Amended and revised by Minutes to the Management Board Meeting by Absent Voting No.1647 dated 31 December 2019, 1121 dated 21 October 2020, No.511 dated 27 May 2021

Annex 8
to Minutes of the meeting of the Management Board
of JSC Halyk Bank by absent voting
Minutes No.815 dated 18 July 2020

"Annex 8
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 Facility 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 facility 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 facility 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, in case there is a co-borrower (the "Co-Borrower") as a party to the Agreement:

1) the terms of the Agreement relating to the Borrower shall apply to the Co-Borrower in the similar manner;

2) the Borrower and the Co-Borrower shall hereinafter collectively be referred to as the "Borrower".

Clause 1. General Terms of the Agreement

1.1. The Bank shall open for the Borrower a Credit Line, under which the Bank will provide the Borrower with the Instruments. The type of Credit Line (revolving/non-revolving), types of Instruments shall be determined in the Individual Agreement.

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.

To account for the Limit under the Credit Line, the amount of the Instruments provided shall be fixed in the currency of the Limit at the rate set by the Bank on the date of the Transaction, while the amount of Available Funds shall be calculated at the current rate on the date of the Transaction, and adjusted by the Bank whenever the exchange rate changes within the Limit.

The term of the Credit Line shall be determined in the Individual Agreement. The term for using the Instrument commences on the date the Instrument amount is transferred to the Borrower's bank account, and ends upon receipt by the Bank in its favor of the entire amount of Indebtedness under the Instrument to its account, and those dates shall be determined in a separate Supplementary Agreement.

The period of validity of a bank guarantee issued by the Bank in favor of the beneficiary shall commence on the date the bank guarantee is signed by authorized persons of the Bank, and end on the calendar date/date of full performance by the Borrower of obligations to the beneficiary under the contract/bidding/tender as specified in the Borrower's tender offer accepted by the Bank/Supplementary Agreement and in the bank guarantee. If validity of the bank guarantee ends on the date of full performance by the Borrower of its obligations to the beneficiary under the contract/bidding/tender, the Bank's obligations under the bank guarantee and the Borrower's obligations under its tender offer/

Supplementary Agreement will be deemed fulfilled upon receipt by the Bank (i) of the original bank guarantee and/or (ii) beneficiary's written confirmation about release of the Bank from obligations under the bank guarantee, with a document with samples of signatures and seals of the beneficiary (if any) (if required).

1.2. The Individual Agreement shall determine the type of interest rate on the Instruments (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 of repayment.

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

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

1.6. In case of breach of obligations to return the Instruments 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 issuing and servicing of the Instruments, as well as of the bank loan (the "Loan").

The Individual Agreement shall determine the procedure and frequency of repayment of debt under Instruments and the interest, as well as the Security under the Agreement.

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. 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 Instrument is provided in foreign currency, the fees and penalties under the Agreement and (or) Supplementary 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 Credit Line will be opened to the Borrower pursuant to the Agreement, however:

1) the Instruments in the form of bank loans and bank guarantees are provided in accordance with the Agreement on the basis of:

signed Supplementary Agreement in accordance with the duly executed written application received by the Bank from the Borrower (the "Application for Instrument");

or the duly executed and signed written loan application of the Borrower under the Agreement (the "Application") received by the Bank. The acceptance of the Application will be the Bank's action to issue another loan on terms specified in the Application;

or duly executed and signed tender offer of the Borrower to conclude bank guarantee agreement (the "Tender Offer of the Borrower") received by the Bank, Bank's acceptance of the Tender Offer of

the Borrower to conclude bank guarantee agreement (the “Bank’s acceptance”) in the form set forth in Annex to the Individual Agreement.

For bank tender guarantees, the Bank’s acceptance will be the Bank’s actions to issue bank tender guarantees on terms specified in the Tender Offer of the Borrower. At the same time, the bank tender guarantee agreement will be deemed to be concluded if within 10 (ten) calendar days the Bank makes actions to issue bank tender guarantee in accordance with the terms of the Tender Offer of the Borrower.

At the same time, the Bank has the right to refuse to provide the Bank’s acceptance/take actions to issue bank tender guarantee at its own discretion.

Supplementary Agreements, within the framework and under the terms of the Agreement, are concluded with only that Borrower or Co-Borrower, who has applied to the Bank with an Application for Instrument specified in paragraph 1 of this clause of the Accession Agreement.

2) the other Instruments are provided in accordance with the Agreement on the basis of the Application for Instrument and the relevant Supplementary Agreement, unless otherwise provided in the Agreement.

The Tender Offer of the Borrower/Application for Instrument shall be sent by the Borrower no later than 1 (one) or 2 (two) Business days before the date of issue (provision) of the Instrument / before the date of acceptance of the Bank of, or the date the Bank acts to issue, a bank tender guarantee, if the Disbursement exceeds the amount of 10,000,000 (ten million) US dollars (or the equivalent of the specified amount in any currency), which in the case of receipt by the Bank are irrevocable, unless otherwise provided by agreement of the Parties, including the Agreement.

2. The period for accrual of interest for using the Instrument shall start from the date following the date of Instrument provision, in relation to the actually provided amount of the Instrument, i.e. the amount used by the Borrower at the current time, while in the annuity repayment schedule the year is assumed to be 360 days, and the month - equal to 30 days. As for the Repayment Schedule stipulating the repayment of the principal debt in equal installments and actually accrued interest, 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.

The exposure fee is charged on the actual outstanding amount of the bank guarantee and for the actual number of days of using the bank guarantee, while the year is assumed to be 360 days, and the month is taken as the actual number of days of using the bank guarantee.

3. When the Borrower disburses the Credit Line in a currency other than the Limit currency, in the event of a significant (more than 25%) change in the rate set by the Bank on the date of the Transaction in relation to the rate set thereby as of the date of the Agreement, the Bank may suspend in the event of such a change the financing of the Borrower before the authorized body of the Bank gives a positive opinion on analysis of the stability of the Borrower's cash flows to fulfill the obligations of the Borrower under the Agreement.

4. The Borrower may not transfer its rights and obligations under the Agreement (any Supplementary Agreement) to third parties without the prior written consent of the Bank.

5. Changes of terms provided in the Application are carried out by receiving by the Bank of additional Application, except as provided by the Application and the Agreement. Changes of Application terms are subject to the payment by the Borrower of the appropriate commissions and fees in accordance with the Bank's tariffs, and, where necessary, the fulfillment of other terms as decided by the authorized body of the Bank and receipt of all necessary documents.

6. Upon receipt by the Bank of the Beneficiary's Claim (the “Claim”), the Bank shall notify the Borrower of the Claim receipt. The Borrower, within 2 (two) Business days from the date the Bank sends a notice to the Borrower, but no later than the date of payment of the Claim, must satisfy the Claim by providing the full amount of the Claim, taking into account the Bank fees, interest and expenses stipulated by the Agreement, Tender Offer of the Borrower with the Bank’s acceptance / Supplementary Agreement / Bank tariffs in its bank account specified in the Individual Agreement for withdrawal by the Bank and payment in favor of the beneficiary and repayment of the Borrower's Indebtedness on fees, interest and expenses of the Bank.

7. If the Bank has provided tender guarantee and the Borrower has not satisfied or partially satisfied the Claim, the Bank transfers the amount of money in accordance with the Claim to the beneficiary at its own expense. The Borrower is obliged within 3 (three) Business Days to reimburse the Bank for the entire amount paid by the Bank upon Claim, as well as all expenses incurred by the Bank, fees and interest stipulated by the Agreement/Tender Offer of the Borrower with the Bank’s

acceptance/Supplementary Agreement/Bank tariffs, or within the same period to conclude bank loan agreement with the Bank on the terms of the Bank, in accordance with Article 725 of the Civil Code of the Republic of Kazakhstan.

In this case, the interest for the use of loan under bank loan agreement, accrued from the time the Bank fulfills the Claim until the time of execution of/signing the bank loan agreement is paid by the Borrower on the day of conclusion/signing of the bank loan agreement by direct debiting of the relevant amount from the Borrower's bank accounts by the Bank. If the Borrower refuses to conclude bank loan agreement in accordance with this clause of the Accession Agreement, the Bank may use the right to claim the Borrower to pay the amount of the Bank's obligations under the bank guarantee fulfilled to the beneficiary, as well as all expenses incurred by the Bank, fees and interest stipulated by the Agreement /Tender Offer of the Borrower with the Bank's acceptance/Supplementary Agreement/Bank tariffs, in accordance with the terms of the Agreement, including sub-clauses 2.10) and 2.11) of clause 6 of the Accession Agreement.

Whenever the Bank has provided bank guarantee, with the exception of the tender guarantee, and the Borrower fails to provide the amount of Claim in full in its bank account in the manner provided in clause 7 hereof, the obligation of the Borrower to the Bank shall be deemed and is taken into account as obligation for repayment of short-term loan in the amount of the Claim on terms stipulated by the Agreement, Tender Offer of the Borrower with the Bank's acceptance/Supplementary Agreement.

8. The obligations of the Bank to the beneficiary are limited to the payment of the amount of the bank guarantee and regardless of whether such payment is made in several payments or a lump sum, in part or in full.

9. In case of issuing post-tender bank guarantees in the framework of public procurement, and if the amount of bank guarantees includes the amount of contract performance security, amount of advance payment and amount of security for taking anti-dumping measures, the Bank shall pay the entire amount of the Claim, regardless of the occurrence of the event that has led to the Claim.

10. Changes of the terms of the bank guarantee agreement concluded by the Bank through receiving a tender offer of the Borrower and providing by the Bank of the Bank's acceptance (including, in terms of the amount of the bank guarantee, the duration of the bank guarantee, etc.) are carried out by the way of receipt by the Bank of an additional tender offer of the Borrower and written acceptance of the Bank or the Bank's acceptance in the form of the Bank's actions to issue an additional sheet to the bank tender guarantee, except for the cases provided in the tender offer of the Borrower, the Bank's acceptance and the Agreement, as well as the Bank's issue, where necessary, of additional sheets to the bank guarantee. Changes to the terms of the bank guarantee are carried out only if the Borrower pays the appropriate commissions and fees in accordance with the Bank's tariffs, as well as, if necessary, by decision of the authorized body of the Bank and receiving all the necessary documents.

In case of concluding of a bank guarantee agreement by concluding an appropriate Supplementary Agreement, the change of the terms of the Supplementary Agreement is carried out by concluding by the Parties of an addendum to the Supplementary Agreement.

11. Bank guarantees provided under the Agreement are unconditional, which means that they are subject to execution by the Bank at the first request of the beneficiary. The Borrower shall address all objections that may arise from the Borrower in the course of the Bank's fulfillment of the beneficiary's requirements related to the bank guarantee provided by the Bank directly to the beneficiary.

12. When the Bank assigns the rights (claims) under the Agreement and Supplementary Agreements 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 and Supplementary Agreements shall apply to the legal relationship of the Borrower and a third party who the right (claim) has been assigned to

13. 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 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 Individual Agreement and subject to unconditional execution by the Borrower.

Clause 3. Change of Some Financing Terms

The Bank may amend the terms of the Agreement unilaterally in cases of improvement thereof for the Borrower, as provided in 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 by using one of the methods specified in clause 7.2 of the Agreement at least 14 (fourteen) calendar days before their intended entry into force.

If, within the period stated, the Bank does not receive from the Borrower a written refusal to apply the improving terms of the Agreement as 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 amount of the Instrument (in whole or in part) under the Supplementary 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 Instrument 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 under any Supplementary Agreement 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. No changes to the Payment Schedule are required for the Payment Schedule with repayment of the principal debt in equal installments in case of partial prepayment of the Indebtedness on repayment of the principal debt, when only the first forthcoming payment changes, provided that the Borrower gives a written application for partial prepayment with reduction of the first upcoming payment according to the Payment Schedule or in any other way as agreed with the Bank;

4. At any time, the Bank is entitled to demand prepayment of all debts of the Borrower for all Instruments provided under the Agreement. To this end, the Bank shall forward the request to the Borrower no earlier than 10 (ten) months before the date of such repayment specified in this request. The Borrower repays its debts on the Instruments provided under the Agreement either in a single payment or in installments until the prepayment date specified in the Bank's request. Forfeit for such early return of amount of the Instrument is not charged.

5. Upon receipt by the Borrower of the Bank’s demand in accordance with sub-clause 4 of this clause of the Agreement, the Borrower shall pay the Bank interest at the interest rate specified in the Agreement and reduced by 1% (one percent) per annum. The Borrower pays such interest from the date of the Bank’s request until the repayment of all debts under the Agreement specified in the request.

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 and (or) under the Supplementary Agreement;

2) the duly executed security has not been provided for the performance of obligations to return the Instrument Amount;

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;

15) the Borrower has committed other violations of the terms of this 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 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 Applicable Law;

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 Applicable Law, 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 occuring 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 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. 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 and Supplementary 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 and Supplementary 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 debt under the Instruments in accordance with the terms stated in the Individual Agreement and 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 Instrument granted for a period of up to 1 (one) year, or upon expiration of 1 (one) year from the date of receipt of the Instrument 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 Supplementary 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 and (or) Supplementary 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 and (or) Supplementary Agreements, or by performing other actions, including:

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

require the Borrower to return all Instruments and Indebtedness, as well as the amount of performance of any other obligations to the Bank within 2 (two) Business days by making a lump sum payment of the total amount and (or);

enforce the provided Security (any of them) or use other rights applicable to the Security in the manner determined by the Applicable Law 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 there is an overdue debt simultaneously under several bank loan agreements and/or the facility agreements, independently determine the priority of debt repayment within the framework of these overdue agreements;

5) suspend the calculation of interest, increased interest and other penalties in accordance with the Bank's internal documents in case of violation by the Borrower of the obligation to pay interest in accordance with the terms of the Agreement and (or) the Supplementary Agreement;

6) require the Borrower to provide information and documents relating to the fulfillment of the terms of the contract/tender/bids in support whereof a bank guarantee was issued;

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

8) upon withdrawal of money in tenge from the bank accounts of the Borrower to repay the debt in foreign currency, and if 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 exchange rate established by the Bank, with the collection of fees for such a conversion from the Borrower, in accordance with the Bank tariffs applicable at the time of the relevant transaction;

9) block the Borrower's bank account, to which the amount of the short-term bank loan to cover the bank guarantee has been credited (suspend debit operations on such account), until such amount is transferred to the beneficiary's account;

10) have the reverse claim to the Borrower in the amount of the obligation fulfilled by the Bank under a bank guarantee in favor of the beneficiary in accordance with the legislation of the Republic of Kazakhstan, by the Tender Offer of the Borrower with the acceptance of the Bank/Supplementary Agreement, bank guarantee and Agreement, as well as all expenses incurred by the Bank, fees and interests stipulated by the Agreement/Tender Offer of the Borrower with the acceptance of the Bank/Supplementary Agreement/Bank tariffs;

11) require payment by the Borrower of all arrears under bank guarantees, including commissions, expenses, costs incurred in connection with the fulfillment by the Bank of obligations under bank guarantees issued under the Agreement, losses, forfeits; withdraw the indicated amounts from any bank accounts of the Borrower without acceptance by direct debit;

12) if the Borrower refuses from the service of issuing a bank guarantee before signing of the bank guarantee by authorized representatives of the Bank, upon early cancellation of the bank guarantee, etc., not refund the previously paid commission fees in accordance with the Agreement/Tender Offer of the Borrower with acceptance of the Bank/Supplementary Agreement/Bank Guarantee;

13) if the Instrument is provided in the form of a bank loan, on the day the Instrument is issued, make a direct debit of the amount of the front fee from the loan amount credited to the appropriate bank account of the Borrower.

14) in case of the loan early repayment, demand the first and priority repayment of accrued and unpaid interest, including the interest which has been accrued and deferred to the date of such repayment;

15) the Bank has other rights provided by the Agreement, Supplementary Agreements, Security Agreements and Applicable Law.

3. The Bank shall:

1) not increase unilaterally the interest rate set at the date of conclusion of the Agreement and (or) the relevant Supplementary Agreement, unless:

the Borrower breaches obligations to provide reliable information related to the receipt and servicing of the Loan, as stipulated by the Agreement and Supplementary Agreements;

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 Indebtedness under Instruments, 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, penalties, fines and other amounts payable) under Agreement and Supplementary 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 and the Supplementary 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 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 Supplementary Agreement and apply if the Bank agrees to the loan prepayment;

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

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

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 change upwards the size and procedure for calculating fees and other payments for servicing the loan established on the date of the conclusion of the Agreement;

not introduce new fees and other payments under the Agreement;

11) not unilaterally suspend the issuance of new Instruments under the Agreement, except in cases of:

as provided in clause 4.6 of the Accession Agreement;

breach by the Borrower of its obligations under the Agreement;

deterioration of the financial condition of the Borrower identified by the results of monitoring

conducted 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;

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

a significant (more than 25%) change in the rate set by the Bank on the date of the Transaction, in relation to the rate set by the Bank on the date of the Agreement, when the Borrower utilizes the Credit Line in a currency other than the currency of the Limit;

12) when concluding an agreement containing the conditions for the transfer of the Bank's right (claim) under the Agreement and Supplementary 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 and Supplementary 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 Instrument was provided, at the discretion of the Bank (contractual jurisdiction), except in cases of exceptional jurisdiction;

2. Notices from the Bank to the Borrower are considered duly executed when such notices are sent by the Bank in one of the following ways: by courier or postal service; by email; by fax; by mobile and other telephone communication; by posting relevant information in branches/divisions/on the website of the Bank at: www.halykbank.kz.

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

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

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

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

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

malfunctions in the operational communications and (or) malfunctions in the operation of the equipment used to transmit or receive notifications.

7. The Bank shall not be liable for any losses of the Borrower in the cases specified in sub-clause 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 Instrument and in the absence of any other outstanding obligations of the Borrower to the Bank provided for by the Accession 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, Supplementary Agreements and Security Agreements constitute a single legal instrument and each of them is mutually an integral part of each other.

5. 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 Individual 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.

6. 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.

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

Supplementary Agreements -	contracts (transactions) executed between the Parties; accessory agreement; The Borrower's Application, Tender Offer with Bank's acceptance in the form of the Bank's action on issuing bank guarantee by the Bank under and pursuant to the Agreement, specifying (establishing) conditions for receiving individual Instruments, as well as agreements executed between the Parties (or between the Bank and third parties) that are associated with the Agreement and have reference in any form to the Agreement, including Security Agreements.
Instruments or Financial Instruments -	bank loan, bank guarantee, letter of credit, contingent liabilities, bank suretyship, bill of exchange guarantee, bill discounting, leasing, factoring, forfeiting, other types of financial instruments or forms of credit.
Limit -	threshold amounts of Financial instruments.
Available funds -	amount of unused Limit or its part within the Availability Period under the Agreement.
Indebtedness -	amount of Instrument received by the Borrower under the completed transactions (including the amount of guarantees, letters of credit issued by the Bank in favor of third parties, unpaid (not returned) by the Borrower, as well as other amounts (interest, increased interest, penalty, fee, etc.), regardless of

	whether the Bank has paid the amount on demand of beneficiary) payable by the Borrower to the Bank under conditions of the Agreement and Supplementary Agreements. In the text the term "Indebtedness" can definitely mean the amount payable under individual Supplementary Agreement.
Credit Line -	recurrent funding by the Bank of the Borrower under the Agreement in the form of bank loans, letters of credit, bank guarantees, bill of exchange guarantees, bill discounting and other forms of lending or other granting of any funds both in favor of the Borrower and in favor of third parties, according to Supplementary Agreements.
Revolving -	Indebtedness limit, within which the Instrument issuance and repayment is made as established by the Agreement. At the same time, the repayable part of the Instrument increases the clear balance of the Indebtedness limit.
Non-revolving -	provision of Instruments within the established limit, where repaid part of Instruments does not increase the free credit Limit.
Security -	pledge, guarantee, suretyship, retention of property, deposit and other ways to enforce the Obligations as required by the Applicable Law, Agreement, Supplementary Agreements or other agreements (transactions), including, but not limited to, transactions entered into by the Bank and any third party.
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.
Liabilities -	obligations (liabilities) of the Borrower under Agreement, Supplementary Agreements, including to repay the Indebtedness, and other obligations of the Borrower to the Bank, which already exist at the date of signing the Agreement, as well as the Borrower's obligations that will arise under Supplementary Agreements as part of execution of the Agreement.
Transaction -	Instrument issuance, scheduled/early partial repayment of Instrument, full repayment of Instrument within the Limit established under the Agreement.
Availability Period -	the period during which the Borrower may require the Bank to utilize the Credit Line (to demand any Instrument) starting from the date following the date of signing the Agreement and ending on the date of expiry of the Availability period established by the Agreement.
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).
Applicable Law -	Legislation of the Republic of Kazakhstan.
Business Day -	any day from Monday to Friday inclusive, and another day recognized a business day in accordance with the Applicable Law (excluding weekends and public holidays, including holidays, days off in accordance with the Applicable Law).
Credit Line Period -	the period during which the Borrower can obtain Instruments and on the last day whereof the Borrower is obliged to repay the Indebtedness to the Bank under the Agreement, unless a different period of repayment (payment) is provided by the Agreement.
Personal Data Consent -	consent to collection and processing of Personal Data of Personal Data Subjects by the Bank.
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.
Personal Data Subjects -	Individuals to whom Personal Data are attributable.

Amount of 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).
Covenant -	the Borrower's obligation under the Agreement to perform certain actions or refuse to perform certain actions.
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.
Disbursement -	a part of amount of Instruments provided under the Agreement: i) at the execution of Supplementary Agreement on the basis of written applications of the Borrower; ii) in form of bank guarantees at the discretion of the Bank by means of: 1) Tender Offer of the Borrower with Bank's acceptance; 2) execution of Supplementary Agreement on the basis of written applications of the Borrower.

Clause 9. Legal Addresses and Bank Details of the Parties

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