Annex 3
to Minutes of the meeting of the Management Board
of JSC Halyk Bank by absent voting
Minutes No.745 dated 30 July 2020

"Annex 25
to Minutes of the meeting of the Management Board
of JSC Halyk Bank by absent voting
Minutes No.364 dated 14 July 2011

Standard Terms and Conditions of the Bank Loan Agreement (Accession Agreement)
(for unsecured loans)

These standard terms and conditions (the "Accession Agreement") have been developed by JSC Halyk Bank (the "Bank") to be applied when concluding a bank loan agreement in the manner prescribed by Article 389 of the Civil Code of the Republic of Kazakhstan, and determine the standard terms of the Agreement under the SMB Lending Programs.

The Agreement with the use of standard terms and conditions shall be concluded by the way of signing by the Bank and the borrower (the "Borrower") of an individual bank loan agreement (application for accession) (the "Individual Agreement").

The Individual Agreement and the Accession Agreement shall constitute integral parts of each other and are hereinafter collectively referred to as the "Agreement".

Clause 1. General Terms of the Agreement

1. The Bank shall grant the Borrower a bank loan (the "Loan") by crediting money to the current account of the Borrower specified in the Individual Agreement (the "Account").

The Individual Agreement shall determine the date and place of conclusion of the Agreement, its number, details of the Bank and the Borrower (hereinafter collectively referred to as the "Parties", and individually as a "Party"), the purpose, amount, currency and term of the Loan.

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

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

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

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

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

6. The Individual Agreement shall determine the measures the Bank takes in case of non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement, as well as the term of the Agreement.

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

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

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

Clause 2. Other Terms of the Agreement

1. The period for accrual of interest shall start from the date following the date of Loan disbursement. The interest shall be accrued on actual amount of the Loan granted. In this case, in the annuity Payment Schedule, the year shall be assumed to be 360 days, and the month to be equal to 30 days. As for the Payment Schedule stipulating the repayment of the principal debt in equal installments, the year shall be assumed to be 360 days, and the month shall be based on the actual number of days of using the Loan.

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

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

4. The period when the Borrower is obliged to provide the Bank with information, documents, including, but not limited to, regarding elimination of comments on the project, the conditions for such commenting/elimination of comments not provided for in the Agreement shall be established by the Bank and brought to the attention of the Borrower by sending a written notice, which is an integral part of the Agreement and subject to unconditional execution by the Borrower.

Clause 3. Amending the Terms of the Agreement towards Improvement for the Borrower

The Bank may amend the terms of the Agreement unilaterally in cases of their improvement for the Borrower, as provided for by Article 34.3 of the Republic of Kazakhstan Law “On Banks and Banking Activities in the Republic of Kazakhstan”.

The Bank shall notify the Borrower on applying the improving terms under the Agreement at least fourteen calendar days before their intended entry into force.

Within fourteen calendar days upon receipt of the Bank’s notification, the Borrower may refuse in writing the improving terms proposed by the Bank in whole or in part.

If, within the period stated, the Bank does not receive from the Borrower a written refusal to apply the improving terms proposed by the Bank, they will be deemed accepted by the Borrower.

Clause 4. Prepayment, Refusal and Suspension of Financing

1. The Borrower may prepay the Loan to the Bank (in whole or in part) with the written consent of the Bank, having notified the Bank in writing thereon:

1 (one) business day in advance;

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

2. The Bank may, at any time, demand prepayment of all debts of the Borrower under the Agreement. To do this, the Bank shall send a demand to the Borrower no earlier than 10 (ten) months before the date of such repayment specified therein. The Borrower shall repay its debt under the Agreement either in a single payment or in parts by the date of prepayment as specified in the Bank’s demand. Penalty for such prepayment of the Loan shall not be charged.

3. Upon receipt by the Borrower of the Bank’s demand in accordance with sub-clause 2 of this Clause of the Accession Agreement, the Borrower shall pay the Bank the interest at the rate specified in the Agreement and reduced by 1% (one percent) per annum. The Borrower shall pay this interest within the period starting from the date of the Bank’s demand and until all debts under the Agreement stated in the demand are repaid.

4. In case of partial prepayment of the Loan, the equal installment Payment Schedule, with only first forthcoming payment changed, is not subject to amendment, provided that the Borrower submits a written application for partial prepayment with a decrease in the first forthcoming payment under the Payment Schedule, or otherwise as agreed with the Bank.

5. The Bank may refuse to grant the Borrower the Loan and/or demand its prepayment with the interest accrued, or suspend further financing:

upon occurrence of any of the following:

1) the Borrower is in delay in fulfilling obligations under the Agreement;

2) the Borrower's property has been seized, restricted or foreclosed by third parties;

3) the Borrower is involved in the litigation as a defendant with the amount of the claim amounting to 5% (five percent) or more of the total debt of the Borrower under the Agreement;

4) provision of the Loan will result in exceeding the maximum limit established by the legislation on the amount of risk per borrower, for the group of debtors related to the Borrower;

5) the Borrower has provided false information regarding its financial condition;

6) deterioration of the financial condition of the Borrower identified based on monitoring by the Bank in accordance with requirements of the regulatory legal act of the authorized body and (or) the internal credit policy of the Bank corresponding to international financial reporting standards;

7) a third party has filed a claim to declare the Borrower bankrupt, or introduce, by a court decision, any of the procedures used in bankruptcy or rehabilitation;

8) bringing a suit to recognize the Agreement invalid and (or) non-executed, and (or) challenging the Agreement in whole or in part, or the threat of the occurrence of these circumstances;

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

10) provision of the Loan will cause the Bank to violate the Applicable Law, including the requirements for compliance with prudential standards, for the period when probability of such violation remains;

11) upon presence/change/increase of the Borrower's obligations to third parties, which, in the opinion of the Bank, may entail the Borrower's failure to fulfill its obligations to the Bank under the Agreement;

12) the Borrower has committed other violations of the terms of the Accession Agreement, Individual Agreement or other agreement concluded with the Bank;

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

6. In case of violation by the Borrower of the obligations stipulated hereby, the deadlines for the performance of all obligations of the Borrower under the Agreement shall be deemed to have occurred and the Bank has the right to demand performance thereof.

Clause 5. Financial Information

The Borrower undertakes to provide the Bank at the Bank's request:

- financial statements and other information that the Bank may request under the Agreement and in accordance with the legislation of the Republic of Kazakhstan, including those confirmed by an independent auditor, in the form and as of the date as determined by the Bank. In case of non-fulfillment and/or improper fulfillment by the Borrower of obligations under the Agreement, the Bank is entitled to independently schedule an audit the costs whereof shall be reimbursed by the Borrower.
- with the frequency determined by the Bank – a document confirming the presence/absence of the Borrower's debt to the budget.

Clause 6. Rights and Obligations of the Parties. Restrictions for the Bank

1. The Borrower may:

1) if the date of repayment of the principal debt and (or) the interest falls on a weekend or a holiday, pay the principal debt and (or) the interest on the next business day without any forfeit and other types of penalties. In this case, the interest shall be paid based on the actual number of days of using the Loan as of the date of payment;

2) upon application, receive, at no charge, within a period of no longer than three business days and no more frequently than once a month, the information in writing about the breakdown of amounts received to repay the debt under the Agreement (by principal debt, interest, fees, forfeits and other types of penalties, as well as any other payable amounts);

3) upon application for the partial or full prepayment to the Bank of amounts provided under the Agreement, within a period of no more than three business days, receive in writing, at no charge, the information on the amount due broken down by the principal debt, interest, fees, forfeits and other types of

penalties, as well as any other payable amounts;

4) partially or in full, prepay the principal debt in accordance with the terms stated in Clause 4.1 of the Agreement, but in any case without paying a forfeit or other types of penalties for prepayment, upon the expiration of 6 (six) months from the date of receipt of the Loan granted for a period of up to 1 (one) year, or upon expiration of 1 (one) year from the date of receipt of the Loan granted for a period exceeding 1 (one) year.

The provisions of sub-clause 3) hereof and the first paragraph of this sub-clause refer to cases of prepayment of the principal debt after 14 (fourteen) calendar days from the date of the conclusion of the Individual Agreement, and shall be applied in cases of the Bank's consent to prepayment of the loan;

5) within 14 (fourteen) calendar days of receipt of the written notification stating the improving changes in the terms of the Agreement for the Borrower, refuse the improving terms proposed by the Bank;

6) apply to the Bank in writing in case of disputes regarding the services received, and receive a response within the time frame established by Article 8 of the Republic of Kazakhstan Law "On the Procedure for Considering Applications from Individuals and Legal Entities" dated 12 January 2007;

2. The Borrower shall:

1) without the prior written consent of the Bank:

not receive loans, assume obligations under agreements on the provision of guarantees and (or) other financial instruments, provide loans, guarantees, sureties and (or) other financial instruments, as well as not conclude other transactions of a similar legal nature;

2) prevent changes in the composition of participants (shareholders) of the Borrower, the number of authorized shares/decrease in the charter capital, change of the director of the Borrower and the director of Borrower's major participant/shareholder being a legal entity;

3) not carry out voluntary reorganization or liquidation of the Borrower;

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

5) without prior notice, not change the main activity of the Borrower, not start a new type of activity, not create subsidiaries, other legal entities (independently or together with third parties);

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

If the composition of the executive body and (or) the management body of the Borrower changes, the postal and bank details of the Borrower, its legal address, and if contact details (including email address, mobile phone number) of the Borrower's contact person change, as well as upon changing the contact person of the Borrower, inform the Bank in writing of the updated information with relevant supporting documents being submitted immediately, but in any case no later than 3 (three) Business days upon occurrence of these changes;

7) in cases specified in sub-clauses 6) and 7) of this clause of the annex to the Agreement, on a quarterly basis, as of the first day of the quarter, report in writing to the Bank on the progress of relevant activities, including on changes/absence of changes in the composition of participants/shareholders to ultimate owners;

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

9) notify the Bank in writing:

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

2) on its insolvency or the threat thereof, application or threat of application of rehabilitation or bankruptcy procedures in relation to the Borrower;

10) not assume obligations to transfer to third parties all or part of the Borrower's Credit turnover; allow settlement and cash services (in full or in part) to be provided to the Borrower by third parties; allow provision by third parties to the Borrower of any other banking services;

11) fulfill monetary obligations under the Agreement as a matter of priority in relation to all other monetary obligations, both those existing on the date of conclusion of the Agreement and arising in the future, except for cases established by the Applicable Law and (or) agreement of the Parties;

12) at the written request of the Bank and within the time period specified thereby, provide any documents and information required by the Bank under the Agreement;

13) provide and ensure the provision to the Bank, including at the first written request of the Bank, duly executed Personal Data Consents gathered from the Personal Data Subjects the Personal Data whereof is up-to-date and reliable;

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

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

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

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

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

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

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

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

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

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

20) upon the occurrence of the scheduled repayment date, ensure on its bank account specified in the Agreement the availability of money in currency of the Loan the debt whereon must be repaid in accordance with the Payment Schedule;

3. The Bank may:

1) in case of violation by the Borrower of obligations under the Agreement, by sending the Borrower a demand in the manner provided for in the Agreement, or by performing other actions:

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

demand from the Borrower prepayment of the Loan and repayment of other debts under the

Agreement, as well as the debts of the Borrower under other agreements concluded with the Bank within 2 (two) business days from the date the Bank's demand is sent to the Borrower, unless another period is specified in such a demand, and (or);

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

2) check the intended use of the Loan;

3) unilaterally change the terms of the Agreement towards their improvement for the Borrower in cases provided for by Article 34.3 of the Republic of Kazakhstan Law "On Banks and Banking Activities in the Republic of Kazakhstan";

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

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

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

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

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

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

10) the Bank has other rights provided for by the Agreement and the Applicable Law.

4**. The Bank shall:**

1) upon application of the Borrower, at most 1 (once) a month, submit the information in writing on the breakdown of regular amounts coming for account of the Indebtedness repayment (principal, interest, fees, penalties, fines and other amounts payable) under the Agreement within a period not exceeding 3 (three) Business days, at no charge;

2) upon the application of the Borrower for partial or full prepayment of the Loan to the Bank, at no charge, within a period of no longer than three business days, advise the Borrower on the amount due to be repaid, broken down by principal debt, interest, fees, forfeits and other types of penalties, as well as other amounts payable to the Bank.

The provision of this sub-clause refers to cases of prepayment of the principal debt after 14 (fourteen) calendar days from the date of execution of the Individual Agreement and applies in cases where the Bank agrees to the Loan prepayment;

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

4) upon a delay in the fulfillment of the obligation, but no later than thirty calendar days from the date of its occurrence, notify the Borrower in the manner and within the terms provided for in the Agreement of the need to make payments under the Agreement, indicating the amount of overdue debt and the consequences of the Borrower's failure to fulfill its obligations under the Agreement;

5) consider and prepare a written response to a written request from the Borrower within the time frame established by Article 8 of the Republic of Kazakhstan Law "On the Procedure for Considering Applications from Individuals and Legal Entities" dated 12 January 2007;

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

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

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

7) unilaterally:

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

not introduce new types of fees and other payments under the Agreement;

8) not restrict the Borrower in selecting an insurance organization, if the terms of the Agreement provide for the requirements for concluding insurance contracts, as well as impose on the Borrower (being an individual) the obligation to insure life and health thereof;

9) not increase unilaterally the rate of interest established on the date of conclusion of the Agreement, except for the following cases:

violation by the Borrower of obligations to provide reliable information related to obtaining and servicing of the Loan, in cases provided for by the Agreement;

the Bank has the right arisen to demand early fulfillment of the Borrower’s obligations under the Agreement in cases provided for by the Civil Code of the Republic of Kazakhstan (General and Special Parts), as well as in the following cases:

changes in the composition of the participants (shareholders) of the Borrower, collectively owning 10 (ten) or more percent of shares (participation interest), without prior written notification to the Bank.

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

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

within 5 (five) business days from the date the Bank sends such notification, the Borrower agrees to the new rate of interest or provides the Bank with argumented written objections. The Borrower shall be entitled to refuse the new rate of interest and, within the period specified in this sub-clause of the Accession Agreement, repay in full its debt under the Agreement ahead of schedule;

in case the Bank receives argumented written objections from the Borrower regarding the new rate of interest, the Bank will take measures related to their consideration and settlement.

If the Parties fail to reach an agreement on the objections, the Borrower may turn to the court to resolve them.

The presence of disagreements on the issue of increasing the interest rate, including the Borrower's appeal to court, does not affect the Borrower’s obligation to pay interest at the new rate;

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

The provisions of the first paragraph of this sub-clause refer to cases of early repayment of the principal debt after 14 (fourteen) calendar days from the date of conclusion of the Individual Agreement and are applied in cases where the Bank agrees to early repayment of the loan;

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

Clause 7. Dispute Settlement Procedure. Notices

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

2. Notices from the Bank to the Borrower are considered duly executed when such notices are sent

by the Bank in one of the following ways: by courier or postal service; by email; by fax; by mobile and other telephone communication; by posting relevant information in branches/divisions/on the website of the Bank at: www.halykbank.kz.

Notices shall be deemed delivered to the Borrower, and the Borrower shall be deemed to have been duly notified if the notices are sent via any of the above methods, without the need for the Bank to receive confirmation of receipt of the notification, except for notices delivered in person or through a courier service, which shall be considered delivered in the event of direct delivery to the Borrower, confirmation by the courier service on impossibility of delivery due to the absence of the Borrower at the delivery address, or refusal of the Borrower to receive notification.

3. Notices from the Borrower to the Bank are considered to be duly executed when such notices are sent by the Borrower: by handing over to an authorized employee of the Bank against signature of receipt; by courier or postal service.

4. Upon changes in the contact information, details of the Borrower, which the Bank uses to send a notification, the Borrower shall, within 5 (five) business days from the date of changes, send a notification to the Bank or, if the Bank determines that an oral statement of changes is sufficient, inform the necessary information to the Bank's contact center service.

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

6. The Borrower assumes the risks associated with the use of operational communications for the purpose of sending and (or) receiving notifications, including, but not limited to: the risk of fraud, unauthorized access to the information sent, non-receipt or untimely receipt by the Borrower of notifications, loss of information before it is received by the Borrower or the Bank caused by malfunctions in the operational communications and (or) malfunctions in the operation of the equipment used to transmit or receive notifications.

7. The Bank shall not be liable for any losses of the Borrower in the cases specified in sub-clause 6 of this Clause of the Accession Agreement, unless the Borrower proves that such losses were caused by negligence or willful failure by the Bank to fulfill its obligations.

8. In case of any questions related to the Agreement, the Borrower may contact the Bank:

1) at the postal address of the Bank – 40, Al-Farabi Av., Medeu District, Almaty;

2) by e-mail – info@halykbank.kz;

3) through the official Internet resource of the Bank – www.halykbank.kz;

4) by phone – 7 (727) 259-07-77, 7111 (from mobile phone).

Clause 8. Final Provisions

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

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

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

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

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

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

1) *Personal Data* – information relating to Personal Data Subject identified or identifiable on the basis of its personal data recorded on an electronic, paper and (or) any other physical media;

2) *increased interest* – amount calculated according to the following formula: amount of outstanding overdue debt (principal and interest) * number of overdue days * penalty rate / 360 days (in the year);

3) *Personal Data Consent* – consent to collection and processing of Personal Data of Personal Data Subjects by the Bank;

4) *Personal Data Subjects* – Individuals to whom Personal Data are attributable.

6. As for disputable matters, the Agreement shall prevail over other agreements, including those concluded (to be concluded) between the Bank and the Borrower (in particular, bank account agreements, etc.), unless otherwise provided by agreement of the Parties. The Parties agree that after the conclusion of the Agreement, all previous discussions, promises and representations, as well as all correspondence, shall lose legal force and be replaced by the terms of the Agreement.

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

8. The Schedule of Loan Repayment and Interest Payment is an annex to the Individual Agreement.

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

Clause 12. Legal Addresses, Bank Details and Signatures of the Parties

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