Annex 5
to the minutes of the meeting of the Management Board
of JSC Halyk Bank
minutes No. ____ dated __ _____ 2020

Accession Agreement to the Bank Loan Agreement on Unsecured Loans under the Lending Program "Goods on Credit / by Installments"

Accession Agreement to the Bank Loan Agreement is typical and made by signing the Bank Loan Agreement.

The signing of the Bank Loan Agreement means that the signatory of this document has fully read and accepted the terms of the Accession Agreement. The Accession Agreement is posted on the Bank's website in the Internet: www.halykbank.kz.

The Accession Agreement, the Bank Loan Agreement, other documents drawn up under the Accession Agreement are considered to be a single instrument.

The terms and abbreviations specified in Article 8 "Terms and Abbreviations" of the Accession Agreement may be used in the Accession Agreement, the Bank Loan Agreement, and other documents drawn up under the Accession Agreement.

Article 1. General conditions

1. The Bank grants the Borrower a Loan on the terms established by the Bank Loan Agreement entered into with each customer under the Accession Agreement. The Bank Loan Agreement and the Accession Agreement are integral parts of each other and are hereinafter collectively referred to as the Agreement.
2. The Loan amount is determined by the Bank independently based on the results of the credit scoring of the Applicant, relying on the information provided by the Applicant, as well as information received from other sources, including the credit report of the credit bureau.
3. The date and place of making the Bank Loan Agreement, its number, details of the Bank and the Borrower, Loan purpose, amount, and currency are determined in the Bank Loan Agreement.

The date and place of making the Bank Loan Agreement will be the date and place of making the Agreement.

4. The Loan term is determined in the Bank Loan Agreement. The extension of the Loan repayment period specified in the Bank Loan Agreement may be made in accordance with the decision of the authorized body of the Bank by execution of an additional agreement to the Bank Loan Agreement.
5. Type of the Interest Rate for using the Loan, amount of the Interest Rate in annual percentage, amount of the Interest Rate in reliable annual effective comparable terms as of the date of the Agreement are determined in the Bank Loan Agreement.
6. Repayment method and procedure:

The Bank accepts money to repay the Loan / Debt on business days. Business days are all days of the week, except Saturday, Sunday and holidays, unless otherwise indicated in a specific branch of the Bank (the working hours of the Bank's branches can also be found on the website of the Bank on the Internet: halykbank.kz) and (or) determined by the regulatory legal act of the Republic of Kazakhstan (on the transfer of business days).

Payments under the Agreement are made by the Borrower at the Bank's branches or through a remote self-service device before 06:00 pm Nur-Sultan time. If the payment under the Agreement is made after 06:00 pm Nur-Sultan time, such payment shall be considered to be made on the next business day.

If the Account is credited with amount exceeding the amount of the Borrower's Debt under the Bank Loan Agreement as of the date the amount is deposited into the Account, and such excessive amount is more than the following amounts: 10,000 tenge / 30 US dollars / 25 Euros, the Bank shall be entitled to return the amount exceeding the Debt to any Account of the Borrower opened with the Bank. In this case, if the currency of the Credit Limit is other than the currency of the Borrower's Account to which the repayment is made, the amount exceeding the amount of the Debt and transferred to such Account of the Borrower will be converted by the Bank at the exchange rate of the Bank prevailing at the date of

conversion, minus conversion fee withheld by the Bank in accordance with the current conversion rates of the Bank prevailing at the date of conversion.

Otherwise, the repayment methods and procedure are determined in the Bank Loan Agreement.

7. The repayment method shall be determined in the Bank Loan Agreement.

8. The debt seniority shall be determined in the Bank Loan Agreement.

9. In case of breach of the Loan repayment obligations and (or) Interest payment, the Borrower shall pay the Bank a penalty, the calculation procedure and the amount of which are specified in the Bank Loan Agreement.

10. A complete list of fee and other commission rates charged due to the issuance and servicing of the Loan shall be specified in the Bank Loan Agreement.

11. Measures taken by the Bank in case of non-fulfillment or improper fulfillment by the Borrower of its obligations under the Agreement:

1) upon delay in the fulfillment of an obligation under the Agreement, the Bank notifies the Borrower of the need to make payments under the Agreement and the consequences of the Borrower's failure to fulfill its obligations in the manner and within the time frame provided in the Agreement, but no later than thirty calendar days from the date of the delay in fulfilling the obligation;

2) within fifteen calendar days of receipt of the Borrower’s written application specified in sub-clause 1.8 of clause 1 of Article 3 of the Accession Agreement, the Bank informs the Borrower about:

– agreement with the proposed changes in the terms of the Bank Loan Agreement;

– its proposals to change the terms of the Bank Loan Agreement;

– refusal to change the terms of the Bank Loan Agreement, indicating a reasonable justification for the refusal;

3) in case of the Borrower’s failure to meet the requirements and agree with the proposals arising from the notifications specified in sub-clauses 1) and 2) of this clause, the Bank may take the measures specified in clause 13 of the Bank Loan Agreement and other measures established by the Agreement or legislation.

Article 2. Other terms and conditions

1. The Loan is provided by the Bank by crediting the Loan amount to the Partner's account.

2. The procedure for submitting the Repayment Schedule and Reminder, the procedure for submitting the Repayment Schedule, Reminder and Title Page upon changing the terms of the Agreement are as follows:

1) The Reminder and Repayment Schedule are provided to the Borrower upon signing the Bank Loan Agreement;[1]

2) if the conditions of the Loan change resulting in the change of the amount (size) and (or) the payment date of the Borrower's monetary obligations, the Bank draws up and issues to the Borrower a new Repayment Schedule and Reminder based on new terms;[2]

3) The Reminder is provided to the Borrower prior to the execution of the Bank Loan Agreement;[3]

4) if the Loan terms change resulting in the change of the amount (size) and (or) the payment date of the Borrower's monetary obligations, the Bank draws up and issues to the Borrower a new Repayment Schedule[4];

The Reminder, the Repayment Schedule and the Title Page are provided to the Borrower on the financial portal homebank.kz/ the Internet resource of the Bank's Partner.

3. All obligations of the Parties under the Agreement must be performed on the relevant business days. If the end of the term for performance of the obligation falls on a non-business day, then the day of the end of the term for the performance of the obligation is the next business day.

4. The date the money is credited to the Partner’s Account shall be the date of granting the Loan, and the date of the Debt repayment by the Borrower to the Bank under the Agreement shall be the date of the Loan repayment.

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[1] Sub-clause 1) of clause 2 continues until 1 April 2020.

[2] Sub-clause 2) of clause 2 continues until 1 April 2020.

[3] Sub-clause 3) of clause 2 is suspended until 1 April 2020.

[4] Sub-clause 3) of clause 2 is suspended until 1 April 2020.

The date of the Loan issuance and the date of the Loan repayment shall be treated as one day. The year is assumed to be three hundred sixty days, and the month equal to thirty days.

The Interest for using the Loan is accrued on the amount of principal Balance.

5. If the date of Loan repayment and (or) the date of Interest payment falls on a holiday or weekend, then the Loan repayment and (or) the Interest payment shall be made on the next business day following the corresponding holiday or day off.

6. Replenishment of the Account in cash and (or) by non-cash method can be made on any day. If, for the purpose of the Debt repayment under the Agreement, the Account is replenished on a holiday or weekend, the repayment of such Debt is made on the next business day without charging forfeits. At the same time, the Interest for using the Loan continues to accrue until the date of the Debt actual repayment, including holidays and (or) weekends, due to which the Debt under the Agreement is repaid on the next business day and is payable on such business day.

6. The fee charge stipulated by the Agreement.

7. The Borrower shall repay the Debt by making a Monthly payment in accordance with the Repayment Schedule.

8. Transactions made with electronic digital signature, exchange of electronic messages and documents in the personal account of the Borrower on the financial portal homebank / on the Partner's Internet resource, in accordance with Article 152 of the Civil Code of the Republic of Kazakhstan, are equated to a transaction made in writing by agreement of the Parties.

Article 3. Rights and obligations of the Parties

1. The Borrower may:

1.1. within twenty calendar days from the date of the Agreement, return the entire amount of the Loan without paying the Interest accrued by the Bank from the date of the Loan, forfeit and other types of penalties;

1.2. if the date of repayment of the Principal debt and (or) the Interest falls on a day off or a holiday, pay the Principal debt and (or) the Interest on the next business day without any forfeit and other types of penalties;

1.3. upon application, receive, free of charge, within a period of no more than three business days, but no more than once a month, information in writing about the distribution of amounts received to repay the Debt under the Agreement (Principal debt, Interest, fees, forfeits and other types of penalties, as well as any other payable amounts);

1.4. 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, free of charge, information on the amount due to be returned, broken down by the Principal debt, Interest, fees, forfeits and other types of penalties, as well as any other payable amounts;

1.5. partially or fully, prepay the Principal debt upon the expiration of six months from the date of receipt of the Loan issued for a period of up to one year, upon expiration of one year from the date of receipt of the Loan issued for a period exceeding one year, without paying a forfeit or other types of penalties.

The provisions of sub-clause 1.4 of this clause and the first paragraph of this sub-clause refer to cases of prepayment of the principal debt after fourteen calendar days from the date of execution of the agreement and apply if the Bank agrees to the Loan prepayment or if it is provided for by the Agreement, in accordance with part five of clause 1 of Article 722 of the Civil Code of the Republic of Kazakhstan (Special Part) dated 1 July 1999;

1.6. within fourteen calendar days of receipt of the notification stating the improving changes in the terms of the Agreement for the Borrower, refuse the improving terms proposed by the Bank in the manner stipulated by the Agreement;

1.7. 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 Law of the Republic of Kazakhstan dated 12 January 2007 "On the Procedure for Considering Applications from Individuals and Legal Entities" (hereinafter referred to as the ”Law on Applications”);

1.8. within thirty calendar days from the date of delay in the fulfillment of the obligation under Agreement, visit the Bank and submit a written application stating the reasons for the delay in the

fulfillment of obligations, income and other confirmed circumstances (facts) that cause the Borrower to apply for changes in the terms of the Agreement, including related to:

– change towards reduction of the Interest rate under the Agreement;

– change of the Loan Principal Balance currency to the national currency, in the event that the Loan is provided in foreign currency;

– the Principal debt and (or) the Interest deferral or installment payment;

– change of the Debt repayment method or the Debt sequence of repayment, including with the repayment of the Principal debt as a matter of priority;

– change of the Agreement validity term;

– forgiveness of the overdue Principal debt and (or) the Interest, cancellation of the forfeit (fine, penalty);

– change towards reduction or complete cancellation of forfeit (fine, penalty);

– change towards reduction or complete cancellation of fees and other payments for the provision of services related to the Loan service.

1.9. partially repay the Loan amount at any time in the amount of at least three monthly installments;

2. The Bank may:

2.1. unilaterally change the terms of the Agreement towards improvement for the Borrower as provided for by clause 3 of Article 34 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" (the “Banking Law”), as well as established by the Agreement;

2.2. require the Borrower to make the Loan prepayment and the interest payment with the repayment of any other outstanding amounts of the Borrower under the Agreement in the manner prescribed by the legislation of the Republic of Kazakhstan and the Agreement, where:

1) the Borrower provides inaccurate information about its financial condition, including if the legal entity, whose authorized capital is shared by the Borrower, has an overdue debt to the Bank;

2) the Borrower fails to meet the term for repayment of the next part of the Loan and (or) interest payment for more than forty calendar days;

3) the Borrower’s inappropriate use of the Loan with a penalty of 10% (ten percent) of the Loan amount, which was not used for its intended purpose;

4) the Borrower is a defendant in the litigation with the cost of the claim commensurate with the Principal balance;

5) the Borrower’s property, including money in the Borrower’s bank accounts, are under enforcement or seizure;

2.3. request and receive from the Borrower the necessary information and documents required under 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, while the Borrower is responsible for the accuracy of such information and documents;

2.4. refuse to establish business relations with the Borrower, if it is impossible to take due diligence measures provided for by the legislation of the Republic of Kazakhstan and internal documents of the Bank, as well as if there are suspicions that the business relationship is used by the Borrower for the purpose of legalizing (laundering) criminal proceeds or terrorist financing;

2.5. request the Borrower to submit information and documents necessary to identify the Borrower, as well as provide information on tax residency, type of activity;

2.6. refuse or suspend the transactions in the Borrower’s Account provided that there is a suspicion that such transactions are performed for the purpose of legalizing (laundering) criminal proceeds or terrorist financing, as well as the client fails to provide and (or) refuses to provide the documents requested by the Bank;

2.7. terminate business relations with the Borrower by unilateral refusal to execute the Agreement, where:

1) in the process of studying transactions, the suspicions arise that the business relationship is used by the Borrower for the purpose of legalizing (laundering) criminal proceeds or terrorist financing;

2) there are repeated refusals to execute transactions on a bank account or suspension of all transactions on any bank accounts of the Borrower;

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

4) the Bank has reason to believe that the Borrower's transactions are subject to international economic sanctions or are aimed at evading international economic sanctions;

5) the Borrower fails to meet the requirements specified in sub-clauses 3.9 and 3.16 of clause 3 of this Article of the Accession Agreement;

6) as provided for by the requirements of the current legislation and (or) internal documents and procedures of the Bank on combating the legalization (laundering) of criminal proceeds and of terrorist financing;

2.8. demand from the Borrower to fulfill obligations under the Agreement;

2.9. in indisputable (non-acceptance) manner, withdraw money from the account, as well as any other bank accounts of the Borrower opened with the Bank, other banks and organizations engaged in certain types of banking operations in the territory of the Republic of Kazakhstan and abroad by direct debiting thereof against payment order and (or) other payment documents in order to fulfill the Borrower's obligations to repay the Loan and pay the Interest.

Without acceptance (consent) of the Borrower, convert money at the rate of the Bank as of the date of conversion, unless otherwise established by the Bank, in case of withdrawal of amounts in a currency other than the currency of the Loan;

2.10. make the assignment of any rights (claims) to the Borrower under the Agreement to third parties specified in the Banking Law, including collection agencies, without the further consent of the Borrower in accordance with the legislation of the Republic of Kazakhstan.

When the Bank assigns rights (claims) under the Agreement to a third party, the requirements and restrictions established by the legislation of the Republic of Kazakhstan to the relationship between the Bank and the Borrower apply to the legal relationship between the Borrower and the third party to whom the right (claim) is assigned;

2.11. if the Borrower assumes a delay in fulfilling the obligations under the Bank Loan Agreement, engage collection agencies and transfer the Borrower's Debt to them for pre-trial collection and settlement, as well as for representing the interests of the Bank in court and enforcement proceedings;

2.12. transfer information about the Borrower and the terms of the Bank Loan Agreement, information related to the fulfillment of their obligations by the Parties, as well as other information constituting banking and other secrets protected by the legislation of the Republic of Kazakhstan, including Personal data, to any third parties (including collection agencies, with whom the Bank has entered into agreements);

2.13. collect the Debt in full:

1) obligations to provide and (or) ensure the provision to the Bank of up-to-date, reliable and duly executed Personal Data Consents of the Borrower and other Personal Data Subjects;

2) obligations to take measures so that to prevent cases when the Consents provided to the Bank are revoked, anyone disputes the validity thereof, any of the Consents provided to the Bank are invalidated, the Personal Data Subjects request to destroy, block, depersonalize the Personal Data provided to the Bank by Personal Data Subjects,

and if:

1) the Bank is held liable for the violation of Personal Data law of the Republic of Kazakhstan as a result of breach by the Borrower of obligations under the Agreement related to the provision and (or) procuring the provision of Consents and (or) Personal Data of Personal Data Subjects;

2) the Borrower is in breach of obligations to reimburse the Bank for expenses and losses incurred due to the application of such measures.

2.14. send alerts / notifications where necessary in the manner provided for in Article 5 of the Accession Agreement.

3. The Borrower must:

3.1. notify the Bank no later than five business days of receipt by the Borrower of information / occurrence of an event that:

1) seizure is imposed on property and (or) bank accounts in any banks (organizations engaged in certain types of banking operations and other financial organizations) of the Borrower;

2) anyone contests the validity of the Agreement;

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

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

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

3.3. without the prior written consent of the Bank, not act as a guarantor (surety) for the obligations of third parties, as well as not perform any other transactions that entail increase in the Borrower's obligations to third parties and (or) otherwise may interfere with the proper performance of the Borrower's obligations under the Agreement;

3.4. in case of the Loan prepayment after the expiry of the grace period provided by the Bank for repayment of the Principal Debt, pay the Principal debt and Interest accrued for the period of the grace period, but not paid at the time of the Interest prepayment;

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

3.6. at the request of the Bank in the cases stipulated by the Agreement, and within the period specified by the Bank, make prepayment of the Loan and Interest due, fees (if any) and penalties, as well as any other amounts of the Borrower's Debt;

3.7. immediately notify the Bank about the opening by the Borrower of bank accounts in banks (organizations engaged in certain types of banking operations and other credit institutions) in the Republic of Kazakhstan and abroad (indicating such account number and the bank name);

3.8. within five business days of receipt of the Bank's request, reimburse the Bank the amount of expenses and losses related to the breach by the Borrower of its obligations under the Agreement, confirmed by the relevant documents, which are payable to the Bank in full in excess of the amount of the forfeit;

3.9. at the request of the Bank, provide documents reflecting and confirming wages and/or other incomes that are the source of the Loan repayment, if such income was declared by the Borrower, as well as provide access for the Bank employee to the location of work / business;

3.10. disclose to the Bank information about its financial position and (or) other information that may negatively affect the ability of the Borrower to perform its obligations under the Agreement in a timely manner and to the full extent;

3.11. if after the execution of the Bank Loan Agreement the Bank obtains information that the Borrower is related to the Bank and (or) with a group of Bank Borrowers, for whom exposure is calculated as per one Borrower not related to the Bank and (or) with a group of the Bank Borrowers, for whom exposure is calculated as per one Borrower related to the Bank, then, within the period specified by the Bank, take the actions required by the Bank so that to classify the financial condition of the Borrower not lower than “stable” (in accordance with the regulatory legal acts of the authorized body);

3.12. if the breach of the conditions stipulated by sub-clause 3.11 of this clause of the Accession Agreement results in penalties applied to the Bank - at the request of the Bank, reimburse the amount of penalties within five business days of receipt of the Bank's indemnity letter;

3.13. provide and ensure the provision to the Bank, upon the first written request of the Bank, of up-to-date, reliable and duly executed Consents of the Borrower and other Personal Data Subjects specified by the Bank;

3.14. take measures to prevent cases as follows:

1) any of the Consents provided to the Bank are revoked;

2) anyone disputes the validity thereof;

3) any of the Consents provided to the Bank are invalidated;

4) the Personal Data Subjects request to destroy, block, depersonalize the Personal Data provided to the Bank by Personal data Subjects;

5) the Bank is held liable for the violation of Personal Data law of the Republic of Kazakhstan as a result of breach by the Borrower of obligations under the Agreement related to the provision and (or) procuring the provision of Consents and (or) Personal Data of Personal Data Subjects;

3.15. reimburse the Bank for any costs and losses incurred by it, if the Bank is held liable for violation of Personal Data law of the Republic of Kazakhstan due to the Borrower’s breach of obligations

under the Agreement related to the provision and (or) procuring the provision of Consents and (or) Personal Data of Personal Data Subjects;

3.16. within the time limits established by the Bank, submit the necessary information and documents required in pursuance of the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of criminal proceeds and terrorist financing, and (or) intergovernmental agreements, and (or) internal documents, and procedures of the Bank.

3.17. independently obtain information on the status of the Loan Debt on the first day of each calendar month in the personal account on the financial portal homebank.kz or by applying to the Bank for a statement;

3.18. within 3 (three) business days from the date of Loan receipt, as well as from the date of the Loan partial prepayment and (or) change in the Loan Interest Rate, in accordance with the legislation of the Republic of Kazakhstan and the Agreement, sign the Repayment Schedule presented by the Bank in the personal account on the financial portal homebank.kz using an electronic digital signature, in accordance with which repay the Loan and pay the Loan Interest.

4. The Bank must:

4.1. accept the Loan within fourteen calendar days from the date of execution of the Agreement from the Borrower with withholding the Interest accrued from the date of the Loan granting, without withholding a forfeit or other types of penalties for the return of the Loan;

4.2. at the request of the Borrower, free of charge, but no more than once a month, provide, within a period of no more than three business days, information in writing on the distribution (for the Principal Debt, Interest, fees, penalties and other payable amounts) of amounts received for the Debt repayment under the Agreement.

The Bank provides information on the date the Borrower submits the application;

4.3. upon the application provided by the Borrower for a partial or full prepayment of the Loan to the Bank, free of charge, within a period of no more 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 Bank provides information on the date the Borrower submits the application.

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

4.4. notify the Borrower by means provided for in Article 5 of the Accession Agreement of changes in the terms of the Agreement towards improvement at least fourteen calendar days before the date of their intended entry into force.

4.5 if there is a delay in the performance of an obligation under the Agreement, but no later than thirty calendar days of its occurrence, notify the Borrower in the manner and within the time limits provided for in Article 5 of the Accession 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 perform its obligations under the Agreement;

4.6. consider and prepare a written response to the written request of the Borrower within the time limits established by Article 8 of the Law on Applications;

4.7. within fifteen calendar days of receipt of a written application from the Borrower provided for in Article 36 of the Banking Law, consider the changes proposed to the terms of the Agreement and inform the Borrower in writing about:

– agreement with the proposed changes to the terms of the Bank Loan Agreement;

– proposals to amend the terms of the Bank Loan Agreement;

– refusal to change the terms of the Bank Loan Agreement with the reasonable justification of such refusal;

4.8. in entering into the agreement on the assignment of rights (claims) to third parties provided for by law, advise the Borrower:

1) prior to the execution of an agreement on the claim assignment, on the possible transfer of rights (claims) to a third party, as well as on the processing of the Personal data of the Borrower due to such assignment in the manner provided for in Article 5 of the Accession Agreement or not contradicting the legislation of the Republic of Kazakhstan;

2) on the transfer of the right (claim) to a third party in the manner provided for in Article 5 of the Accession Agreement or not contradicting the legislation of the Republic of Kazakhstan, within thirty calendar days from the date of the agreement on the claim assignment, indicating the purpose of further payments to repay the Loan to a third party (name and location of the person to whom the right (claim) has been transferred under the Agreement, the full scope 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 payable amounts;

5. The Bank may not:

5.1. unilaterally change upwards the size and procedure for calculating 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 executed Agreement;

5.3 impose on the Borrower the obligation to insure his life and health;

5.4. unilaterally suspend the issuance of new loans under the executed Agreement, except the following cases:

– as provided for by the Agreement, under which the Bank has the right not to provide new loans;

– violation by the Borrower of its obligations to the Bank under the Agreement;

– deterioration of the financial condition of the Borrower, identified upon monitoring carried out by the Bank in accordance with the Bank's internal credit policy consistent with international financial reporting standards;

– changes in the requirements of the legislation of the Republic of Kazakhstan affecting the proper execution of the Agreement by the Bank;

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

– change towards reduction or complete cancellation of fees and other payments for the provision of services related to the Loan service;

– change towards reduction or complete cancellation of forfeit (fine, penalty);

– change towards reduction of the Interest Rate under the Agreement;

– deferral and (or) payment by installments under the Agreement;

— change in the method of the Debt repayment to a repayment method providing for the Debt payment in equal monthly installments;

– change towards increase of the term for granting the Loan in case of providing installment payments under the Agreement.

5.6. at any time return the Loan in whole or in part with the Interest accrued by the Bank from the date of the Loan granting, without paying a forfeit and other types of penalties.

The provision of this sub-clause refers to cases of the Principal debt prepayment upon expiration of fourteen calendar days from the date of execution of the Agreement and applies if the Bank agrees to the Loan prepayment or if it is stipulated by the of Accession Agreement;

5.7. collect a forfeit and (or) other types of penalties in the event that the date of repayment of the Principal debt or Interest falls on a weekend or holiday, and Interest payment or the Principal debt is made on the next business day.

Article 4. Confidentiality

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

2. Provisions on confidentiality (banking and other secrets, Personal data) do not apply to the following cases:

1) assignment of rights and transfer of debt by the Bank under the Agreement;

2) when the Bank provides information, including but not limited to, about the Borrower, the conclusion of the Agreement, the terms of the Agreement and its execution to third parties in order to protect its rights and interests, including collection agencies under agreements concluded with them on the collection of the Borrower's Debt under the Agreement and the Bank’s subsidiaries as well;

3) non-acceptance collection by the Bank of all amounts of the Debt under the Agreement from all accounts of the Borrower and provision of the necessary information in this regard to other authorized third parties;

4) when the Bank provides information to third parties as directly provided for by the legislation of the Republic of Kazakhstan;

5) otherwise, as provided for by the legislation of the Republic of Kazakhstan and the Agreement.

Article 5. Notices

1. Notices from the Bank to the Borrower are considered duly executed and received by the Borrower if they are sent by the Bank to the Borrower in one of the following ways, including using the Operational Communication Means:

– by courier or postal service;

– by email;

– by fax;

– via mobile and other telephone communications, through the Telebanking, SMS banking systems;

– by posting relevant information in the branches of the Bank and (or) on the Bank's website at the electronic address: www.halykbank.kz, on the Bank's official page in social networks, on the homebank financial portal, in the Internet banking system, at ATMs, terminals, subject to the conditions of Article 4 of the Accession Agreement;

– by posting a message on the Borrower's page in social networks in the manner and on the terms determined by the Bank, if the Borrower is identified upon the information received from the Borrower at the conclusion of the Agreement and during its validity period, subject to the conditions of Article 4 of the Accession Agreement;

– on the POS terminal's sales receipt.

2. The Parties hereby agree and confirm that any notices from the Borrower to the Bank are considered duly executed and received by the Bank when such notices are sent by the Borrower to the Bank in one of the following ways:

– by handing over to an authorized employee of the Bank against receipt;

– by courier or postal service.

3. The date of receipt of the notice by the addressee is:

– for notices delivered in person or through courier service - the day of receipt with the appropriate mark by the duly authorized 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 upon sending);

– for notices sent by fax - the day of sending, provided that there is an extract from the fax machine about the successful transmission to the fax number;

– for notices sent by e-mail, using mobile communication and (or) the SMS banking system, - the day of sending (if there is a message about sending);

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

– for notices posted in branches and/or on the Bank's website, on the Bank's official page in social networks, on the homebank financial portal in the Internet banking system, at ATMs, terminals - the day the notice is posted;

– for notices sent to the Borrower's page on social networks - the day the notice was sent (if there is a message about sending);

– for notices posted on a POS terminal's sales receipt, - the day the receipt is printed.

4. The Borrower assumes the risks associated with the use of the Operational Communication Means for the purpose of sending and (or) receiving notices (including, but not limited to: the risk of fraud, unauthorized access to the sent information, as well as the risk of receipt failure, late receipt by the Borrower of notices, risk of loss of information prior to its receipt by the Borrower or the Bank caused by malfunctions in the Operational Communication Means and (or) in the operation of equipment used to transmit or receive notices).

5. The Bank shall not be liable for any losses incurred by the Borrower in the cases provided for in paragraph 4 of this Article of the Accession Agreement, unless it is proven that such losses result from negligence or willful failure by the Bank to perform its obligations.

Article 6. Disagreements and disputes

1. Disagreements and disputes between the Parties arising from or in connection with the Agreement shall be tentatively resolved by the Parties through negotiations.
2. If, as a result of negotiations, disagreements and disputes of the Parties remain unresolved, they are resolved in court at the location of the Bank or its branch, at the discretion of the Bank (contractual jurisdiction), with the application of the law of the Republic of Kazakhstan, in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan.

Article 7. Final terms of the Agreement

1. The Accession Agreement is subject to placement on the official website of the Bank in the Internet: www.halykbank.kz and comes into force from the date of placement.
2. The Accession Agreement can be amended by the Bank unilaterally, at its discretion, in the part that does not contradict the legislation of the Republic of Kazakhstan and (or) due to changes in legislation and take effect from the date of posting on the official website of the Bank on the Internet: www.halykbank.kz and apply to the Bank Loan Agreements executed on or after this date.
3. The Bank Loan Agreement shall be amended by the parties by signing an additional agreement.

Article 8. Terms and abbreviations

1. The terms and abbreviations used in the Accession Agreement, the Bank Loan Agreement, as well as other underlying documents of the Accession Agreement have the following meanings, unless otherwise provided by the context of such documents:

Bank	Joint Stock Company "Halyk Savings Bank of Kazakhstan"
Interest	fee for the Loan issuance
Repayment schedule	loan repayment schedule, in which all forthcoming loan payments are tabulated
Agreement	Accession Agreement, Bank Loan Agreement together
Accession Agreement	This Accession Agreement to the Bank Loan Agreement on Unsecured Loans under the Lending Program "Goods on Credit / by Installments”
Bank Loan Agreement	Bank Loan Agreement on Unsecured Loans under the Lending Program "Goods on Credit / by Installments”
Debt	all / any outstanding monetary obligations of the Borrower (current and (or) overdue) for the return of the Loan, payment of Interest, fees, penalties, reimbursement of expenses (losses) incurred by the Bank)
Loan	target bank loan provided by the Bank to the Borrower in national currency online for the purpose of purchasing goods and services on the Partner's website / homebank.kz on the terms of intended use, maturity, repayment and interest payment by a one-time transfer of the Loan amount to the Partner's account
Borrower	Applicant who has received the Loan and undertakes obligations to return the Loan, pay the Interest and other payments (if any) by virtue of the Accession Agreement
Applicant	an individual who has submitted an Application for a Loan
Monthly payment	the amount of money subject to mandatory payment by the Borrower in favor of the Bank in repayment of the Debt in accordance with the Repayment Schedule

Operation Bank day	the period of time during which payment services are received and processed, instructions, orders to suspend the execution, instructions or revocation of such instructions
Principal debt	full amount of the Loan received
Bank's Partner	a legal entity with which the Bank has entered into a cooperation agreement, under which the Bank provides the Goods on credit / by installments to the buyers of the legal entity for the purchase of its goods
Personal data	information related to a personal data subject identified or to be identified in reliance thereon, recorded on electronic, paper and (or) other material medium
Loan repayment	repayment of the Loan amount (Principal debt) and payment of the Loan Interest and other payments, if any
Entrepreneur	a legal entity / sole proprietor, including a Bank Partner, who sells goods, works, services
Consent	Consent of the Personal Data Subject to the collection and processing of personal data, Consent to provide information to credit bureaus and receive a credit report from the credit bureau
Interest rate	interest rate determined as a percentage of the Loan amount, in accordance with which the Borrower pays the Fee for using the Loan
Operational Communication Means	means of sharing information between the Bank and the Borrower: e-mail, postal services, Internet banking system, SMS banking system, telebanking, telephone, fax, ATM, POS terminal sales receipt, terminal, notice on the official website of the Bank on the Internet and on the official page of the Bank in social networks, on the financial portal homebank, information posted in the branches of the Bank, a message on the page of the Borrower in social networks, used in the manner and on terms determined by the Bank, in case of the Borrower's identification based on the information received from the Borrower upon signing of the Agreement by the Parties and during the term of the Agreement
Personal Data Subject	an individual to whom the Personal Data relates
Account/Card account	any current bank account of the Borrower or a current account opened in the card database at the Bank, electronic wallet, Bank account determined by the Bank by providing information about the account at the time the Borrower deposits money through the multi-service kiosk or by indicating in the homebank personal account when making a non-cash repayment through homebank
Remote communication channels	the financial portal homebank.kz, ATM, payment terminal, Internet resources of the Bank's Partners
homebank	the financial portal of the Bank, where the Borrower can open a personal account and perform a number of operations, monitor the Loan, the cash movement history, etc.
Parties	Bank and Borrower together

Article 9. Details and signatures of the Parties

The details and signatures of the Parties are indicated in the Bank Loan Agreement.