

Annex 12
to Minutes of the meeting of the Management Board
of JSC Halyk Bank by absent voting
Minutes No.815 dated 18 July 2019

“Annex 12
to Minutes of the meeting of the Management Board
of JSC Halyk Bank by absent voting
Minutes No.351 dated 8 July 2011

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

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 Corporate Business 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”.

Unless otherwise provided by the Agreement, if a co-borrower (the “Co-Borrower”) participates in the Agreement:

- 1) the terms of the Agreement concerning the Borrower shall apply equally to the Co-Borrower;
- 2) the Borrower and the Co-Borrower shall collectively be referred to as the “Borrower” in the text of the Agreement.

Clause 1. General Terms of the Agreement

1.1. 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.

1.2. 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.

1.3. The Individual Agreement shall determine the procedure for repayment of the Loan.

1.4. The Individual Agreement shall determine the method of repayment of the Loan.

1.5. The Individual Agreement shall determine the sequence of repayment of debt under the Agreement.

1.6. 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.

1.7. 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, frequency of repayment of the Loan and payment of interest, security under the Agreement (the “Security”).

The terms when the Borrower is obliged to provide the Security, eliminate comments with respect to the Security, the conditions for such provision/elimination of comments, shall be established by the Bank either in the Agreement or in the Bank’s written notification to the Borrower, which is subject to execution by the Borrower.

1.8. Movable property pledge agreements will be concluded between the Bank and the pledger without the need for all Parties to sign such agreements. The Borrower, being not a pledger, shall not participate in the negotiation of the terms of the pledge agreements, but is entitled to ask the Bank to provide copies of such agreements in order to review the terms and conditions thereof. Movable property pledge agreements concluded between the Bank and the pledger not signed by all the Parties shall be deemed by the Parties as duly executed, having full legal force and entailing legal consequences for the Parties in accordance with their terms.

1.9. 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.

1.10. The Individual Agreement shall determine the term of the Agreement.

1.11. **The condition for the incurrance of liability of the Parties shall be non-fulfillment or improper fulfillment of the terms of the Agreement.** 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.

1.12. 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.

1.13. If the Loan is provided in foreign currency, the fees 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.

In this case, upon receipt of a written refusal from the Borrower or the Co-Borrower/any of the Co-Borrowers, such terms shall be deemed not accepted both by the Borrower and the Co-Borrower/all Co-Borrowers.

Clause 4. Prepayment, Refusal and Suspension of Financing

1. The Borrower may prepay to the Bank the Loan (in whole or in part) under the Agreement:

- 1) upon fulfillment of the terms established in the Individual Agreement;
- 2) unless otherwise established by the Bank, with a prior written notice of the Bank, except for the terms established by Applicable Law, after which the Bank is not entitled to charge a forfeit or other types of penalties.

At the same time, the Borrower shall notify the Bank at least 20 (twenty) Business days prior to the expected date of prepayment of the Loan amount in the manner provided for in clause 7.3 of the Accession Agreement;

2. The Borrower is entitled to prepay the Bank the full amount of interest due to the Bank with notification to the Bank of such payment, but no later than 3 (three) Business days before the date of prepayment, unless otherwise specified by the Parties.

3. 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.

4. Upon receipt by the Borrower of the Bank's demand in accordance with sub-clause 3 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.

5. 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.

6. The Bank shall have the right to refuse granting the Loan to the Borrower and/or to demand its prepayment with accrued interest, or to suspend further financing upon the occurrence of any of the following grounds:

- 1) The Borrower has delayed performance of its obligations under the Agreement;
- 2) the duly executed security has not been provided for the performance of obligations to return the Loan;
- 3) a person who has provided the Security has violated its obligations under the Security Agreement;
- 4) a seizure, limitation or a third party penalty has been imposed on the property of the Borrower or the Pledger;
- 5) the security has turned out to be lost, invalid, and the Borrower has not replaced security with other security acceptable for the Bank;
- 6) The Borrower is involved in the litigation as a defendant with a claim amounting to 5% (five percent) or more of the Borrower's total debt under the Agreement and/or Supplementary Agreements;
- 7) a person who has provided the Security is involved in the litigation to challenge the pledger's ownership of the pledge;
- 8) the provision of the Instrument will entail exceeding the maximum size of the limit established by law on the amount of risk per borrower for a group of debtors related to the Borrower;
- 9) the Borrower has provided inaccurate information regarding its financial position;
- 10) deterioration of the Borrower's financial condition revealed by the results of monitoring carried out by the Bank in accordance with the requirements of the regulatory legal act of the authorized body and (or) the Bank's internal credit policy in accordance with international financial reporting standards;
- 11) a third party has filed a request for the recognition of the Borrower or the Pledger as bankrupt, or the introduction by court decision of any of the procedures used in bankruptcy or rehabilitation;
- 12) bringing a suit to recognize the Agreement and (or) the Security Agreement invalid and (or) non-executed, in whole or in part, and (or) challenging of the Agreement and (or) the Security Agreement or the threat of the occurrence of the indicated circumstances;
- 13) third parties affiliated (related) with the Borrower have violated at least one of the obligations to the Bank;

14) the provision of the Loan will result in violation by the Bank of the Applicable Law, including requirements for compliance with prudential standards, for the period of maintaining the likelihood of such violation;

14-1) in case of impossibility to take measures of due diligence provided for by the legislation of the Republic of Kazakhstan, as well as in case of suspicions that business relations are used by the Borrower for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;

14-2) in case of suspicions that debit transactions on the account are conducted for the purpose of legalizing (laundering) proceeds from crime and financing terrorism;

15) the Borrower has committed other violations of the terms of this Accession Agreement (including in case of violation of the provisions of the covenant under the Agreement) or another agreement concluded with the Bank, including in cases of violation by the Borrower of its obligations under any agreement (contract) to any third parties;

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

7. In case of violation by the Borrower of the obligations stipulated by this Accession Agreement:

1) the deadlines for the fulfillment of all obligations of the Borrower under the Agreement are deemed to have occurred and the Bank is entitled to demand the fulfillment thereof;

2) the Bank is entitled to enforce the Security, as well as any other property of the Borrower.

8. In the cases referred to in sub-clauses 6.1), 6.3), 6.7) and 6.12) hereof, the Bank may at its discretion exercise the right specified in sub-clause 7 hereof, or require the Borrower to restore the Security (if applicable) or replace the Security with another unencumbered equivalent and liquid Security, or provide any additional Security acceptable for the Bank.

Clause 5. Financial Information

The Borrower agrees to furnish to the Bank:

1) annual financial statements in the form and substance established by the legislation of the Republic of Kazakhstan, no later than 90 (ninety) calendar days from the date of the end of each financial year, unless otherwise specified by the legislation of the Republic of Kazakhstan;

2) quarterly financial statements in the form and substance established by the legislation of the Republic of Kazakhstan, including consolidated financial statements, no later than 20 (twenty) Business days from the end of each quarter, unless other frequency and dates of the financial reporting are determined by the Bank;

3) at the request of the Bank, financial statements, other reporting characterizing its financial condition (financial indicators) of the Borrower, 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 independent auditor, in the form and on the date determined by the Bank. In case of failed and/or improper performance of the Borrower's obligations under the Agreement, the Bank is entitled to independently appoint an audit, and the audit costs will be borne by the Borrower;

4) with a frequency determined by the Bank, and at any other time at the request of the Bank - a document confirming the presence/absence with the Borrower of debt to the budget.

In the event of changes, risks and/or deterioration of the financial position occurring during the reporting period, simultaneously with the reporting documentation, the Borrower shall provide the Bank with an explanatory note detailing the essence of deviations in the financial position from the initial indicators (existing at the time of the conclusion of the Agreement).

The Borrower represents and warrants that the financial statements, or other reporting characterizing its financial condition (financial indicators), provided to the Bank, comply with the requirements of the legislation of the Republic of Kazakhstan and will be reliable.

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, make such payment 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 Accession 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 Bank may:

1) in case the Borrower violates obligations under the Agreement, send the demand thereto in the manner provided by the Agreement, or by performing other actions, including:

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

require the Borrower to prepay the Loan and repay other indebtedness, as well as the indebtedness of the Borrower under other agreement concluded with the Bank, within 2 (two) Business days from the day the Bank sends a demand to the Borrower, unless otherwise stated in such a demand and (or);

enforce the provided Security and (or);

take other measures stipulated by the legislation of the Republic of Kazakhstan and (or) the Agreement and (or) the Supplementary Agreement;

2) verify the intended use of the Loan;

If the Pledger prevents the Bank from exercising its right to verify the availability and preservation of the pledge under the relevant pledge agreement (Security Agreement), fails to provide the Bank with relevant documents and information related to the pledge, require the Borrower to fulfill the obligations under the Agreement ahead of schedule, and if this claim is not satisfied, enforce the pledge;

3) demand prepayment of the Loan and payment of interest in case of violation by the Borrower of the deadline for repayment of the next part of the Loan and (or) payment of interest for more than 40 (forty) calendar days;

4) 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;

5) 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;

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

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;

9-1) to terminate business relations with the Borrower by unilateral refusal to execute the Agreement in the following cases:

occurrence of suspicions in the course of reviewing transactions that business relations are used by the Borrower for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;

repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the bank accounts of the Borrower;

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

if the Bank has grounds to believe that the transactions of the Borrower/ counterparty of the Borrower are subject to international economic sanctions or are aimed at evading international economic sanctions;

if determined by the bank account agreement;

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

3. The Bank shall:

1) not increase unilaterally the interest rate set at the date of conclusion of the Agreement, unless: the Borrower breaches obligations to provide reliable information related to the receipt and servicing of the Loan, as stipulated by the Agreement;

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

change of the composition of participants (shareholders) of the Borrower (being a legal entity), which hold in the aggregate 10 (ten) and more percent of shares (stakes), without prior written notice to the Bank;

the Borrower and (or) the pledger infringes the right of the Bank being a pledgee to check, both according to the documents and in fact, the availability, size, condition and storage conditions of the Security, as well as claims of the third parties to the property of the Borrower and (or) the pledger, including the property pledged as Security.

In these cases, the interest rate increases from the date of occurrence of the event referred to in this clause. The Bank shall notify the Borrower of the effective date of the increased rate within 3 (three) Business days therefrom. The disagreements on the issues referred to in this clause (including filing by the Borrower of objections to the Bank or appeals to the court with the corresponding claim) do not affect the proper fulfillment by the Borrower of its obligations under the Agreement on the interest payment in favor of the Bank at the rate increased by the Bank and effective from the date the Bank introduces such change.

2) not restrict the Borrower and the pledger in selecting an insurance company and (or) appraiser if the terms of the Agreement and (or) Security Agreement require the conclusion of insurance contracts and (or) property evaluation contracts in order to determine the market value of the property held as Security, as well as impose the life and health insurance liability on the Borrower (being an individual);

3) not charge a forfeit or other penalties for prepayment of the Loan, except when principal debt is partially or fully prepaid before expiration of 6 (six) months of the date of receipt of the Instrument issued for a term up to 1 (one) year, before expiration of 1 (one) year of the date of receipt of the Instrument issued for a term exceeding 1 (one) year, in the manner and on the terms provided in Clause 4 hereof;

4) not charge a forfeit or other penalties if the date of principal or interest repayment falls on a weekend or holiday. The interest or principal payment shall be made on the next Business day;

5) 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, fines, forfeits and other types of penalties, as well as other amounts payable) under the Agreement within a period not exceeding 3 (three) Business days, at no charge;

6) upon application of the Borrower for partial or full prepayment to the Bank of the money

provided under the Agreement, at no charge, within a period of no more than three Business days, inform the Borrower of the amount due, broken down by the principal debt, interest, fees, forfeits and **other** types of penalties, as well as other amounts payable.

The provisions of sub-clause 3) of this clause and the first paragraph of this sub-clause shall cover the cases of the principal debt prepayment after 14 (fourteen) calendar days from the date of conclusion of the Individual Agreement and apply if the Bank agrees to the loan prepayment;

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

8) if there is a delay in performance of the obligation, but no later than twenty calendar days from the date of its occurrence, notify the Borrower in the manner and within the time frames provided for in the Agreement;

of the occurrence of a delay in performance of the obligation under the Agreement and the need to make payments under the Agreement with indication of the amount of overdue debt as of the date specified in the notification;

of the consequences of the Borrower's failure to perform its obligations under the Agreement.

The notification shall be deemed delivered if it sent to the Borrower by one of the the following methods provided for in the Agreement:

to the email address specified in the Agreement;

to the place of residence specified in the Agreement, by registered mail with notification of its receipt by the addressee, including receipt by one of the adult family members of the Borrower, residing at the specified address;

using other means of communication, ensuring the registration of receipt of the notification by the Borrower.

If the notification is returned with a note that it cannot be delivered to the addressee, the recipient, or in connection with the refusal to accept it, as well as the failure to confirm its acceptance when using other means of communication, specified in this paragraph, the notification shall be deemed to have been duly sent;

9) 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;

10) unilaterally:

not introduce new fees and other payments under the Agreement;

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;

11) 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.

Clause 7. Dispute Settlement Procedure. Notices

1. Disputes and disagreements under the Agreement shall be resolved 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 (except for the cases specified in paragraph 8) of sub-clause 3 of clause 6 of the Agreement).

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 (except for the cases specified in paragraph 8) of sub-clause 3 of clause 6 of the Agreement).

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 5 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.

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, all annexes thereto and Security Agreements 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) *Covenant* - the Borrower's obligation under the Agreement to perform certain actions or refuse to perform certain actions;

2) *Credit turnovers* – total amounts credited to Borrower's current accounts with the Bank for certain period (day, month, quarter, six month, year) and indicated in current account statements;

3) *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;

4) *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);

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

6) *Personal Data Subjects* – Individuals to whom Personal Data are attributable;

7) *Pledge* – movable and immovable property pledged to the Bank by the Pledger as security for fulfillment by the Borrower of obligations to repay the loan amount to the Bank, pay interest, forfeit on loan, reimburse the Bank's expenses under the Agreement, and also to fulfill other obligations of the Borrower to the Bank specified in the Agreement and Security Agreements.

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 9. 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.”