of operational communication facilities, service providers or equipment used for transmission of notifications).
- 7.8. The Bank and the Customer shall not be liable for any failure in transmission of notifications and/or for malfunction of any equipment whereby the notification is to be transmitted and/or received.
- 7.9. The Bank and the Customer shall not be liable for any loss that may be incurred by the Customer and the Bank, respectively, in connection with sending notifications with the use of operational communication facilities, including but not limited to loss of the Customer and the Bank, respectively, resulting from non-receipt/untimely receipt of notifications by the Customer/Bank, malicious actions of the third parties, unless it is proved that such loss is a result of negligence or willful failure of the Bank/Customer to fulfill its obligations.
- 7.10. 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, procedure of payment of guarantee compensation, including transfer of unclaimed amount of compensation, shall be placed on the Bank's website.
- 7.11. The Bank shall notify the Customer on the performed Account(s) operation(s) by sending the Push-notifications in Halyk Homebank mobile application, provided that the Customer is registered in Halyk Homebank mobile application and the service of receiving notifications with information on main terms and conditions of operation is activated.
- 7.12. The Customer is notified and agrees that when performing transactions related to the purchase, sale, or conversion of foreign currency via Internet banking, the exchange rate set by the Bank at the time of actual confirmation and execution of the relevant transaction by the Bank at the Customer's instruction shall apply.

Article 8. Unauthorized payments, erroneous instructions. Dispute resolution

- 8.1. The Customer shall determine the correctness of execution of a payment document by the Bank and, in case of execution of an unauthorized payment document, shall notify the Bank thereof within three operating days after its detection, but within the limitation period, which is calculated from the moment of making such payment.
- 8.2. If the Bank is the beneficiary's bank and the Bank itself made an unauthorized payment in the absence of any violations on the part of the Customer, the Bank shall refund the amount of the payment to the Customer not later than the next operating day from the day of receipt of the Customer's notification on the unauthorized payment:
from the beneficiary's bank account, including if there are decisions of an authorized state body or official on seizure of money on the beneficiary's bank account and/or suspension of debit operations and/or unexecuted instructions to be executed within an indefinite period of time;

in case of insufficiency or absence of money in the beneficiary's bank account, from own funds of the Bank.

If the Bank is the beneficiary's bank and if the Bank independently detects an unauthorized payment in the absence of any violations on the part of the Customer, the Bank shall refund the amount of transfer to the Customer in accordance with the procedure established in part one of this clause.

- 8.3. In case of refund of transfer amount to the Bank under an unauthorized payment, the crediting shall be made to the Account not later than the operating day following the day of receipt of the transfer amount to the correspondent account of the Bank.

- 8.4. If the Bank is not the beneficiary's bank and the Bank itself made an unauthorized payment in the absence of any violations on the part of the Customer, it shall send a notification on refund of the unauthorized payment to the beneficiary or beneficiary's bank not later than the next operating day after receipt of the notification on the unauthorized payment from the Customer.

In case of refund of transfer amount to the Bank under an unauthorized payment, it shall be credited to the Account not later than the operating day following the day of receipt of the transfer amount to the correspondent account of the Bank.

If the Bank receives a message from the beneficiary's bank on insufficiency or absence of money on the beneficiary's bank account, the transfer amount shall be refunded from own funds of the Bank.

- 8.5. If the Bank refunded the amount of the Customer's payment from its own funds, and subsequently, before expiration of the limitation period, the Bank received the transfer amount from the beneficiary's bank as a refund, the Bank shall be entitled to set off this amount in its favor on a previously sent notification for refund under the unauthorized payment.

- 8.6. The Customer shall determine the correctness of execution of a payment document and, in case of its erroneous execution, shall notify the Bank of the detected error within three operating days after detection of the erroneous payment, but not later than three years from the date of execution of the erroneous instruction. In the notice of erroneous payment the Customer shall specify the details of the payment document and the erroneous details detected by the Customer. The Bank shall not be liable for the erroneously executed payment document if an error is made by Customer.

The Customer hereby declares that he/she assumes the risk related to a payment document erroneously executed by the Bank, if an error is made by the Customer, his/her representative.

- 8.7. If the Bank is the beneficiary's bank, the Bank shall refund money to the Customer not later than the next operating day from the day of detection of such fact, if the Bank establishes the fact of execution of the erroneous payment.

If the Bank is not the beneficiary's bank, the Bank shall, when it independently detects the fact of execution of the erroneous payment, send to the beneficiary's bank a notification on the need of its refund in accordance with the procedure determined hereby.

- 8.8. The Bank shall, not later than three business days upon receipt from the Customer of a notification on erroneous execution of a payment document:

in relation to the erroneous payment containing details that do not correspond to the details of the Customer's payment document, send the payment document in favor of the relevant beneficiary or refund the entire payment amount to the Customer;

in relation to the erroneous payment, transferred repeatedly, refund the wrongly withdrawn amount to the Customer.

The beneficiary's bank shall refund the erroneous amount to the Customer based on the Bank's letter within the limitation period.

- 8.9. If the Bank made an erroneous payment, it shall send a notification on the need to refund the erroneous payment to the beneficiary in whose favor the erroneous payment is made or to its bank, with attachment of documents evidencing the fact of erroneous payment.

In case of insufficiency or absence of money on the beneficiary's bank account, the refund of the erroneous payment shall be made by the Bank, as having made the erroneous payment, from its

own funds within three operating days upon receipt of notification from the beneficiary's bank on the absence or insufficiency of money on the beneficiary's bank account.

8.10. When the beneficiary's bank refunds the amount of money, the Bank shall:

8.10.1. credit the amount of money to the Account;

8.10.2. set off the received amount of money in its favor, if before its receipt, the Bank made a refund from own funds to the Customer or sent a transfer to the relevant beneficiary.

The Bank shall notify the Customer of such refund within three operating days from the day of receipt of refunded money by the methods determined by the Bank. If the refund is made due to the Bank's indication of payment document details that do not correspond to the details of the payment document received from the Customer, the Bank, without notifying the Customer of the payment refund, shall send a payment document with proper details to the beneficiary's bank within three business days from the date of the refund.

8.11. When accepting the Customer's instruction as protective actions against unauthorized payment, transfer of money, the following elements of protective actions against unauthorized payments may be used, including but not limited to:

personal appearance of the Customer, his/her representative at the Bank;

handwritten signing of the payment document by the Customer, his/her representative in the Bank's premises;

signing of the payment document by the Customer, his/her representative by electronic digital signature;

use of dynamic identification of the Customer, his/her representative when providing payment service by the Bank;

verification of identity of the Customer, his/her representative with the use of original identity document;

when signing a payment document by the Customer's representative, the Customer shall submit the original power of attorney to the Bank and the Bank shall verify the Customer's representative's authorities to sign the payment document with the use of the original power of attorney;

verification by the Bank of cash provided thereto by the Customer or his/her representative for crediting to the Account to ensure that it does not contain counterfeit banknotes;

sending to the Customer of a one-time password in the form of SMS message of the Bank to the Trusted number with information on the main terms and conditions of transfer (payment) and obtaining Customer's consent to these terms and conditions by sending the password to the Bank's employee at the Customer's personal appearance;

sending a one-time password to the Customer in the form of an SMS message from of Bank to the Trusted number with information on the main terms and conditions of transfer (payment) and obtaining Customer's consent to these terms and conditions by sending a reply SMS message with the password to the Bank by the Customer at the Customer's personal appearance.

When accepting the order to revoke/order to suspend the payment document as part of protective actions, the following elements of protective actions against unauthorized payments, money transfers may be used, including but not limited to:

personal appearance of the Customer, his/her representative at the Bank;

handwritten signing of the order by the Customer, his/her representative in the Bank's premises;

signing of the order by the Customer, his/her representative by electronic digital signature;

use of dynamic identification of the Customer, his/her representative when accepting orders by the Bank;

verification of identity of the Customer, his/her representative with the use of original identity document;

when the Customer's representative signs the order, he/she should present the original power of attorney to the Bank and the Bank should verify the Customer's representative's authorities to submit and/or sign the order with the use of the original power of attorney.

The Bank shall ensure the safety of identification facilities of the Customer, his/her representative from access of the third parties.

- 8.12. The Parties shall settle any disagreements and disputes arising in connection with conclusion, execution, termination of the Agreement through negotiations.

The Bank shall consider the Customer's claims in accordance with the procedure and terms established by the Bank's internal documents, as well as in accordance with the current legislation. The Bank may reply to the Customer either by personal delivery to the Customer or by e-mail or other available communication channels.

In case of failure to reach an agreement, each of the Parties shall be entitled to apply to the court of the Republic of Kazakhstan to resolve a dispute.

The law of the Republic of Kazakhstan shall be the law applicable to the Agreement.

- 8.13. If the Customer's claim is recognized as justified, the Bank shall make adjustment to the operation made, as well as other required actions to settle the situation.

- 8.14. Mutual claims on payments, transfers between the sender of money and the beneficiary shall be considered directly thereby, without participation of the Bank, and shall not be considered by the Bank on the merits of the Customer's objections against debiting the Account without his/her consent.

Article 9: Missing Customer, his/her death

- 9.1. Disbursement of money from the Account of the deceased/declared deceased Customer shall be made to the heirs/other persons authorized in accordance with the current legislation, less the Bank's commission fees according to the Tariffs, within the deadlines and on the basis of documents determined by the current legislation, internal policies, standards and procedures of the Bank.
- 9.2. In cases stipulated by the legislation of the Republic of Kazakhstan, money in the Account may be recognized as escheat property.

SECTION 2. Rights and obligations of the Parties. Liability

Article 10. Rights and Obligations of the Parties

10.1. The Customer shall be entitled to:

- 10.1.1. use the Account in accordance with the terms and conditions of the Agreement;
- 10.1.2. receive the Account statements when visiting the Bank or to the mail/e-mail address indicated in written application to the Bank/agreement of the Parties or after submission by the Customer of an electronic form of application for connection to the "Statement to e-mail address" service through the "Internet Banking for Individuals" system if the Bank has a technical possibility to do so;
- 10.1.3. revoke an instruction accepted by the Bank or suspend its execution in the manner and within the deadlines determined by the legislation of the Republic of Kazakhstan;
- 10.1.4. in the absence of any unfulfilled claims to the Account, claim the amount of balance of money in the Account classified as immovable;
- 10.1.5. request the Bank to provide copies of documents confirming the Account operations, including the justification of withdrawal of money from the Account in cases stipulated by the legislation of the Republic of Kazakhstan;
- 10.1.6. refuse the Agreement by submitting a respective application to the Bank;
- 10.1.7. not to apply to the Bank for receiving those payment services, the terms and conditions of rendering of which were changed, amended or the Tariffs, which were amended, supplemented.
- 10.1.8. demand from the Bank the proper fulfillment of obligations hereunder.

10.2. The Customer shall undertake to:

- 10.2.1. observe, fulfill and comply with the terms and conditions of the Agreement and the requirements of the legislation of the Republic of Kazakhstan;

- 10.2.2. pay for the Bank's services in accordance with the Tariffs;
- 10.2.3. notify the Bank within 5 (five) business days of:
 - changes in identity document by submitting original documents confirming such changes to the Bank;
 - changes in residence address, telephone numbers, as well as other changes that are or may be of importance for the Bank for fulfilment of conditions of this Agreement, that are or may be of importance for the Bank in connection with existence of the Account, by applying to the Bank and signing the Application in the prescribed form;
- 10.2.4. immediately and in full refund to the Bank the money erroneously credited to the Account, if the Bank failed to withdraw it from the Account, as well as the money credited to the Account due to incorrect maintenance of the Account;
- 10.2.5. in the Accounts opened in national and/or foreign currency, not to make expense/income operations related to his/her individual entrepreneurial activity, notary activity, advocacy activity, activity on execution of enforcement documents, activity on settlement of disputes by mediation. For non-fulfillment of this obligation, as well as for violation of the requirements of the legislation of the Republic of Kazakhstan regulating the issues of registration, tax registration of individuals engaged in these activities without forming a legal entity, the Customer shall be liable as provided for by the current legislation;
- 10.2.6. not to use the Account for any illegal purposes, including payment for goods, works and/or services prohibited by the current legislation of the Republic of Kazakhstan;
- 10.2.7. provide information when concluding the Agreement on the Bank's related parties;
- 10.2.8. in case of replacement of persons authorized to manage the Account on the basis of a power of attorney, or in case of early termination of powers thereof, immediately notify the Bank in written and submit original documents confirming such changes. The rights and obligations arising from the actions of the Customer's representative to whom the power of attorney is issued, before the representative knew or should have known about its termination, shall remain valid for the Customer and its legal successors with respect to the Bank, if the Bank did not know or should not have known that the power of attorney had been terminated;
- 10.2.9. give instructions to the Bank for making payments and (or) transfers of money in the Account, for withdrawal according to the Tariffs of commission fees from the Account for services rendered by the Bank, not contradicting the current legislation, with presentation of duly executed documents, in accordance with this Agreement and the current legislation of the Republic of Kazakhstan;
- 10.2.10. immediately verify all information received from the Bank, including information specified herein. In addition, if the Customer detects any inaccuracies, incorrect and/or incomplete execution, unauthorized operations, the Customer shall immediately notify the Bank orally by phone and then in written;
- 10.2.11. in case of cash withdrawal in large amounts, determined by the Bank in accordance with its internal policies, standards and procedures, the Customer shall notify the Bank at least 48 (forty eight) hours before such withdrawal, unless another term has been notified to the Customer in accordance with the procedure set forth herein;
- 10.2.12. maintain constant communication with the Bank. If the Customer's representative acts on behalf of the Customer in relations with the Bank under a power of attorney, the Customer is obliged to verify fulfillment of the representative's authorities granted by the Customer;
- 10.2.13. provide the Bank with information and documents required for fulfillment by the Bank of its obligations stipulated by internal documents, procedures, policies of the Bank, as well as the legislation of the Republic of Kazakhstan;
- 10.2.14. provide documents evidencing the justification of payment, transfer both in national and foreign currency in accordance with the requirement of the legislation of the Republic of Kazakhstan;
- 10.2.15. provide the Bank with information, explanations or documents in the required volume and within the deadlines determined by the Bank upon request of a foreign correspondent bank participating in the Customer's operations in foreign currency;

- 10.2.16. in case of receipt of a request from the Bank for provision of information, explanations or documents, which the Bank does not possess, but which are required to be provided to a foreign correspondent bank in order to complete a currency operation, provide the Bank with such information, explanations or documents in the required volume and within the deadlines determined by the Bank;
- 10.2.17. if there is a loan debt to the Bank - notify the Bank of opening bank accounts with other banks within five business days from the day of opening thereof;
- 10.2.18. at the first request of the Bank, within the deadlines determined by the Bank, provide and/or ensure the provision of information and/or documentation that is necessary to enable the Bank to implement and comply with all requirements of the "Know Your Customer" procedures and/or other similar procedures existing in the Bank and/or established by the current legislation of the Republic of Kazakhstan.
- 10.2.19. independently check the exchange rate for buying/selling non-cash currency before confirming each transaction in Internet banking.
- 10.3. **The Bank shall be entitled to:**
 - 10.3.1. demand the confidentiality provided for by the current legislation of the Republic of Kazakhstan;
 - 10.3.2. independently make a decision on opening or refusal to open the Account;
 - 10.3.3. refuse to establish business relations with the Customer in case of impossibility to take measures for proper verification provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank, as well as in case of suspicion that business relations may be used by the Customer for legalization (laundering) of proceeds of crime or terrorism financing, as well as in violation of the requirements of international economic sanctions¹;
 - 10.3.4. make changes to the list of documents required to open/maintain/close the Account without any additional consent of the Customer if it is required by the current legislation and/or the Bank's internal policies, standards and procedures;
 - 10.3.5. launch new services hereunder;
 - 10.3.6. withdraw from the Account, except for the current account for crediting allowance, personal special account for housing payments, on the basis of a payment order by direct debiting the Account:
 - money required for payment of the Customer's debt to the Bank hereunder, Customer's debt to the Bank under other bank account agreements concluded between Customer and the Bank, money when it is necessary for the Bank to make corrective entries in the Account;
 - money credited to the Account in case of incorrect Account maintenance (money is withdrawn only from the Account), 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 in case of incorrect entry in the Account on the day of withdrawal of money from the Account by hand (courier)/registered mail/fax or telex communication/e-mail/mobile communication/Internet Banking for Legal Entities system (depending to which services the Customer has access and by which method, in opinion of the Bank, a notification will be delivered in the shortest possible time to the Customer);
 - 10.3.7. demand when concluding the Agreement the provision of information whether the Customer is a related party of the Bank;
 - 10.3.8. assign the status of an immovable account to the Account (except for personal special account for housing payments and current account for allowance) irrespective of amount of balance thereon, if within 12 (twelve) months no cash and non-cash debit operations were performed by the Customer or his/her representative or by the Bank as instructed by the Customer. If there is a balance of money in the Account, the Bank shall be entitled, and the Customer shall unconditionally agree therewith, to withdraw on the basis of a payment order by direct debiting

¹ Coercive measures of a political, diplomatic or economic nature imposed by an international organization, government of a foreign state or an authorized governmental body of a foreign state, which impose a partial or total ban on trade, financial and other operations/payments/transfers with individuals or entities, state/territory and/or its residents subject to sanctions.

the Account the amount of a commission fee due to the Bank for immovable account maintenance in accordance with the current Bank's Tariffs, as well as other debt hereunder;

- 10.3.9. provide services on transfer (delivery) to the Customer of an electronic image of statements on his/her Accounts to the e-mail specified in the Application, subject to a written notification to the Bank/additional agreement of the Parties;
- 10.3.10. in cases when the amount of money is credited to the Account in case of incorrect maintenance of the Account, block the amount of money in the Account with the right to withdraw such amount of money from the Account by direct debiting the Account. Incorrect maintenance of the Account is the cases which appear when the Bank services the Account and which are expressed in double crediting of the same amount to the Account, incorrect indication of the amount, currency in the Bank's automated systems when crediting money to the Account, incorrect selection of the operation code, incorrect change of currency exchange rates, failure to complete an operation, accounting errors (incorrect reflection of balance entries, unauthorized balance entries). In case of blocking of the amount of money in the Account due to incorrect maintenance of the Account, the Bank may withdraw the amount of money from the Account, make adjustments, corrective entries in the Account. The Bank shall notify the Customer on the day of blocking the amount of money in the Account due to incorrect account maintenance by e-mail/mobile phone/fax/personal delivery notification/via courier service/registered mail (depending to which services the Customer has access and by which method, in opinion of the Bank, a notification will be delivered in the shortest possible time to the Customer). The Customer hereby expresses its unconditional and irrevocable consent for the Bank to block the amount of money in the Account credited to the Account in case of incorrect account maintenance. The period of blocking the amount of money in the Account may not exceed one operating day from the moment of detection of incorrect account maintenance;
- 10.3.11. withdraw from the Account the amount of allowance, pension, compensation, social payment upon receipt by the Bank of the document stipulated in clause 12.7 of this Agreement;
- 10.3.12. make cross-border transfer of personal data of the Customer, his/her representative, including in accordance with subclause 1) of clause 3 of Article 16 of the Law of the Republic of Kazakhstan No.94-V dated 21 May 2013 "On Personal Data and Protection thereof" (the "Law"). The Customer hereby grants to the Bank, in accordance with the Law, consent to collection and processing of the Customer's personal data by the Bank for the purpose of entering into and executing this Agreement with the Bank, cross-border transfer of the Customer's personal data, including in accordance with subclause 1) of clause 3 of Article 16 of the Law, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, there is a need for collection and processing of personal data. Collection and processing of personal data of the Counterparty shall be made by the Bank by the methods that do not contradict the legislation of the Republic of Kazakhstan;
- 10.3.13. demand from the Customer (his/her representative) the provision of information and documents required for identification of the Customer (his/her representative), as well as for provision of information on tax residency, type of activity and source of financing of operations performed, documents related to the operations;
- 10.3.13.1. demand from the Customer (his/her representative) the provision of other information and documents stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and anti-terrorism financing and (or) within the framework of fulfillment of requirements established by international economic sanctions;
- 10.3.13.2. refuse to execute the instruction and (or) suspend the Customer's instruction on the grounds stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and anti-terrorist financing, as well as if the Bank has grounds to believe that the Customer's/counterparty's operations are subject to international economic sanctions or are aimed at evading international economic sanctions;
- 10.3.13.3 refuse to perform the Customer's operations if the Bank has suspicions that the Bank is used for the purposes of money laundering, terrorism financing and (or) for the purposes of evasion of international economic sanctions requirements;

- 10.3.14. refuse to execute the instruction and (or) suspend the execution of the Customer's instruction and (or) crediting the Account if the Customer fails to provide the amount of money in the Account required to make a payment and (or) transfer money, including the amount of a commission fee due to the Bank;
- 10.3.15. terminate business relations with the Customer by means of unilateral refusal to fulfill the Agreement subject to the conditions stipulated in Article 16 of the Agreement in cases:
 established by the Law of the Republic of Kazakhstan “On Combating Legalization (Laundering) of Proceeds of Crime and Financing of Terrorism”, as well as internal regulatory documents of the Bank;
 of emergence of suspicions in the process of studying operations performed by the Customer that business relations are used by the Customer for the purposes of legalization (laundering) of proceeds of crime or terrorism financing;
 of repeated refusals by the Bank to perform debit transactions in the Account or suspensions of all operations on the Customer's bank accounts;
 of existence of sanctions against the Customer and (or) its affiliates imposed under the jurisdiction of any country (e.g., the USD², the EU³, the UK and others) or an international organization (including but not limited to the FATF⁴ and the UN⁵);
 if the Bank has grounds to believe that the Customer's/counterparty's operations are used for the purposes of legalization (laundering) of proceeds of crime or terrorism financing and/or are subject to international economic sanctions or are aimed at evading international economic sanctions;
 of impossibility to take measures on due diligence of the Customer (his/her representative) stipulated by the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank;
- 10.3.16. without additional consent of the Customer, convert the money received by the Bank in a currency other than the Account currency at the Bank's non-cash currency purchase/sale exchange rate effective on the day of an operation. The exchange rate of purchase/sale of non-cash currency shall be determined by the Bank on a daily basis and shall be posted on the Bank's website and in the Bank's branch/subdivision. The exchange rate of purchase/sale of non-cash currency may be changed by the Bank during a day depending on the market situation;
- 10.3.17. request from the Customer additional information and documents regarding an operation in order to verify compliance with the requirements of the current legislation, as well as in case of receipt of a request from another bank to provide information, clarifications or documents which the Bank does not possess but which are required to be provided to a foreign correspondent bank in order to complete a currency operation;
- 10.3.18. I hereby give my unconditional and irrevocable written consent to the Bank to disclose information about myself as an account holder (full name, date of birth, IIN, information on number of the opened account hereunder, as well as information on the last expense operations with indication of the date), opened under the Individual's Current Account Accession Agreement, on the terms and conditions of the Individual's Current Account Accession Agreement, to organizations owned by Halyk Group (the Bank and its subsidiaries), the Bank's auditors, State Corporation “Government for Citizens” NJSC, “Unified Accumulative Pension Fund” JSC, the Ministry of Labor and Social Protection of Population of the Republic of Kazakhstan, as well as to foreign diplomatic missions and consular offices.
- 10.3.19. block the Account (suspend debit operations in the Account):
 - if the Bank receives decisions/orders from authorized state bodies and/or officials to suspend debit operations in the Account, to seize money in the Account, to temporarily restrict the disposal

² United States of America.

³ European Union.

⁴ Financial Action Task Force on Money Laundering. It is the intergovernmental organization that develops global standards for combating money laundering and terrorist financing (AML/CFT) and assesses the compliance of national AML/CFT systems with these standards.

⁵ United Nations is an international organization established to maintain and strengthen international peace and security and to promote cooperation among States.

of property, as well as receipt of instructions from the third parties entitled to withdraw money without the Customer's consent in accordance with the legislation of the Republic of Kazakhstan, agreements concluded between the Customer and the third parties;

- if the Customer's has debt under any obligations to the Bank;

- in other cases stipulated by the Agreement and/or legislation of the Republic of Kazakhstan.

10.3.20. engage payment agents in accordance with the requirements of the current legislation of the Republic of Kazakhstan. In this case the Bank shall be jointly and severally liable with the payment agent to the Customer for obligations of the payment agent;

10.3.21. refuse or suspend any operations of the Customer in the Account in case of suspicion that such operations are performed for the purpose of money laundering or terrorism financing, as well as if such refusal or suspension is made by the Bank in accordance with sanctions imposed in accordance with the jurisdiction of any country (e.g. the OFAC) or an international organization (including but not limited to the FATF and the UN), the effect of which applies to the Bank and the Customer, and the Customer unconditionally agrees therewith;

10.3.22. demand from the Customer the proper fulfillment of obligations hereunder.

10.3.23.

10.4. The Bank shall undertake to:

10.4.1. ensure the safety of money on the Customer's Account;

10.4.2. ensure provision of services to the Customer in accordance with the current legislation, Agreement and internal regulations of the Bank;

10.4.3. credit money received in favor of the Customer to the Account within the deadlines determined by the Agreement, the applicable legislation;

10.4.4. guarantee the secrecy of the Customer's information, about Customer in accordance with the current legislation and the Agreement;

10.4.5. in case of detection of any errors/inaccuracies arising from the Account operations and/or existing in the information provided to the Customer, including in notifications, correct such errors/inaccuracies. The Bank is also entitled, without the Customer's consent, to make adjustments to settlements by crediting/debiting the Account;

10.4.6. duly fulfill obligations hereunder.

10.5. The Customer and the Bank have also other rights and obligations stipulated by the Agreement and the applicable legislation.

Article 11. Responsibility of the Parties.

11.1 The Bank shall be liable for:

11.1.1. unreasonable refusal to execute the Customer's payment document. If the Customer paid for a commission fee for a service, the Bank shall compensate the Customer for damage in the amount of the commission fee paid by the Customer. If the Customer did not pay for a commission fee for a service, the Bank shall compensate the Customer for damage in amount of one monthly calculation index;

11.1.2. making an unauthorized or erroneous payment or transfer through the fault of the Bank. In this case, the Bank shall compensate the Customer for damage in amount of a commission fee paid for a service;

11.1.3. improper execution of the Customer's payment document through the Bank's fault, the Bank shall pay a fine to the Customer in amount of one monthly calculation index;

11.1.4. untimely crediting of money to the Account when the Customer deposits cash through the Bank's fault;

11.1.5. untimely crediting of money to the Account received from the third party through the Bank's fault, the Bank shall pay to the Customer a fine in amount of one monthly calculation index;

11.1.6. disclosure of information constituting bank secrecy, except for cases directly provided for by the legislation of the Republic of Kazakhstan.

In order to receive the amounts specified in subclauses 11.1.1, 11.1.3, 11.1.5 of this clause, the Customer shall apply to the Bank with an application. After the Bank considers the Customer's application, the amount may be paid by crediting money to the Account or other bank account opened with the Bank, or by issuing cash to the Customer.

11.2 The Bank shall not be liable for:

- 11.2.1. executed erroneous instruction of the Customer, if the error was made by the Customer or his/her representative;
- 11.2.2. impossibility to refund to the Customer the amount of payment, transfer under the executed erroneous instruction of the Customer, if the error was made by the Customer or his/her representative;
- 11.2.3. refusal to execute and/or for suspension of execution of the payment document/instruction of the Customer in cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement;
- 11.2.3.1. loss incurred by the Customer as a result of fulfillment by the Bank of requirements of the legislation on counteraction to legalization (laundering) of proceeds of crime and terrorism financing, as well as requirements of international economic sanctions.
- 11.2.3.2. for the Customer's loss caused by refusal of the Bank's correspondent bank involved in an operation to execute or stop execution of the Customer's payment documents/instructions due to violation of international economic sanctions, including for the Customer's loss as a result of blocking by the OFAC⁶ of amounts of operations on the part of the Bank's correspondent bank due to signs of violation of international economic sanctions in the transfer;
- 11.2.4. in other cases stipulated hereby.
- 11.2.5. Under the Agreement, the Bank shall not compensate the Customer for lost profits and losses arising in connection with changes in the exchange rate of non-cash currency before, during, or at the time of confirmation by the Customer and execution by the Bank of a transaction in Internet banking
- 11.3. **The Customer shall be liable**, including when a representative acts on behalf of the Customer for:
 - 11.3.1. providing the Bank with incomplete, unreliable information in order to obtain services hereunder;
 - 11.3.2. in other cases stipulated by the Agreement and applicable legislation.
- 11.4. In case of non-fulfillment, improper fulfillment of obligations hereunder, the Bank shall not bear property liability if it proves that proper fulfillment was impossible due to force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, riots, strikes, decision of any state body, court prohibiting fulfillment of the Agreement, preventing fulfillment of the Agreement, etc.), which directly affected the fulfillment of obligations hereunder by the Bank.

SECTION 3. Other provisions

Article 12. Other provisions

- 12.1. The Customer hereby expresses his/her understanding and agrees that any application of the Customer to the Bank by telephone may be automatically recorded by the Bank by a recording device from the time of the Customer's notification before the start of the call. Such records may be used in settling disputes between the Parties.
- 12.2. The Customer hereby represents and warrants that all and any money deposited/credited to the Account by the Customer has been obtained legally and that upon the Bank's request such Customer undertakes to provide the Bank with documents/other information evidencing the legality of origin/receipt of such money, including in cases when the Customer deposits/credits money to the Account on behalf of and in the interests of the third party.

⁶ Office of Foreign Assets Control of the United States Department of the Treasury.

- 12.3. The Customer undertakes to notify the Bank of any Account operations made on behalf of and in the interests of the third parties, and at the same time to submit to the Bank the documents identifying/authenticating such third parties.
- 12.4. The Customer hereby gives the Bank unconditional and irrevocable consent to withdraw from the Account on the basis of the Bank's payment order by direct debiting the Account the amount of allowance, pension, compensation, social payment after the Customer's death, departure for permanent residence outside the Republic of Kazakhstan, transferred (credited) to the Account in excess by the Directorate. An obligatory condition for withdrawal of the amount of allowance, pension, compensation, social payment from the Account in the specified manner is submission by the Directorate to the Bank of a document indicating excessive transfer (crediting) to the Account of the amount of allowance, pension, compensation, social payment after the Customer's death, Customer's departure for permanent residence outside the Republic of Kazakhstan, and indicating the amount of allowance, pension, compensation, social payment to be returned to the state budget, the State Social Insurance Fund, to the Directorate, with the indication of the amount of allowance, pension, compensation, social payment to be returned to the state budget, to the State Social Insurance Fund, to the Bank.
- 12.5. The Customer hereby expresses his/her unconditional and irrevocable consent that when applying to the Bank to open a current account, the Bank performs an automatic synchronization procedure. Synchronization implies updating of the Customer's data with available information on the Customer in the Bank's information systems.
- 12.6. The Customer is notified and agrees that the Bank has the right to refuse or terminate any operations of the Customer if such refusal or termination is made by the Bank pursuant to sanctions imposed under the jurisdiction of any country or an international organization (including but not limited to the FATF, the UN, the OFAC) that apply to the Bank and Customer. At the same time, the Bank will not be liable for the Customer's loss caused by the Bank's refusal to execute or termination of the Customer's instructions due to the above-mentioned sanctions.
- 12.7. The Customer hereby gives the Bank unconditional and irrevocable consent to withdraw from the Account on the basis of the Bank's payment order by direct debiting the Account the amount of allowance, pension, compensation, social payment after the Customer's death, departure for permanent residence outside the Republic of Kazakhstan, transferred (credited) to the Account in excess by the Directorate. An obligatory condition for withdrawal of the amount of allowance, pension, compensation, social payment from the Account in the specified manner is submission by the Directorate to the Bank of a document indicating excessive transfer (crediting) to the Account of the amount of allowance, pension, compensation, social payment after the Customer's death, Customer's departure for permanent residence outside the Republic of Kazakhstan, and indicating the amount of allowance, pension, compensation, social payment to be returned to the state budget, the State Social Insurance Fund, to the Directorate, with the indication of details of the beneficiary, the document whereunder the beneficiary is entitled to apply to the Bank for the return of money.
- 12.8. Hereby Customer expresses his/her unconditional and irrevocable consent to the Bank's withdrawal of all amounts of the Customer's debt to the Bank hereunder, including the amounts of commission fees payable by the Customer for services rendered hereunder (including commission fees for operations on Account maintenance, including commission fee for maintaining a fixed account), amounts of penalties, costs and expenses, from the Account and other bank accounts of the Customer, amounts of money credited to the Account in case of incorrect account maintenance, for making corrective entries in the Account by the Bank, from the Account itself, amounts of the Customer's debt under other bank account agreements concluded between the Customer and the Bank, from the Account on the basis of the Bank's payment order by direct debiting the Account, other bank accounts of the Customer opened with the Bank.

The Bank shall refund the money credited to the Account due to an erroneous instruction or unauthorized payment and (or) transfer of money, as provided for by the current legislation, by withdrawing the money from the Account without the Customer's consent from funds available in the Account.
- 12.9. The Customer hereby expresses his/her unconditional and irrevocable consent to:

- collection, processing of personal, biometric and/or other data and to the transfer of such data to credit bureaus;
 - obtaining information on the Customer from governmental and non-governmental databases (the “GDB”) by the Bank;
 - provision by the credit bureau to the Bank of information on the Customer obtained from the GDB;
 - receipt by the credit bureau of information on the Customer from the GDB from the operators/owners of the GDB;
 - provision by the GDB owners of information on the Customer;
 - a legal entity, which by the decision of the Government of the Republic of Kazakhstan performs activities on rendering public services in accordance with the legislation of the Republic of Kazakhstan, for provision of available and incoming in the future information on the Customer;
 - receipt by the Bank of information on the Customer from GDB “Kinship relations” or other GDB on kinship relations, including information on children;
 - receipt by the Bank of information on the Customer from the GDB containing information constituting a tax secret, personal medical data, as well as other types of secrets protected by law.
- 12.10. The Customer hereby expresses his/her unconditional and irrevocable consent to the Bank's use of biometric data as a method of identification (including voice impression).
- 12.11. The Customer hereby expresses his/her unconditional and irrevocable consent to receive promotional mailings from the Bank to the trusted number.
- 12.12. In connection with the Customer's emerging needs in obtaining bank loans on a periodic basis, the Customer requests the Bank to send loan offers to the Customer. In this regard, the Customer gives its consent for the Bank to receive a credit report and other information from the credit bureau, as well as for the credit bureau to issue such information to the Bank.

Article 13. Confidentiality

- 13.1. The Bank shall ensure the confidentiality of information, including the information constituting bank secrecy, obtained when concluding, executing, terminating the Agreement, and shall not allow its disclosure to the third parties, except for the following cases:
- when it is necessary in connection with conclusion, execution, termination of the Agreement, including cases of transfer of data, information to the persons specified in a payment document of the Customer;
- when the Customer has provided the Bank with consent to disclosure of information constituting bank secrecy;
- when provision of information to the third parties, including state bodies of the Republic of Kazakhstan, their officials, without the Customer's consent or preliminary consent is provided for by the legislation of the Republic of Kazakhstan.
- When providing information, the Bank shall undertake to take measures, required for safety on confidential basis of information, preventing disclosure of information to the third parties, persons not authorized to receive it.
- 13.2. For disclosure, transfer of information on confidential basis to the third parties, the Bank may use consent provided by the Customer, his/her representative to disclosure of information constituting bank secrecy, other information, consent to collection and processing of personal data.
- 13.3. The Bank shall not be liable for consequences of disclosure by the Customer, his/her representative to the third parties of information related to the Customer, his/her representative, Agreement, fulfillment by the Parties of their obligations hereunder, including information constituting bank secrecy, when obtaining the services hereunder. All risks related to consequences of disclosure of such information shall be borne by the Customer, his/her representative.
- 13.4. In order to enable the Bank to obtain insurance reports in respect of the Customer from the unified insurance database and to inform the Customer of expiration of insurance agreements, the Customer shall agree to:

collection, processing of the Customer's personal and/or other data and transfer of such data to the credit bureau;
 providing the credit bureau with a restricted access insurance report on the Customer;
 receipt by the Bank of a restricted access insurance report on the Customer;
 transfer of a restricted access insurance report to organizations owned by Halyk Group (Banks and its subsidiaries).

Article 14. Force majeure

- 14.1. Force Majeure means any circumstances beyond the reasonable control of the Party, including but not limited to failures in electronic (computer) networks and databases, fires, floods, earthquakes, other natural disasters, wars (declared and undeclared), insurrections, strikes, civil wars or mass riots, upon occurrence of which the Parties shall not be liable for failure to fulfill their obligations hereunder.
- 14.2. The Party for which it has become impossible to fulfill its obligations hereunder due to Force Majeure shall, within five business days from the date of commencement and termination of the Force Majeure, give written notice thereof to the other Party. The respective Party shall be deprived of the right to refer to the Force Majeure as a basis for exemption from fulfillment of its obligations hereunder in case of untimely and/or improper notification of the other Party of occurrence and termination of the Force Majeure, except for cases when it became impossible to send a notification to the other Party precisely as a result of the Force Majeure.
- 14.3. The Force Majeure circumstances that are generally known do not require any additional evidence or communication. Evidence regarding all other Force Majeure circumstances shall be submitted by the Party concerned. At that, a certificate issued by a relevant state authority shall be a sufficient evidence of existence and duration of the Force Majeure circumstances.
- 14.4. Upon termination of the Force Majeure circumstances, the respective Party shall resume the fulfillment of its obligations hereunder.
- 14.5. If the Force Majeure continues for more than 15 (fifteen) days after its occurrence, the Parties shall be entitled to terminate the Agreement by mutual consent.

SECTION 4. Procedure for amendment, termination of the Agreement with subsequent Account closure

Article 15. Amendment procedure

- 15.1. The Bank shall be entitled unilaterally to amend and supplement the terms and conditions of the Agreement. At the same time, the Bank shall be also entitled unilaterally to amend and supplement the terms and conditions of the Agreement regarding provision of payment services hereunder (types, general characteristics, procedure and maximum term of provision, procedure for provision of information, collection of commission fees, provision of information on the services, protective actions against unauthorized payments, determination of exchange rate applied when providing payment services in foreign currency, regulation of issues on unauthorized payment services, submission of claims and settlement of disputes with the Bank).
- 15.2. The Bank shall be entitled unilaterally to amend and supplement the Tariffs charged when making international payments and (or) money transfers, for the services not related to payment services, the tariffs related to payment services towards reduction thereof.
- 15.3. In all these cases, the Bank shall post the respective notification, amendments and supplements in branches/subdivisions and on the Bank's website www.halykbank.kz not later than 10 (ten) calendar days before introduction into effect thereof.
- 15.4. In other cases when the Bank makes amendments, supplements to the Agreement, Tariffs for payment services provided hereunder, including cases when the Tariffs are amended towards increase thereof, the Bank shall post the relevant notification, amendments and supplements in

branches/subdivisions and on the Bank's website www.halykbank.kz not later than 10 (ten) calendar days before introduction into effect thereof.

- 15.5. Failure of the Bank to receive a written notification, application for closing the Account from the Customer before expiration of the specified ten-day term shall mean that the Customer agrees with the new (amended) version of the Agreement, Tariffs, and such amendments and supplements to the Agreement, Tariffs shall be introduced into effect on the date specified in the Bank's notification. At that, no supplementary agreement hereto shall be concluded, no other written confirmation of the Customer's consent is required.

Article 16. Termination of Agreement. Account closure

- 16.1. Termination of the Bank Account and Account Closure Agreement shall be made:
on the basis of the Customer's application at any time, if there are no outstanding claims against the Account, if there are no encumbrances on the money in the Account;
independently by the Bank in case of its refusal to execute the Agreement;
by agreement of the Parties.
- 16.2. If the Customer exits from this Agreement, the Customer shall submit an application to the Bank to close the Account. If there are no outstanding claims in the Account, if there are no encumbrances on the money in the Account, the Bank shall close the Account within 5 (five) business days from the day of receipt of the Customer's application, and the balance of money in the Account shall be paid to the Customer in cash, if it is permitted by the current legislation, or transferred to another account with the Bank or another bank, an organization engaged in certain types of banking operations, upon the Customer's written instruction.
- 16.3. When the Bank makes amendments, supplements to the Agreement, Tariffs according to clause 5.3 of this Agreement, the Customer shall be entitled to exit the Agreement before the day of making amendments, supplements, notified by the Bank, without paying additional commission fee for its termination, if such commission fee is established by the Bank.
- 16.4. The Bank shall be entitled to refuse to execute the Agreement in cases of:
absence of money in the Account for more than one year;
absence of cash flow in the Account, except for allowance, for more than one year;
on the grounds and in accordance with the procedure stipulated by the Law of the Republic of Kazakhstan "On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing".
- 16.5. Unilateral refusal to execute the Agreement shall not be allowed in the presence of outstanding claims in the Account or unexecuted instruments of temporary restriction on disposal of property, decisions and (or) orders of authorized state bodies and (or) officials to suspend debit operations in the Account, as well as instruments of seizure of money in the Account, except for cases when there is no money in the Account for more than one year.
- 16.6. If there are no money in the Account for more than one year, the Bank shall, after expiry of this term, send to the Customer at the address available to the Bank, 30 (thirty) calendar days before the expected date of termination of the Agreement, a notification of refusal to execute the Agreement electronically or by mail with a notification of receipt thereof or by posting the respective notification on the Bank's website at the electronic address: www.halykbank.kz/in other mass media at the Bank's choice within the specified terms. If there are no money in the Account and upon expiry of the term specified in the notification, the Bank shall terminate the Agreement and close the Accounts.
- 16.7. If there is no money flows in the Account and there is a balance of money in the Account, the Bank shall be entitled to transfer the balance of money to the notary's deposit in accordance with the legislation of the Republic of Kazakhstan and close the Account.
- 16.8. Upon closing the Account, the Bank shall cancel the individual identification code.
- 16.9. Upon closing the Account, the Bank shall notify the tax authorities in accordance with the procedure, cases and deadlines determined by the tax legislation of the Republic of Kazakhstan.

- 16.10. Upon refusal of the Bank to execute the Agreement, the Bank shall also perform other actions stipulated by the legislation of the Republic of Kazakhstan.

Article 17. Final provisions

- 17.1. The obligations of the Parties hereunder shall be duly fulfilled thereby in accordance with the terms of the obligation and requirements of the legislation of the Republic of Kazakhstan. If for one or another reason there are no such terms and requirements, the Parties shall fulfill their obligations in accordance with the customs of business turnover or other customary requirements. In case of transfer of rights, obligations of the Parties to other persons, the rights and obligations hereunder shall be retained for other persons. Representatives of the Parties shall fulfill obligations of the Parties within the limits of authorities conferred.
- 17.2. If any one or more terms of this Agreement shall be recognized invalid in any connection, it shall not entail recognition of other terms as invalid. If the invalidation of any one or more terms of the Agreement leads to impossibility to fulfill the other terms of the Agreement, the Parties shall take measures to settle their relations for the future or take measures to terminate the Agreement.
- 17.3. A Party's failure to exercise or delay in exercising any of its rights hereunder shall not be construed as a waiver of such right, nor shall it affect the exercise by such Party of its other rights. All rights as well as obligations hereunder shall be part of, and not exclusive of the other rights and obligations.
- 17.4. All documents related hereto shall be executed at the option of the Parties or if expressly required by the current legislation of the Republic of Kazakhstan in the state and/or Russian languages. In case of any discrepancies, the text in the Russian language shall prevail. At the same time, the Application, instructions and other documents from the Customer may be filled in and signed by the Customer in any of the specified languages acceptable to the Customer”.