

Accession Agreement to Bank Loan Agreement for Credit Card Limit

This Accession Agreement to Bank Loan Agreement for Credit Card Limit is standard, and can be entered into by signing the Bank Loan Agreement for Credit Card Limit.

Signing the Bank Loan Agreement shall mean that the signatory is fully acquainted with the terms and conditions of the Accession Agreement to Bank Loan Agreement for Credit Card Limit and accepts them by nothing less than accession to the Accession Agreement to Bank Loan Agreement for Credit Card Limit posted on the Bank's website at: www.halykbank.kz.

The Accession Agreement to Bank Loan Agreement on Credit Card Limit, the Bank Loan Agreement on Credit Card Limit, other documents executed under the Accession Agreement to Bank Loan Agreement on Credit Card Limit shall be treated as a single document.

The Accession Agreement to Bank Loan Agreement on Credit Card Limit, from Clause 1 "General Terms and Conditions", shall use the terms and abbreviations specified in Clause 7 "Terms and Abbreviations", which are also applicable to execution of the Bank Loan Agreement on Credit Card Limit, and other documents executed thereunder.

Clause 1. General Terms and Conditions

1. The Bank shall set a credit limit on the Borrower's Account in accordance with the terms and conditions of the Bank Loan Agreement entered into between the Bank and the Borrower and determining individual credit limit terms and conditions. The Bank Loan Agreement and the Accession Agreement shall form inseparable parts of each other and shall hereinafter be jointly referred to as the "Agreement".

2. The Credit Limit is revolving. From the date the used credit limit is repaid, its amount shall be restored to the amount of repayment, and shall become available for further use by the Borrower.

3. The Bank shall determine the credit limit amount independently following the Applicant's credit scoring, based on the information provided by the Applicant, and information obtained from other sources, including credit report of the credit bureau.

4. Date and place of the Bank Loan Agreement, its number, the Bank and the Borrower details, purpose, amount of the Loan, currency shall be determined therein.

Date and place of the Agreement shall be the date and place of the Bank Loan Agreement.

5. Term of the Loan shall be determined in the Bank Loan Agreement.

6. Type of the interest rate on the Loan, amount of the interest rate per annum, amount of the interest rate in reliable annual effective comparable terms as of the date of the Agreement shall be determined in the Bank Loan Agreement.

7. Repayment procedure:

The Bank shall accept the money for the Loan/Indebtedness repayment on business days. Business days are all days of the week, except Saturdays, Sundays and holidays, unless otherwise specified in a particular outlet of the Bank (the working hours of the Bank outlets can be found on the Bank's website: www.halykbank.kz) and (or) determined by statutory regulations of the Republic of Kazakhstan (on business days transfer).

Payments under the Agreement shall be made by the Borrower at the Bank outlets or by means of remote self-service devices until 6.00 p.m. (Nur-Sultan time). If a payment under the Agreement is made after 6:00 p.m. (Nur-Sultan time), such payment shall be deemed to have been made by the Borrower on the following business day.

If the amount of money credited to the Account exceeds the amount of the Borrower's Debt under the Bank Loan Agreement as of the date of crediting, and such excess amount exceeds the following values: KZT10,000/USD30/EUR25, the Bank shall be entitled to return the amount exceeding the Debt amount to any current account, including any Borrower's Account opened with the Bank. At the same time, if the credit limit currency differs from the currency of Borrower's Account the repayment amount is transferred to, the amount exceeding the amount of Debt and transferred to such Borrower's Account, shall be

converted by the Bank at the current rate on the date of conversion with the Bank fees for conversion being deducted in accordance with the Bank tariffs effective as of the date of conversion.

Otherwise, the repayment procedure shall be determined in the Bank Loan Agreement.

8. Method of repayment shall be determined in the Bank Loan Agreement.

9. Debt seniority shall be determined in the Bank Loan Agreement.

10. In the event of breach of obligations to repay the Loan and (or) to pay the interest, the Borrower shall pay the Bank a penalty the procedure for calculating and amount whereof shall be indicated in the Bank Loan Agreement.

11. A full list of fees and other payments and amounts thereof to be charged in connection with the Loan issue and servicing shall be specified in the Bank Loan Agreement.

12. Measures taken by the Bank upon non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement:

1) upon overdue Debt, the Bank shall within twenty calendar days therefrom send a notice to the Borrower on overdue fulfillment of obligations under the Agreement and of the need to make payments thereunder, with indication of the amount of overdue Debt as of the date of the notice; the right of the Borrower under the Agreement to contact the Bank and consequences of non-fulfillment by the Borrower of its obligations thereunder;

2) if the Borrower fails to repay the Debt within the period specified in the notice as stipulated by sub-clause 1) hereof, the Bank shall be entitled to:

suspend debit transactions on the Borrower's Accounts;

extrajudicially (without acceptance) foreclose on the money on Borrower's bank accounts;

3) in case the Borrower fails to repay the Debt within the term specified in the notice as stipulated by sub-clause 1) hereof, and if the Borrower fails to exercise the rights under the Accession Agreement provided for by sub-clause 1.7 of clause 3 hereof, or upon lack of agreement between the Borrower and the Bank to amend the terms of the Agreement, the Bank shall be entitled, in addition to the measures stated in sub-clause 2) hereof, to apply any other measures provided for by the laws of the Republic of Kazakhstan or the Agreement.

Clause 2. Other Terms and Conditions

1. The Loan shall be deemed to have been issued upon following transactions made by the Borrower in excess of the amount of such transaction over the amount of the Borrower's own money in the Account:

1) cash withdrawal;

2) transfer;

3) payment, including payment of the Bank fees stipulated by the Agreement.

The Loan issue to the Borrower may be confirmed by any documents evidencing the specified transactions, including the Account statement.

2. The Loan issue date shall be the date of transaction specified in sub-clause 1 hereof. The Loan repayment date shall be the date of repayment of the Borrower's Debt under the Agreement to the Bank. The date of issue and date of repayment of the Loan amount in full shall be taken as one day. When calculating the interest for the Loan use, the actual number of days (according to the calendar) shall be taken into account, with a year taken as equal to 360 days. Interest for the Loan use shall be accrued on the amount of the actual outstanding Loan. From the date of repayment of the Loan or a part thereof, the credit limit shall be restored by the amount of the Loan repaid.

3. If the Loan repayment date and (or) interest payment date falls on a holiday or a day off, the Loan repayment and (or) interest payment shall be made on the nearest business day following the respective holiday or day off.

4. The Account can be replenished in cash and (or) non-cash way on any day. If the Account is replenished on a holiday or a day off for repayment of the Debt under the Agreement, such Debt shall be repaid on the following business day without any penalties charged. In this case the Interest for the Loan use shall continue to be accrued until actual date of the Loan Debt, including on holidays and (or) days off

because of which the Debt under the Agreement is repaid on the next business day, and shall be payable on such business day together with the amount of the Loan Debt.

5. Payment to the Bank of the fee for annual card maintenance shall be made: for the first year of maintenance - on the date of crediting the Loan to the Account; for the second and subsequent years of maintenance - annually within the same calendar month when the card was issued or re-issued upon its loss, damage, expiration, for other reasons. If fee charging date falls on a day off or a holiday, it shall be charged on the following business day.

Charging fees under the Agreement shall be done by the Bank by debiting the amount thereof from the Account, and shall be deemed to be the Loan issue.

6. The amount of minimum payment shall be indicated by the Bank on the Homebank financial portal or in the Account statement, which the Borrower must acquaint himself/herself with on the first day of each calendar month.

7. Payments under the Agreement shall be made by the Borrower at the Bank outlets or by means of remote self-service devices until 6.00 p.m. (Nur-Sultan time). If a payment under the Agreement is made after 6:00 p.m. (Nur-Sultan time), such payment shall be deemed to have been made by the Borrower on the following business day.

Clause 3. Rights and Obligations of the Parties

1. The Borrower shall be entitled to:

1.1. repay the Loan in full or in part at any time with payment of the interest accrued by the Bank from the date of the Loan, without paying penalties and other types of forfeits;

1.2. if the principal and (or) interest repayment date falls on a day off or a holiday, repay the Loan on the first following business day without paying a penalty for violation of the obligation to repay the Loan amount and (or) to pay the interest;

1.3. upon application, receive from the Bank, at no charge and within a period not exceeding 3 (three) business days, however no more frequently than once a month, written information on distribution (to the Principal, Interest, fees, penalties and other types of forfeits, and other amounts payable) of money received on the Card Account to repay the Debt under the Agreement. The Bank shall provide information as of the date of the Borrower's application;

1.4. upon an application for partial or full early repayment of the Loan to the Bank, receive, at no charge and within 3 (three) business days, written information about amounts due for repayment broken down by the Principal, Interest, fees, penalties and other forfeits, and other amounts payable. The Bank shall provide information as of the date of the Borrower's application.

1.5. within 14 (fourteen) calendar days upon receipt of notice on change of the Agreement terms towards their improvement for the Borrower, refuse the improved conditions proposed by the Bank by sending/submitting to the Bank a written notice of refusal from the improved conditions;

1.6. apply to the Bank in writing in case of disputes on services received;

1.7. within 30 (thirty) calendar days upon default, visit the Bank and (or) submit an application in writing or by e-mail to the Bank containing information about reasons for delay in performance of obligations, income and other confirmed circumstances (facts) that cause the Borrower to submit an application to amend the terms of the Agreement, including those related to

- change in the Interest Rate under the Agreement downwards;
- change of the currency of the Outstanding Principal of the Loan to the national currency, in case the Loan was issued in foreign currency;
- Principal and/or Interest payment deferral;
- change of the Debt repayment method or sequence of Debt repayment, including repayment of the Principal as a priority;
- change of the term of the Loan;
- forgiveness of overdue principal and/or interest, cancellation of forfeit (fine, penalty), fees and other payments related to the Loan servicing;

2. The Bank shall be entitled to:

2.1. request and receive from the Borrower the necessary information and documents required by the current legislation of the Republic of Kazakhstan and (or) intergovernmental agreements, and (or) internal documents of the Bank, within the period specified by the Bank, with the Borrower being responsible for the reliability of such information and documents;

2.2. unilaterally change terms of the Agreement towards their improvement for the Borrower in cases stipulated by Clause 34-3 of the Law of the Republic of Kazakhstan “On Banks and Banking Activities in the Republic of Kazakhstan” (the “Banking Law”), including as established by the Agreement;

2.3. demand from the Borrower for early repayment of the Loan and payment of interest with repayment of any other debt of the Borrower under the Agreement, in the manner prescribed by the legislation of the Republic of Kazakhstan and the Agreement in the following cases:

1) submission by the Borrower of unreliable information about its financial condition, including, if the legal entity wherein the Borrower is the owner of interest in the authorized capital has overdue Debt to the Bank;

2) violation by the Borrower of the term for repayment of the next part of the Loan and (or) payment of the interest for more than 40 (forty) calendar days;

3) improper use of the Loan by the Borrower with a penalty being imposed of 10% (ten percent) of the amount of the Loan used for other purposes;

4) participation of the Borrower in court proceedings as a defendant with the claim price proportionate to the outstanding principal;

5) foreclosure or attachment of Borrower’s property, including money on Bank Accounts of the Borrower;

2.4. refuse to establish business relations with the Borrower in case of impossibility to take measures for due diligence stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Bank, and also in case of suspicion that business relations are used by the Borrower for the purpose of money laundering or financing of terrorism;

2.5. demand that the Borrower provide information and documents necessary for the identification of the Borrower, as well as provide information on tax residency and occupation;

2.6. refuse the Borrower or suspend the execution of transactions on the Card Account if there are suspicions that such transactions are performed for the purpose of money laundering or terrorism financing, and in case of failure and (or) refusal of the customer to provide the documents requested by the Bank;

2.7. terminate business relations with the Borrower by unilateral refusal to perform the Agreement in following cases:

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

2) repeated refusals to conduct transactions on the bank Card Account or suspension of all operations on any Bank Accounts of the Borrower;

3) sanctions against the Borrower imposed in accordance with the jurisdiction of any country (e.g. OFAC) or international organization (including, but not limited to FATF and the UN);

4) the Bank has reasons to believe that the Borrower’s transactions are subject to international economic sanctions or are aimed to evade them;

5) non-fulfillment by the Borrower of requirements specified in sub-clauses 3.9 and 3.16 hereof;

6) stipulated by requirements of current legislation and (or) internal documents and procedures of the Bank on anti-money laundering and combating the financing of terrorism;

2.8. demand that the Borrower fulfill its obligations under the Agreement;

2.9 at any time allocate the money received to the Card Account for repayment of the Borrower’s Debt to the Bank under the Agreement;

2.10. in an indisputable manner (without acceptance), withdraw the money from the Card Account, as well as from any other bank accounts of the Borrower opened with the Bank, other banks and organizations engaged in certain types of banking operations in the Republic of Kazakhstan and beyond, by direct debiting and using the payment order and (or) other payment documents in order to fulfill the obligations of the Borrower to repay the Loan and pay the interest. Herewith, the Bank may do this prior to the scheduled repayment date, with subsequent depositing of money withdrawn on the Borrower’s Card Account until the repayment date.

Without the acceptance (consent) of the Borrower, convert the money at the exchange rate of the Bank on the date of conversion, unless another rate is set by the Bank, in case of withdrawal of money in a currency other than the currency of the Loan;

2.11. assign any rights (claims) to the Borrower under the Agreement to third parties specified in the Banking Law, including to collection agencies without additional consent of the Borrower in accordance with the laws of the Republic of Kazakhstan.

When the Bank assigns the rights (claim) under the Agreement to a third party, the requirements and restrictions established by the legislation of the Republic of Kazakhstan to the relations of the Bank with the Borrower shall apply to the legal relations of the Borrower with the third party which the right (claim) has been assigned to;

At AMEX's request, the Bank shall be entitled to assign its rights and obligations on servicing American Express system cards and loans within the credit limit set for the Borrower's Account in favor of the third parties specified by American Express payment system, in accordance with the requirements of the legislation of the Republic of Kazakhstan;

2.12. if the Borrower is in default to perform its obligations under the Bank Loan Agreement, engage collection agencies to transfer the Borrower's Debt for pre-trial collection and settlement, and for representation of the Bank's interests in court and in enforcement proceedings;

2.13. give information about the Borrower and the terms of the Bank Loan Agreement, information related to the performance by the Parties of their obligations, as well as other information constituting a banking and other secret protected by the laws of the Republic of Kazakhstan to any third parties (including collection agencies which the Bank has entered into agreements with), and the Bank subsidiaries;

2.14. If the Borrower is in default to pay (in full or in part) any amount under the Bank Loan Agreement, suspend the accrual of interest and penalties. Upon fulfillment (partial fulfillment) of the Borrower's obligations to pay any amount, the Borrower's obligations will be determined in accordance with the terms of the Agreement without regard to the suspension, unless otherwise determined by the Bank;

2.15. cease to provide financing to the Borrower and recover the Debt in full:

in cases of breach by the Borrower of:

1) obligations to provide and (or) ensure that the Borrower and other Personal Data Subjects provide the Bank with up-to-date, accurate and properly executed Personal data Consents,

2) obligations to take measures to prevent cases of revocation of any of the consents given to the Bank, challenging their validity by anyone, invalidation of any of the consents given to the Bank, submission by the personal data subjects of requests for destruction, blocking, depersonalization of their personal data given to the Bank,

and in cases of:

1) application of measures to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data due to violation by the Borrower of the obligations under the Agreement related to provision and (or) ensuring provision to the Bank of consents and (or) personal data of personal data subjects;

2) breach by the Borrower of obligations to reimburse the Bank for expenses and losses incurred thereby as a result of such measures.

3. The Borrower shall be obliged to:

3.1. notify the Bank no later than 5 (five) business days upon receipt thereby of the information on/event of:

1) seizure of property and (or) Bank Accounts with any banks (organizations engaged in certain types of banking operations and other financial organizations) of the Borrower;

2) contestation by someone of validity of the Agreement;

3) changes in postal details, address of permanent residence, address of residence registration, e-mail, trusted number, other telephone numbers, family composition, place of employment (change of employer), surname, name, patronymic of the Borrower;

4) other circumstances that may adversely affect the proper performance of obligations under the Agreement by the Borrower;

3.2. pay for the Bank services in accordance with the tariffs;

3.3. without prior written consent of the Bank, not act as a guarantor (surety) for the obligations of third parties, nor make any other transactions, which increase the obligations of the Borrower to third parties and (or) otherwise may hinder the proper performance of the Borrower's obligations under the Agreement;

3.4. in case of early repayment of the Loan upon expiry of the deferral for repayment of the principal provided by the Bank, pay the Principal and the Interest accrued for the period of deferral, but not paid at the time of early repayment;

3.5. immediately notify the Bank of the occurrence of circumstances that prevent the fulfillment of the Borrower's obligations under the Agreement, and of the threat of violation thereof;

3.6. at the request of the Bank in cases provided for in the Agreement and within the period specified by the Bank, repay the Loan and pay the due Interest, fees (if any) and penalties, as well as any other amounts of the Borrower's Debt before maturity;

3.7. immediately notify the Bank on opening Bank Accounts with banks (organizations engaged in certain types of banking operations and other credit organizations) in the Republic of Kazakhstan and beyond (with communication of the number of such Account and the name of the bank);

3.8. within 5 (five) business days upon receipt of the Bank's request, reimburse the latter for the expenses and losses related to the breach by the Borrower of obligations under the Agreement confirmed by relevant documents, which shall be payable to the Bank in full in excess of the penalty amount;

3.9. at the request of the Bank, submit documents stating and confirming the salary and (or) other income being the source of the Loan repayment, if such income was declared by the Borrower, as well as provide access to the place of work/business to the Bank employee;

3.10. disclose to the Bank information about its financial position and (or) other information, which may adversely affect the Borrower's ability to fulfill the obligations under the Agreement timely and in full;

3.11. if, after entering into the Bank Loan Agreement, the Bank becomes aware that the Borrower is a related party of the Bank and (or) related with a group of the Bank Borrowers exposure wherefore is calculated as for one Borrower not being a related party of the Bank and (or) not related with a group of the Bank Borrowers exposure wherefore is calculated as for one Borrower being a related party of the Bank, then within the term indicated by the Bank, take the actions necessary for the Bank to classify the financial condition of the Borrower not lower than "stable" (in accordance with statutory regulations of the authorized body).

3.12. if violation of the conditions provided by sub-clause 3.11 hereof leads to imposing penalties on the Bank – at the request of the Bank, reimburse the amount of penalties within 5 (five) business days upon receipt of the Bank notice with the request for reimbursement;

3.16. provide the Bank with and ensure provision to the Bank of, at the first written request, accurate and properly executed consents of the Borrower and other personal data subjects specified by the Bank;

3.17. take measures to prevent cases of:

1) revocation of any of the consents provided to the Bank;

2) contestation of their validity by anyone;

3) invalidation of any of the consents given to the Bank;

4) requests of personal data subjects for destruction, blocking, depersonalization of their personal data submitted to the Bank;

5) application of measures to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data due to violation by the Borrower of the obligations related to providing and (or) ensuring provision to the Bank of the consents and (or) personal data of the personal data subjects;

3.15. reimburse the Bank for any expenses and losses incurred by the Bank in case of any measures applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data due to violation by the Borrower of obligations related to providing or ensuring provision of consents and (or) personal data of the personal data subjects to the Bank;

3.16. provide required information and documents within the deadlines set by the Bank required by the legislation of the Republic of Kazakhstan on money laundering and terrorism financing and (or) intergovernmental agreements, and (or) the Bank's internal documents and procedures.

4. The Bank shall be obliged to:

4.1. accept the Loan during any Loan servicing period in full or in part, with the interest accrued from the date of the Loan being withheld, and the penalty or other types of forfeits for the Loan repayment not being withheld;

4.2. at the request of the Borrower, provide at no charge, however no more often than once a month, the information in writing within no more than 3 (three) business days about distribution (to Principal, Interest, fees, penalties and other types of forfeit, and other amounts payable) of money received to repay the Debt under the Agreement. The information is provided by the Bank as of the date of the Borrower's application;

4.3. upon Borrower's application for partial or full early repayment of the Loan to the Bank, at no charge, within 3 (three) business days, inform the Borrower of the amount due for repayment broken down by Principal, Interest, fees, penalties and other forfeits, and other amounts payable to the Bank. The information shall be provided by the Bank as of the date of the Borrower's application;

4.4. notify the Borrower by means provided for in Clause 5 of the Accession Agreement, about changes in the terms of the Agreement towards their improvement no less than 14 (fourteen) calendar days before the date of their supposed entering into force.

4.5 consider and prepare a written response to the Borrower's written application within the time frame established by the Law of the Republic of Kazakhstan No.221-III "On Consideration of Appeals from Individuals and Legal Entities" dated 12 January 2007;

4.6. when entering into the Agreement for assignment of claim to third parties as provided by the legislation, notify the Borrower:

1) prior to entering into the Agreement for assignment of claim on the possibility of the claims transfer to a third party, and on processing of personal data of the Borrower in connection with such assignment, in the manner provided for in the Agreement or not contradicting to the legislation of the Republic of Kazakhstan;

2) on transfer of claim to a third party in the mannser provided for in the Accesion Agreement and/or the Bank Loan Agreement or not contradicting the legislation of the Republic of Kazakhstan, within 30 (thirty) calendar days upon execution of the Agreement for assignment of claim, with an indication that subsequent payments to repay the Loan should be made to a third party (name and location of the party the claim under the Bank Loan Agreement was assigned to, the full amount of transferred claims, and the outstanding and current amounts of principal, interest, fees, forfeit (fine, penalty) and other amounts payable;

4.7. upon a delay in performance of the obligation, however no later than twenty calendar days from the date thereof, notify the Borrower in the manner and within the terms provided for in the Agreement on: occurrence of delay in performance of obligation under the Agreement and necessity to make payments thereunder, with indication of the amount of overdue Debt as of the date stated in the notice;

the right of the Borrower under the Agreement to apply to the Bank;

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

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

to the e-mail specified in the Bank Loan Agreement;

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

by other means of communication ensuring fixing the receipt of the notice by the Borrower.

In case of return of notice with the mark of impossibility of its delivery to the addressee, recipient, or due to refusal to accept it, as well as failure to confirm its acceptance by any other means of communication, the notice shall be considered as duly sent;

4.8. consider, within fifteen calendar days after receipt of the Borrower's application as stipulated in sub-clause 1.7 of Clause 3 of the Accession Agreement, the proposed changes to the Agreement terms and conditions, and inform the Borrower in writing or otherwise as provided for in the Agreement of: acceptance of the proposed changes to the Agreement terms and conditions; its proposals to amend the Agreement terms and conditions; refusal to change the Agreement terms and conditions specifying reasonable grounds for such refusal;

4.9. consider and prepare a written response to the Borrower's written request.

5. The Bank shall not be entitled to:

5.1. unilaterally change upward the amount and procedure of calculation, fees and other payments for servicing the Loan established on the date of the Agreement;

5.2. unilaterally introduce new types of fees under the Agreement;

5.3. oblige the Borrower to insure life and health thereof;

5.4. charge a penalty or other types of forfeits when date of the principal or interest repayment falls on a weekend or a day off, and the payment thereof is made on the following business day;

5.5. unilaterally change the terms and conditions of the Agreement, except for the following cases of their improvement for the Borrower:

- downward change or complete cancellation of fees and other payments for the services related to servicing the Loan;
- downward change or complete cancellation of penalties (fine, forfeit);
- downward change of the interest rate under the Agreement;
- increasing the credit limit amount;
- granting a grace period for repayment of the Debt;
- reduction of the minimum payment amount;
- deferral and (or) installment payments under the Agreement;
- change of the Debt repayment procedure to the one providing for payment of the Debt in equal monthly installments;
- upward change of the Loan term in case of provision of installment payments under the Agreement.

Clause 4. Confidentiality

1. Each Party shall maintain the confidentiality of any information received from the other Party relating to the Agreement. Any transfer of such information to third parties, regardless of the form of transfer, shall be possible with the prior written consent of the other Party, except as provided by the Agreement and the laws of the Republic of Kazakhstan.

2. The confidentiality provisions (banking and other secrets) shall not apply to the cases of:

- 1) assignment by the Bank of rights and transfer of debt under the Agreement;
- 2) provision by the Bank of information, including, but not limited to, about the Borrower, entering into the Agreement, terms and conditions of the Agreement and its performance, to third parties in order to protect its rights and interests, including to collection agencies under the Agreements concluded therewith on collection of the Borrower's Debt under the Agreement;
- 3) direct withdrawal by the Bank of all Borrower's debt amounts under the Agreement from all Accounts thereof, and provision of the required information to other authorized third parties in this regard;
- 4) provision by the Bank of information to third parties in cases expressly provided for by the laws of the Republic of Kazakhstan;
- 5) other cases provided for by the legislation of the Republic of Kazakhstan and the Agreement.

Clause 5. Notices

1. Notices from the Bank to the Borrower shall be deemed to have been duly executed and received by the Borrower if the same are sent by the Bank to the Borrower in one of the following ways, including by means of instant communication:

- by courier or postal service;
- by e-mail;
- by fax;
- by mobile and other telephone communication, by means of Telebanking and SMS Banking systems;
- by posting the relevant information in the Bank's branches and (or) on the Bank's website at www.halykbank.kz, on the Bank's official page in social media, on Homebank financial portal, in the

Internet Banking system, on ATMs, taking into account the provisions of Clause 4 of the Accession Agreement;

- by posting the message on the Borrower's page in social media, in the manner and on terms determined by the Bank, in case of identification of the Borrower based on the information received therefrom upon entering into the Agreement and during its validity, taking into account the provisions of Clause 4 of the Accession Agreement;

- on POS terminal receipt.

The Bank's notices shall be deemed to have been delivered to the Borrower, and the Borrower shall be deemed to have been duly notified, if the notices are sent by any of the above methods, without the need for the Bank to obtain the notice receipt confirmation, except for those notices delivered personally or through courier service which shall be deemed to have been delivered in case of direct delivery to the Borrower, confirmation by courier service that delivery is not possible due to absence of the Borrower at the delivery address or refusal of the Borrower to receive the notice.

2. The Parties hereby agree and confirm that any notices from the Borrower to the Bank shall be deemed to have been duly executed and received by the Bank, when the same are sent by the Borrower to the Bank in one of the following ways:

- by delivery to the Bank's authorized employee against signature on receipt;
- by courier or postal service.

3. The date of receipt of the notice by the addressee shall be deemed to be:

- for notices that are delivered in person or via courier service – the day of receipt with appropriate mark of the proper person;

- for notices sent to the Bank by registered mail – the third calendar day after sending (according to the date of the document issued by the postal organization when sending);

- for notices sent by fax – the day of sending, provided there is a fax machine statement on successful completion of sending to the fax number;

- for notices sent by e-mail, mobile communication and/(or) SMS Banking system – the day of sending the notices (upon the message on sending);

- for notices (voice notices) via mobile and other telephony, including Telebanking system – date and time of the call;

- for notices placed in branches and (or) on the Bank website, on the official page of the Bank in social media, on Homebank financial portal in Internet Banking system, on ATMs, on terminals – date of placement of notification;

- for notices sent to the Borrower's page in social media – the day of sending the notice (upon the message on sending);

- for notices placed on POS terminal receipt – the day the receipt is printed.

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

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

6. The rules stated in sub-clause 4-4.7 of Clause 3 hereof shall apply to the notices sent by the Bank to the Borrower in case of default in performance of the obligation.

Clause 6. Final Provisions

1. The Accession Agreement is to be posted on the Bank's official website: www.halykbank.kz and shall become effective on the date of posting.

2. Amendments to the Accession Agreement shall be made by the Bank unilaterally, at its own discretion, to the extent permitted by the legislation of the Republic of Kazakhstan and (or) in connection

with changes therein, shall become effective upon being posted on the Bank's official website: www.halykbank.kz and apply to agreements entered into therefrom.

3. Amendments to the Bank Loan Agreement shall be made by executing supplementary agreements by the Parties.

4. The Borrower shall be entitled to repay the Bank the loan amount (in full or in part) under the Agreement prior to maturity with the written consent of the Bank.

Clause 7. Terms and Abbreviations

1. The terms and abbreviations used in the Accession Agreement, the Bank Loan Agreement, and other documents executed hereunder shall have the following meanings, unless the context of such Accession Agreement, Bank Loan Agreement, other documents provides otherwise:

Bank	Joint Stock Company Halyk Savings Bank of Kazakhstan
Interest	payment for the Loan provided
Agreement	Accession Agreement, Bank Loan Agreement
Accession Agreement	This Accession Agreement to bank Loan Agreement for Credit Card Limit
Loan	bank loan provided by the Bank to an individual for the purpose of purchasing goods, works and services not related to entrepreneurial activities
Debt	all/any unfulfilled monetary obligations of the Borrower (current and (or) overdue) on repayment of the Loan, payment of the Interest, fees, forfeit, on compensation of expenses (losses) incurred by the Bank
Applicant	an individual who filed an Application for a loan
Application	Application for Loan submitted by the Applicant/Borrower in hard copy when applying to the Bank in person
Borrower	the Applicant who received the Loan and undertakes to repay it, pay the Interest and other payments (if any) on the basis of the Accession Agreement and the Bank Loan Agreement
Credit Card	a payment card issued by the Bank to the Borrower, to which the Bank transfers the Credit Limit
Credit Limit	The instrument whereby the Bank provides the Loan by crediting it to the Borrower's Credit Card, which is revolving and which the Borrower uses by making card transactions
Grace Period	period of repayment of the Principal under the credit limit, during which the Bank does not accrue the Interest or the Interest is accrued at a reduced rate, as compared to the standard rate. The Grace Period commences upon the use of the credit limit amount and ends on the end date of the period in which the credit limit was provided on preferential terms, in accordance with the terms of the product
Minimum monthly payment/Minimum payment/MMP	amount of money payable on a monthly basis to the Bank for repayment of the used amount of credit limit, its part and the Interest (if any)
Principal	amount of the Loan received in full
Outstanding Principal	amount of the outstanding Principal under the credit limit, used amount of the Credit Limit
Personal Data	information related to the identified or identifiable Personal Data Subject recorded on electronic, paper and (or) other tangible media
Payment Period	period during which a MMP can be made to repay the Debt under the Credit Limit.

	Payment Period for the Credit card Limit shall be calculated from the first day of the calendar month following the Settlement Period and shall end on the last day of such calendar month.
Loan repayment	repayment of the Loan amount (Principal) and payment of the Interest on the Loan, other payments, if any
Settlement Period	calendar month, starting from the first day until and including the last day, in which the amount of the Credit Limit was used, regardless of the date of using the amount of the Credit Limit, part thereof. The Settlement Period shall end on the last day of the calendar month, in which the amount of the Credit Limit was used
Consent	Consent of the Personal Data Subject to collection and processing of personal data, Consent to provision of information to credit bureaus and receive credit reports therefrom
Personal Data Subject	an individual who the Personal Data refer to
Account/Account in card database/Card Account	any current Bank Account of the Borrower or a current Account opened with the card database with the Bank, to which the Credit Limit is transferred
Remote Communication Channels	Homebank financial portal, ATM, payment terminal, Internet resources of the Bank Partners
Homebank	Financial portal of the Bank, where the customer can open a personal account and make a number of transactions, keep track of the loan, the history of cash flows, etc.

Clause 8. Details and Signatures of the Parties

Details and signatures of the Parties shall be stated in the Bank Loan Agreement.