

Accession Agreement on transfers and (or) payments without opening a bank account

This Accession Agreement on transfers and (or) payments without opening a bank account hereinafter referred to as the “Agreement”) is made between JSC Halyk Bank (hereinafter referred to as the “Bank”) and the Customer and governs the relationship, in which the Bank provides the Customer with the service selected by the Customer from the list in the Annex to Service. If the Customer wishes to receive another such service or another service from the list in the Annex to the Agreement, the Customer will make the Agreement with the Bank again.

If the Customer wishes to receive other services provided by the Bank, other than those provided in the Agreement, the Customer shall be entitled to enter with the Bank into another agreement for the provision of relevant services. When concluding such agreement, it is necessary for the Customer to comply with the relevant requirements stipulated by the legislation of the Republic of Kazakhstan, internal documents of the Bank, and the relevant agreement.

Certain types of services, including payments and transfers, without opening a bank account may also be provided by the Bank to individuals, who are sole proprietors, private notaries, private bailiffs, lawyers, professional mediators, peasant (farmer) households and legal entities, as provided expressly in the Agreement.

The agreement is an accession agreement executed in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan.

The Bank and the Customer are hereinafter collectively referred to as the “Parties”, and each individually - as a “Party,” or as indicated above.

Clause 1. Glossary

1.1. The following basic concepts are used in this Agreement:

1) Bank - JSC Halyk Bank, its branches / branch structural divisions/ specialized structural divisions/employees;

2) beneficiary - a person in whose favor payment and / or money transfer is made without opening a bank account;

3) types of services - services for payments and money transfers without opening an account provided by the Bank under the Agreement;

4) Customer - a resident or non-resident person, who applied to the Bank’s branch structural divisions/ specialized structural divisions to receive banking services provided by the Agreement, for whose account transfer or payment operations are made without opening a bank account. The Customer is a sender. Where provided by the Agreement, Customer can be a sole proprietor, private notary, private bailiff, lawyer, professional mediator, peasant (farmer) household, legal entity. A representative (authorized person) may act in relations with the Bank on behalf of the Customer;

5) Payment document (instruction) - application for transfer, slip, receipt cash order, invoice notification, receipt-notification of payments to the budget, receipt-notification on the transfer of compulsory pension contributions, compulsory professional pension contributions, receipt-notification on payment of social contributions to the state social insurance fund, deductions and (or) contributions to the social health insurance fund and other documents used to accept cash for payment and (or) money transfer in favor of beneficiary indicated by the Customer;

6) Bank’s website - information resource of the Bank in the Internet at: <https://www.halykbank.kz/>;

7) Tariffs - current tariffs that determine the fees charged by the Bank for services rendered by it. In the text of the Agreement, tariffs are understood as tariffs effective as of the date of the Agreement;

8) Service – payment or transfer of payment, at the Customer’s instruction, without opening a bank account and using the Customer’s account. Payment, money transfer without opening a bank account refers to non-cash payments. The list of types of services that can be provided by the Bank under the Agreement is given in the Annex to the Agreement;

9) Faster transfer - a money transfer between individuals without opening bank accounts, carried out in an accelerated mode through banks / non-banking organizations that are participants of the Faster system.

Clause 2. General

2.1. Terms and conditions of the Agreement, tariffs are set by the Bank independently in accordance with the legislation of the Republic of Kazakhstan, internal regulatory documents of the Bank.

2.2. The Agreement is considered concluded if the Bank has accepted the Customer's instruction to provide him with a Service indicated in the Annex to the Agreement. In the event of execution of the Agreement, its official version will be the version posted on the Bank's website. The Customer, Customer's representative are advised to copy and save such version of the Agreement on the day of conclusion of the Agreement.

2.3. Prior to the conclusion of the Agreement, the Customer needs to read the terms of the Agreement, the tariffs charged for rendering the service. The Customer, Customer's representative can read the terms of the Agreement and tariffs on the Bank's website or in its subdivision.

2.4. The acceptance by the Bank of instruction for execution in accordance with clause 2.2 of the Agreement indicates that:

The Customer, Customer's representative has read the terms of the Agreement, accepted the terms of the Agreement by joining the Agreement as a whole, and expressed his consent to receive a service selected from the list in the Annex to the Agreement;

The Customer, Customer's representative confirms that all conditions of the Agreement are fully consistent with the interests and will of the Customer, Customer's representative, choosing a service, chose it within the authority granted to him, in the interests of the Customer.

2.5. The signature of the Customer, Customer's representative on the payment document indicates that the Customer, Customer's representative has read, understood and accepted the Agreement in full, without any comments or objections.

The Customer, Customer's representative does not have the right to refer to the absence of its signature on the Agreement as evidence that the Agreement was not read / understood / accepted by it, if the Bank has a copy of the payment document signed by the Customer, Customer's representative.

Clause 3. Subject of the Agreement

3.1. In accordance with the procedure and terms set by the Agreement, the Bank shall, at the Customer's instruction, transfer money to a third party (beneficiary) without opening a bank account or without using the Customer's bank account.

While rendering the service under the Agreement, the Bank does not assign the Customer an individual identification code.

3.2. In order to provide the Service stipulated in the Annex to the Agreement, the Bank shall also provide the Customer with a service for accepting cash for payment, transfer without opening and use of the Customer's bank account.

3.3. The clauses of the Agreement do not apply to relations related to payments and / or transfers without opening a bank account in favor of legal entities carried out under agreements concluded by the Bank with such legal entities.

Clause 4. General characteristics and conditions of services

4.1. The Bank provides the Customer with a service selected by the Customer from the list in the Annex to the Agreement.

The Annex to the Agreement describes the types of services and Customers who are subject to their status may be provided with the service of making payments and transferring money without opening a bank account in accordance with the legislation of the Republic of Kazakhstan.

4.2. The service is provided without opening a bank account and without using the bank account of the Customer.

4.3. A non-cash payment, money transfer without opening a bank account and without using the Customer's bank account is a payment, money transfer, in which the Customer and (or) the beneficiary do not use bank accounts, and which payment is made by the Customer depositing cash to the Bank for its transferring to a bank account of the beneficiary indicated by the Customer or receipt by the beneficiary.

4.4. The service is provided by the Bank in national currency. The national currency in the Agreement means Kazakhstan tenge.

If, at the Customer's instruction, payment, money transfer without opening a bank account and without using the Customer's bank account must be completed by transferring money to the beneficiary's bank account opened with the Bank, then the service can be provided both in national currency and in foreign currency.

Payments to the budget of the Russian Federation in the Baikonyr regional branch are accepted in Russian rubles.

Sending and (or) receiving Faster transfers can be carried out both in national currency and in foreign currency.

4.5. The service is provided by the Bank only with the personal presence of the Customer and / or Customer's representative in the Bank's subdivision, with the exception of sending and (or) receiving Faster transfers carried out only with the personal presence of the Customer.

4.6. The Bank provides the service upon presentation by the Customer and / or Customer's representative of the original identity document.

At the same time, the Customer's representative also submits to the Bank the original power of attorney or other document authorizing him to perform the operation on behalf of the Customer.

4.7. In order to receive the service, the Customer, Customer's representative shall provide to the Bank cash (which, inter alia, may be preliminarily taken from the Customer's bank account opened with the Bank) and the necessary details.

When accepting cash for transferring money without opening a bank account and without using the Customer's bank account, the Bank shall issue to the Customer, Customer's representative a corresponding confirmation of cash acceptance.

4.8. Acceptance of instruction, order of payment document withdrawal/ suspension from the Customer, Customer's representative, if the payment document that received the order is not executed by the Bank, is carried out by the Bank during the operational day. If a payment document, an order to revoke a payment document and an order to suspend the execution of a payment document is received after the end of the Bank's business day, then such an instruction or order shall be deemed accepted by the Bank at the beginning of the next business day.

The Customer, Customer's representative can read the information on the Bank's operating day on the Bank's website, in its departments.

The Bank shall fix the operational day at its own discretion.

4.9. Presentation of a payment document, an order to revoke a payment document, an order to suspend the execution of a payment document to the Bank is carried out by submitting instruction, order to revoke a payment document, order to suspend the execution of a payment document on paper.

Simultaneously with indicating the payment of compulsory pension contributions, compulsory professional pension contributions, social contributions to the state social insurance fund, deductions and (or) contributions to the social health insurance fund containing more than 50 beneficiaries, the Customer, Customer's representative shall submit to the Bank a list of persons for which such contributions and (or) deductions are paid. The Customer shall draw up such lists of persons in accordance with the legislation of the Republic of Kazakhstan.

The provision of services for the transfer of mandatory pension contributions, mandatory professional pension contributions, social contributions to the state social insurance fund, deductions and (or) contributions to the social health insurance fund may be carried out by the Bank upon the provision by the Customer of a list of beneficiaries in electronic form. At the same time, when the Customer, Customer's representative provides a list containing more than 10 entries, the Customer, Customer's representative must provide an electronic copy of the list. The Bank does not process a list containing more than 10 entries on paper manually.

4.10. When paying tax on vehicles in the column "Name of payment" the vehicle identification number is indicated. This requisite is indicated in the column "Name of payment" of the payment notice under the inscription "Vehicle Tax from individuals" in the following sequence: word "VIN", vehicle identification number, symbols "/V".

4.11. In the payment notice on payments to the budget, the budget classification code corresponding to its name shall be indicated. At the same time, the accuracy of the budget classification code is provided by the Customer, Customer's representative.

4.12. When transferring money/making payments without opening an account for the amount from 500,000 tenge to 2,000,000 tenge on the basis of documents provided by the Customer the Bank records the following: identity document details, individual identification number (except for cases when an individual has not been assigned an individual identification number in accordance with the legislation of the Republic of Kazakhstan), and legal address (registration address).

When transferring money/making payments without opening an account in the amount equal to 2,000,000 tenge or exceeding 2,000,000 tenge, the Customer is identified on the basis of documents provided by the Customer (identity document, migration card, etc.). After filling out all required Customer details the employee of responsible subdivision prints out the checklist "Know Your Customer" for checkup and signature by the Customer.

4.13. Instructions, orders on the revocation of the payment document, orders on the suspension of the execution of the payment document and other documents of the Customer, Customer's representative can be drawn up in Kazakh and (or) Russian languages.

4.14. In the absence of grounds for refusing to provide a service or suspending the execution of a payment document, the Bank shall render the service on the basis of an instruction received from the Customer, Customer's representative. At the same time, the Customer, Customer's representative shall ensure the accuracy of the beneficiary details and the payment purpose code.

4.15. The Bank ensures execution of the Customer's order on the day it is initiated by the Customer, Customer's representative, with the exception of sending and (or) receiving Faster transfers, which are executed no later than three business days following the day of receiving the order, in compliance with the requirements established by the currency legislation of the Republic of Kazakhstan where such transfer is carried out as international money transfer. The Bank may refuse to execute the order during the operational day of receipt of the order indicating the reasons of the refusal. Cash paid in the payments to the budget, as well as in the payment of mandatory pension contributions, mandatory professional pension contributions and social contributions to the state social insurance fund, deductions and (or) contributions to the social health insurance fund shall be transferred to the beneficiary by the Bank no later than the next operational day from the date of its contributing to the Bank.

4.16. The Customer, Customer's representative may withdraw / suspend the instructions accepted by the Bank for execution before its execution by sending to the Bank the order to revoke / suspend execution of the payment document on the same business day when the Bank accepted the payment document from the Customer, Customer's representative.

The Bank no later than the next business day after the acceptance of the order to revoke the payment document, the order to suspend the payment document, notifies the Customer, Customer's representative of the execution or refusal to execute it, indicating the reasons of the refusal.

Upon timely receipt of an order from the Customer, Customer's representative to withdraw the payment document, the Bank shall not transfer money on this payment document and return it no later than the business day following the day of receipt of such order, while sending the Customer a notification on the execution of the received order.

The Bank shall also suspend the execution of a payment document in cases provided in the legislation of the Republic of Kazakhstan, and in other cases provided in the Agreement.

Withdrawal and suspension of payment document execution are not allowed for payments and money transfers related to the payments to the budget, mandatory pension contributions, mandatory professional pension contributions, social contributions to the state social insurance fund, deductions and (or) contributions to the social health insurance fund, and payment of public services, information on

which, when executed by the Bank, has been submitted to state authorities, courts through the electronic government payment gateway.

4.17. Fees for services provided by the Bank under the Agreement are paid by the Customer, Customer's representative at the rates applicable on the date of the Agreement indicated on the Bank's website in accordance with the type of service chosen by the Customer, Customer's representative.

The Customer, Customer's representative can find the Bank's tariffs by visiting the Bank's website or a branch.

Fees for the Bank's services are paid by the Customer, Customer's representative separately from the amount of money deposited for payment or transfer (without deducting the amount of fee from the amount of payment or transfer).

4.18. If the Customer's cash is different from the currency in which the payment or transfer can be made, the Customer can exchange cash in the Bank for the payment or transfer currency. The Bank shall carry out such exchange at the current exchange rate established by the Bank for the purchase / sale of cash currency at the time of accepting cash from the Customer, Customer's representative for payment or transfer.

Prior to the transaction, the Customer must read and understand the Bank's exchange rates.

The exchange rate for the purchase / sale of cash currency is determined by the Bank on a daily basis and posted on the Bank's website and deployed at the subdivisions. The Bank may change the exchange rate for the purchase / sale of cash currency during the day, depending on the market situation.

4.19. Cash issuance on the received transfer to the beneficiary at the Bank, if it is the beneficiary's bank, is carried out upon personal appearance of the beneficiary or his representative.

4.20. In all other matters not expressly provided in the Agreement, the Parties shall be governed by the legislation of the Republic of Kazakhstan.

Clause 5. Unauthorized and erroneous transfers

Section 1. Unauthorized transfers

5.1. The Customer, its representative identifies accuracy of the Bank's execution of the payment document and, in case of execution of the unauthorized payment document, notifies the Bank thereof within three operational days after its discovery, but within the limitation period that is calculated from such payment.

5.2. If the Bank is the beneficiary bank and has made unauthorized payment in the absence of violations on the part of the Customer, Customer's representative, the Bank shall no later than the next operational day from the date of receipt of the message stating the unauthorized payment from Customer, Customer's representative refund the amount of payment to the Customer:

- from the beneficiary bank account if the beneficiary has a bank account opened with the Bank, including if there are decisions of the competent state authority or official to seize the beneficiary's bank account and / or to suspend debit operations and / or unfulfilled instructions to be executed indefinitely;

- by refunding the money by the beneficiary, if the beneficiary has received the transfer in cash. The Bank sends the beneficiary a notice on the refund of unauthorized payment no later than the next operational day of receipt of the message of unauthorized payment from Customer, Customer's representative;

- if there is insufficient or no money in the beneficiary bank account with the Bank, the Bank cannot return money to the beneficiary, who has received the transferred amount in cash out of the Bank's own funds.

In case the Bank is the beneficiary bank and if the Bank independently detects unauthorized payment in the absence of violations by the Customer, Customer's representative, the Bank shall refund the transfer amount to the Customer in the manner established in part two of this clause.

In case of a refund to the Bank of the amount transferred for an unauthorized payment, the transfer shall be made to the Customer's bank account not later than the operational day following the day of receipt of the amount of transfer to the correspondent account of the Bank. If the Customer does not have a bank account with the Bank, the refunded transfer is accounted in the Bank as an amount pending

clarification for subsequent return to the Customer on the application of the Customer or the Customer's representative.

The Bank takes measures to search for the Customer, who does not have a bank account with the Bank so that to refund the transferred amount. If the Bank cannot find the Customer based on the Customer information known to the Bank, or if the Customer has not applied to the Bank for the transfer refund, then after two months from the date of receipt of the refund, the Bank makes records of the amount in accordance with the Bank's internal documents or has the right to place money in the form of a notary deposit. When the Customer, Customer's representative applies to the Bank, if the amount of the refunded transfer stays in the Bank, the amount shall be returned to the Customer in accordance with the Bank's internal documents.

5.3. If the Bank is not a beneficiary bank and has made unauthorized payment in the absence of violations on the part of the Customer, Customer's representative, it shall notify the beneficiary, or the beneficiary's bank, of a refund of unauthorized payment no later than the next operational day after receipt of a message on unauthorized payment from the Customer, Customer's representative.

In case of refund of the amount transferred under unauthorized payment to the Bank, it shall be credited to the Customer's bank account opened with the Bank no later than an operational day following the day of receipt of the transferred amount into the correspondent account of the Bank. If the Customer does not have a bank account with the Bank, the amount of the refunded transfer is recorded in the Bank as an amount pending for clarification for subsequent return to the Customer on the application of the Customer or the Customer's representative.

The Bank takes measures to search for the Customer, who does not have a bank account with the Bank so that to refund the transferred amount. If the Bank cannot find the Customer based on the Customer information known to the Bank, or if the Customer has not applied to the Bank for the transfer refund, then after two months from the date of receipt of the refund, the Bank makes records of the amount in accordance with the Bank's internal documents or has the right to place money in the form of a notary deposit. When the Customer, Customer's representative applies to the Bank, if the amount of the refunded transfer stays in the Bank, the amount shall be returned to the Customer in accordance with the Bank's internal documents.

In case of receipt of the message from the Bank stating insufficient or no money in the beneficiary bank account, the transfer shall be refunded at the expense of the Bank's own money.

5.4. If the Bank refunds the amount of the Customer's transfer from its own money, and subsequently, before the expiration of the limitation period, the Bank, based on notification previously sent for refund of unauthorized payment, has received the transferred amount as a refund from the beneficiary bank, the Bank has the right to credit such transfer in its own favor.

Section 2. Erroneous transfers

5.5. The Customer, Customer's representative identifies accuracy of the Bank's execution of the payment document and, in case of execution of the erroneous payment document, notifies the Bank thereof within three operational days after its discovery, but no later than three years from the date of execution of erroneous instruction. In the message about the erroneous payment, the Customer, Customer's representative specifies the details of the payment document and the erroneous details the Customer has revealed. The Bank shall not be liable for the erroneously executed payment document if the error is made by the Customer, Customer's representative.

The Customer hereby declares that it assumes the risk associated with the payment document erroneously executed by the Bank if the error is made by the Customer, Customer's representative.

5.6. If the Bank is the beneficiary bank, then when it determines the fact of execution of the erroneous payment, the Bank refunds money to the Customer no later than the next operational day from the date of detection of such fact.

If the Bank is not the beneficiary bank, it shall, upon independent detection of the fact of execution of the erroneous payment, notify the beneficiary bank that it is necessary to refund it in the manner specified in the Agreement.

5.7. The Bank shall, no later than three operational days of receipt from the Customer, Customer's representative a notification on the error in the execution of the payment document on an erroneous payment containing details that do not correspond to the details of the Customer's payment document, send the payment document to the proper beneficiary or refund the Customer the full amount of payment.

The beneficiary bank refunds an erroneous amount to the Customer on the basis of a letter from the Bank within the limitation period.

5.8. If the Bank makes an erroneous payment, it will send a notification to the beneficiary in whose favor the erroneous payment is made or to the beneficiary bank about the need to refund an erroneous payment with the application of documents confirming the fact of the erroneous payment.

In the event of insufficiency or no money in the beneficiary bank account, or if the beneficiary does not return the funds it has received, the Bank shall refund the erroneous payment, at the expense of its own money, within three operational days of receipt from the beneficiary bank a notification on the lack or insufficiency of money in the beneficiary bank account, failure of money receipt from beneficiary who has received cash.

5.9. When the beneficiary bank refunds the amount of money, the Bank acts as follows:

- 1) transfers the amount of money to the Customer's bank account;
- 2) credits the amount in its favor in the event that, prior to its receipt, the Bank refunds the amount at its own expense or sends the amount to the proper beneficiary.

The Bank shall notify the Customer, Customer's representative of such refund within three operational days from the date of receipt of the refund in the ways specified by the Bank. In the event that the refund is made because the Bank has specified the payment details that do not correspond to the details of the payment document received from the Customer, the Bank, without notifying the Customer of the refund, within three operational days of the refund, sends to the beneficiary bank a payment document with the proper payment details.

5.10. In the event that the Customer does not have a bank account with the Bank, the amount of the refunded transfer is accounted in the Bank as an amount pending for clarification for subsequent return to the Customer on the application of the Customer or the Customer's representative. The Bank takes measures to search for the Customer, who does not have a bank account with the Bank so that to refund the transferred amount. If the Bank cannot find the Customer based on the Customer information known to the Bank, or if the Customer has not applied to the Bank for the transfer refund, then after two months from the date of receipt of the refund, the Bank makes records of the amount in accordance with the Bank's internal documents, or has the right to place money in the form of a notary deposit. When the Customer, Customer's representative applies to the Bank, if the amount of the refunded transfer stays in the Bank, the amount shall be returned to the Customer in accordance with the Bank's internal documents.

Section 3. Protective actions against unauthorized payments

5.11. Upon receipt of the Customer's instruction, the protective actions against unauthorized payment, money transfer, may include the following elements of protective actions against unauthorized payments, including but not limited to:

- personal appearance of the Customer or the Customer's representative at the Bank;
- handwritten signing of the payment document by the Customer or the Customer's representative in the premises of the Bank;
- verification of the identity of the Customer, Customer's representative against the original identity document;
- when signing the payment document the Customer's representative shall submit the original power of attorney to the Bank, and the Bank shall verify against the original power of attorney of the Customer's representative his power to sign the payment document (enter into the Agreement);
- the Bank's verification of cash amount presented by the Customer, Customer's representative for correspondence with the amount indicated in the payment document;
- the Bank's verification of cash amount presented by the Customer, Customer's representative for counterfeit banknotes;

affixing a seal on the payment document by the Customer - a legal entity (if it is required to have a seal in accordance with the legislative acts of the Republic of Kazakhstan), the Customer – a person, who is a sole proprietor (if any), a private notary, a private bailiff, a lawyer, a professional mediator (if any), and peasant (farmer) household (if any).

When receiving an order to revoke / order to suspend a payment document, the following elements of protective actions against unauthorized payments may be used, including, but not limited to:

personal appearance of the Customer or the Customer's representative at the Bank;

handwritten signing of the order by the Customer or the Customer's representative in the premises of the Bank;

verification of the identity of the Customer, Customer's representative against the original identity document;

when signing the order the Customer's representative shall submit the original power of attorney to the Bank, and the Bank shall verify against the original power of attorney of the Customer's representative his power to present/sign the order;

affixing a seal on the payment document by the Customer - a legal entity (if it is required to have a seal in accordance with the legislative acts of the Republic of Kazakhstan), the Customer – a person, who is a sole proprietor (if any), a private notary, a private bailiff, a lawyer, a professional mediator (if any), and peasant (farmer) household (if any).

Clause 6. Rights and Obligations of the Parties

6.1. The Bank may:

6.1.1. independently resolve on the provision of services, execution or refusal to execute a payment document, taking into account the terms of the Agreement, the legislation of the Republic of Kazakhstan;

6.1.2. without any additional consent of the Customer, make changes to the list of documents required for making a payment and (or) money transfer, if required by the legislation of the Republic of Kazakhstan and/or internal policies, standards and procedures of the Bank;

6.1.3 charge fee for the provided service and related services in accordance with the tariffs posted on the Bank's website;

6.1.4. suspend the execution of the Customer instructions in cases stipulated by the legislation of the Republic of Kazakhstan on counteracting the legalization (laundering) of proceeds from crime and the financing of terrorism. At the same time, suspension of the execution of the instruction is not allowed on payments and (or) money transfers related to payments to the budget, mandatory pension contributions, mandatory professional pension contributions, social benefits to the state social insurance fund, contributions and (or) charges to the social health fund insurance, and payment of public services, information of which was provided by the Bank to state authorities, courts through the payment gateway of "electronic government";

6.1.5. terminate business relations with the Customer without prior notice to the Customer unilaterally by refusing to comply with the Customer instructions on the following grounds:

1) if the Customer, Customer's representative fails to provide the amount of money necessary to make the payment and (or) transfer the money and (or) pay for the service provided;

2) if the instruction contains signs of falsification, corrections, additions and blots;

3) if the Customer fails to comply with the requirements for the instructions' preparation and submission procedure and (or) other requirements established by the legislation of the Republic of Kazakhstan and (or) the terms of the Agreement;

4) if the documents provided by the Customer contradict the requirements of the legislation and internal regulatory documents of the Bank;

5) in cases provided for by the Law of the Republic of Kazakhstan "Anti-Money Laundering, Combating the Financing of Terrorism" or international treaties ratified by the Republic of Kazakhstan, or provided for by an agreement with non-resident banks;

6) in cases of impossibility of taking due diligence measures, provided for by the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank;

7) in the event of a suspicion arising during studying Customer's transactions that the service is being used by the Customer in order to legalize (launder) the proceeds of crime or to finance terrorism;

8) in cases of repeated refusals by the Bank to make operations on the service or suspension of all operations on the Customer's bank accounts;

9) if any sanctions against the Customer and (or) Customer's affiliates imposed in accordance with the jurisdiction of any country (for example, OFAC) or an international organization (including, but not limited to, the FATF and the UN);

10) upon detection of an unauthorized payment, as well as in cases of identification and confirmation of justified facts of the illegality of payment transferred in favor of the beneficiary;

11) in the event of revocation/invalidation of any of the consent given to the Bank on personal data, the Bank's inability to use personal data provided by the Customer to the Bank, application of measures to the Bank for violation of the legislation on personal data;

12) on other grounds that are outside the purview of the Bank, but the effect of which is determined by the conditions of the legislation of the Republic of Kazakhstan or force majeure circumstances;

13) in other cases provided for by the legislation of the Republic of Kazakhstan, the Agreement.

A refusal to execute an instruction is made by the Bank during the transaction day, on the day the instruction is received, indicating the reason for the refusal and in compliance with the procedure provided for by the legislation of the Republic of Kazakhstan. The Bank is not liable for losses incurred by the Customer due to the Bank's refusal to execute such instructions;

6.1.6. conduct due diligence and identification of the Customer, Customer's representative, beneficiary in accordance with the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;

6.1.7. conduct cross-border transfer of personal data of the Customer, Customer's representative, including in accordance with sub-clause 1) of clause 3 of Article 16 of the Law of the Republic of Kazakhstan No. 94-V dated 21 May 2013 "On personal data and personal data protection" (the "Law on Personal Data");

6.1.8. request from the Customer, Customer's representative to provide information and documents necessary for identification of Customer, identification of the beneficial owner, as well as to provide information on tax residency, occupation and source of funding for transactions, the documents related to transactions;

6.1.9. request from the Customer, Customer's representative the proper performance of obligations under the Agreement.

6.2 The Bank undertakes to:

6.2.1. provide the Customer with the service the Customer has chosen from the list of services in the Annex to the Agreement;

6.2.2. fulfill the instructions of the Customer in accordance with the terms of the Agreement, the requirements of the legislation of the Republic of Kazakhstan;

6.2.3. post on the Bank's website or other available resources any information related to the provision of services, as well as advertising information;

6.2.4. ensure the preservation for five years after the provision of the service of information allowing identification of the Customer, Customer's representative and beneficiary;

6.2.5. present to the Customer, after the provision of the service, a paper document confirming the fact that the Bank provided the service;

6.2.6. in case the Bank finds any errors/inaccuracies that occurred during the operation on the service and (or) existing in the information provided to the Customer, the Bank is obliged to correct such errors/inaccuracies;

6.2.7. when rendering the service, comply with the requirements of the legislation of the Republic of Kazakhstan, the terms of the Agreement.

6.3. The Customer may:

6.3.1. before receiving the service, read the terms of the Agreement, the terms of service, tariffs;

6.3.2. receive one of the services specified in the Annex to the Agreement in the subdivision, taking into account the opportunities provided for by the legislation of the Republic of Kazakhstan for the respective recipients of payment services, transfer money without opening a bank account;

6.3.3. revoke the payment document, suspend the execution of the payment document;

6.3.4. request from the Bank copies of documents confirming the fact that the Bank has executed Customer's instructions. For the execution of the Customer's request, the Bank charges a fee in accordance with the tariffs;

6.3.5. request from the Bank the proper performance of obligations under the Agreement.

6.4. The Customer undertakes to:

6.4.1. comply with the requirements of the legislation of the Republic of Kazakhstan and the terms of the Agreement;

6.4.2. provide cash resources necessary for the Bank to execute the Customer's instruction;

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

6.4.4. when replacing persons authorized to make payments and (or) money transfers on behalf of the Customer under power of attorney, or upon early termination of their powers, immediately notify the Bank in writing and submit the original documents confirming such changes. Otherwise, the Bank is not responsible for the actions of persons authorized to make payments and (or) money transfers under power of attorney on behalf of the Customer;

6.4.5. give the Bank instructions that do not contradict the legislation of the Republic of Kazakhstan, and present duly executed documents in accordance with the legislation of the Republic of Kazakhstan and the Agreement;

6.4.6. provide the Bank with reliable and complete information for the provision of the service (full name (patronymic - if any), identity document, IIN, BIN, email address and other information, including that established by the Law of the Republic of Kazakhstan "On Anti-Money Laundering, Combating the Financing of Terrorism");

6.4.7. immediately check all information received from the Bank, including that indicated in notifications. In addition, the Customer is obliged to verify the Bank's correct execution of the Customer's instructions.

6.5. The Customer confirms that he has been notified and agrees that the Bank has the right to refuse to conduct or terminate any operation of the Customer, including those related to the services provided by the Bank under the Agreement, if such refusal or termination by the Bank subject to sanctions imposed in accordance with the jurisdiction of any country or international organization (including, but not limited to, the FATF, UN, OFAC), the effect of which extends to the Bank, the Customer, the beneficiary, the beneficial owner, the beneficiary's bank. At the same time, the Bank is not liable for the Customer's losses caused by the Bank's refusal to execute or the Bank's suspension of the execution of the Customer's payment document due to the above sanctions.

6.6. The Customer who is not a legal entity, individual entrepreneur, private notary, private bailiff, lawyer, professional mediator, peasant (farm) farm is not entitled to make payments and (or) money transfers related to entrepreneurial activity, as well as to pay for goods, works and/or services prohibited by the legislation of the Republic of Kazakhstan.

6.7. The Customer hereby takes into account and agrees that upon detection of payment and (or) money transfer, in respect of which the Bank has reason to believe that it is aimed at legalizing (laundering) illegal proceeds and financing of terrorism, the Bank has the right to demand any additional information necessary for the analysis of the specified payment and (or) money transfer. If such information is not provided within the time specified by the Bank, the Bank shall have the right not to accept cash for transfers, refuse to execute a payment document, perform other actions stipulated by the legislation of the Republic of Kazakhstan, internal documents of the Bank, and the Agreement.

6.7.-1. The Customer hereby confirms that payment and (or) money transfer:

does not contradict the requirements of the Law of the Republic of Kazakhstan No. 191-IV 3PK dated 28 August 2009 "On Anti-Money Laundering, Combating the Financing of Terrorism" and other by-laws of the Republic of Kazakhstan;

does not fall under international economic sanctions, or does not abuse international economic sanctions;

does not relate to the financing of terrorist or extremist activities and other abetting terrorism, or extremism and does not promote financing terrorism or other criminal activities.

6.8. The Customer hereby expresses understanding and agrees that any Customer's telephone call to the Bank can be automatically recorded using a recording device, whereof Customer will be notified prior to the telephone conversation starts. Such records may be used in the settlement of disputes between the Parties.

6.9. The Customer hereby confirms and guarantees that cash transferred to the beneficiary was obtained legally, and that at the request of the Bank, such Customer, including Customer's representative, undertakes to provide the Bank with documents/other information confirming the legality of the origin/receipt of such money.

6.10. The representative of the Customer undertakes, at the request of the Bank, to notify the Bank of any transactions made on behalf of and in the interests of the Customer, and at the same time submit to the Bank the necessary documents, including, if necessary, documents identifying the Customer.

6.11. The rights and obligations specified in this clause also apply to the representative of the Customer.

6.12. The Bank may keep soft records about the Customer, Customer's representative and the service.

6.13. In addition to the rights and obligations provided in this Clause hereof, the Parties have other rights and obligations provided for by the Agreement and the legislation of the Republic of Kazakhstan.

Clause 7. Liability of the Parties

7.1. The Parties shall bear responsibility under the Agreement in accordance with the legislation of the Republic of Kazakhstan.

7.2. The Bank is responsible for:

7.2.1. unreasonable refusal to execute the Customer's payment document. If the Customer has paid the service fee, the Bank shall indemnify the Customer for damage in the amount of the fee paid by the Customer. If the Customer has not paid the service fee, the Bank shall indemnify the Customer for damage in the amount of one monthly calculation index;

7.2.2. making an unauthorized or erroneous transfer due to the Bank's fault. In this case, the Bank shall indemnify the Customer in the amount of the service fee paid.

7.2.3. The Bank is responsible for disclosing banking secrecy.

In order to receive the amounts specified in sub-clause 7.2.1 or sub-clause 7.2.2 hereof, the Customer must submit an application to the Bank. After the Bank considers Customer's application, the amount of damage may be paid by crediting money to Customer's bank account opened with the Bank, or by cash withdrawals.

7.3. The Bank is not responsible for:

7.3.1. erroneously executed payment document of the Customer, if an error is made by the Customer or Customer's representative;

7.3.2. impossibility of returning to the Customer the amount of the transfer under the erroneously executed payment document of the Customer, if the error was made by the Customer or Customer's representative;

7.3.3. refusing to execute and/or suspending the execution of the Customer's payment document in cases stipulated by the legislation of the Republic of Kazakhstan, the Agreement.

7.3.4. in other cases provided for in the Agreement..

7.4. The Bank under the Agreement does not reimburse the Customer for lost profits.

7.5. The Customer is responsible, including when the representative acts on behalf of the Customer:

7.5.1. for providing the Bank with incomplete, inaccurate information for receiving services under the Agreement;

7.5.2. in other cases provided for in the Agreement and the legislation of the Republic of Kazakhstan.

7.6. In case of failure to fulfill, improper fulfillment of obligations under the Agreement, the Bank shall not be liable if it proves that proper performance was impossible due to force majeure circumstances, i.e., extraordinary and unavoidable circumstances under the given conditions (natural disasters, military operations, riots, strikes, the regulation of any government authority, court, prohibiting the execution of the Agreement, preventing the execution of the Agreement, etc.), directly affecting the Bank's execution of obligations under the Agreement.

Clause 8. Documents

8.1. The Bank may generate, print documents, including payment documents, using computer equipment devices.

8.2. Those documents for which the legislation of the Republic of Kazakhstan establishes requirements for execution, content, are drawn up by the Parties in accordance with such requirements.

8.3. If the legislation of the Republic of Kazakhstan stipulates that document forms can be determined independently by a second-tier bank, with the inclusion of mandatory details provided for by the legislation of the Republic of Kazakhstan, or without inclusion, such forms are determined by the Bank independently. The Bank provides the Customer, Customer's representative with such documents to read, use, sign when the Bank provides services.

Clause 9. Dispute Resolution

9.1. Any disagreements and disputes arising due to conclusion, execution of the Agreement shall be settled by the Parties through negotiations.

The reciprocal claims of the Parties must be in writing.

9.2. The Bank considers the Customer's claims in the manner and terms established by the Bank's internal documents, as well as in accordance with the legislation of the Republic of Kazakhstan.

9.3. All unsettled disputes shall be resolved in the courts of the Republic of Kazakhstan in the manner established by the legislation of the Republic of Kazakhstan.

9.4. The law applicable to the Agreement is the law of the Republic of Kazakhstan.

9.5. The mutual settlement claims between the Customer and the beneficiary are considered directly by the Customer and the beneficiary, without participation of the Bank.

Clause 10. Confidentiality

10.1. The Bank ensures the confidentiality of information, including those constituting banking secrecy, obtained upon conclusion and execution of the Agreement, and does not disclose such information to third parties, with the exception of cases:

when it is necessary due to conclusion, execution of the Agreement, including cases of transfer of information to persons indicated in the payment document of the Customer;

when the provision of information to third parties without the consent or prior consent of the Customer is provided for by legislative acts of the Republic of Kazakhstan.

10.2. The Bank may use the consent provided by the Customer and Customer's representative to the disclosure of information constituting a banking secrecy, consent to the collection and processing of personal data for disclosure, transfer of information to third parties on a confidential basis.

10.3. In order the Bank could provide services to the Customer under the Agreement, the Customer hereby provides the Bank with its unconditional and irrevocable written consent to disclose to third parties, including the beneficiary, information constituting banking secrecy related to the Customer and the services provided to the Customer under the Agreement. This consent is considered to be given in writing at the premises of the Bank upon signing by the Customer, Customer's representative of the payment document.

10.4. The Bank shall not be liable for the consequences of the disclosure by the Customer, Customer's representative to third parties of information related to the Customer, Customer's representative, the Agreement, the fulfillment by the Parties of their obligations under the Agreement,

including constituting banking secrecy, upon receiving of the service under the Agreement. All risks associated with the consequences of the disclosure of this information are borne by the Customer, Customer's representative.

10.5. Hereby, in accordance with the Law on Personal Data, the Customer, Customer's representative who signs the payment document on behalf of the Customer, gives the Bank consent to the collection and processing by the Bank of its personal data for the purpose of concluding with the Bank and execution of the Agreement, including, in particular, transferring the Customer's personal data or Customer's representative to organizations belonging to the Halyk Group (with the exception of organizations located outside the Republic of Kazakhstan), as well as in other cases when, in accordance with the legislation of the Republic of and Kazakhstan and (or) internal documents of the Bank there is a need for collecting, processing such personal data. The personal data of the Customer, Customer's representative are collected and processed at the discretion of the Bank by any means that do not contradict the legislation of the Republic of Kazakhstan.

10.6. The Customer (legal entity, sole proprietor, private notary, lawyer, private bailiff, professional mediator) hereby certifies that with regard to the personal data of the personal data bearers transmitted and to be transferred by the Customer to the Bank in the future under the Agreement, as well as in other cases when in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank, it becomes necessary to collect and process such personal data, the Customer previously received from personal data bearers the consent to the collection and processing of personal data, the transmission of personal data to third party, including the Bank, the processing of personal data by the Bank.

If the Bank determines to be necessary, the Customer provides the Bank with documentary evidence of the personal data bearers' consent collected by the Customer to collect and process personal data, to transfer personal data to third party, including the Bank, to process personal data by the Bank, and if it is not possible to document the availability of consents will collect such consents, and then confirm to the Bank their availability.

The Customer shall be responsible for the lack of consent to the collection and processing of personal data, to the transfer of personal data to third party, including the Bank, the processing of personal data by the Bank. In the event that any measures are applied to the Bank for violation of the legislation of the Republic of Kazakhstan on personal data, the Customer shall reimburse the Bank, at the Bank's request, for any expenses and losses incurred by the Bank.

Clause 11. Validity

11.1. The Agreement becomes effective upon its conclusion in accordance with clause 2.2 hereof.

The Agreement is valid until the Bank executes the Customer's instructions, with the exception of cases when the payment document is revoked or suspended by the Customer, as well as in the case of the suspension of the execution of the Customer's payment document or the Bank refuses to execute it on the grounds provided for in the legislation of the Republic of Kazakhstan and the Agreement. The Customer's payment document shall be deemed executed when the Bank fulfills the conditions of the received instruction:

- transmission of the instruction to the another bank, in case the Bank does not provide services to the beneficiary;

- completion of money transfer if the Bank is the beneficiary bank.

11.2. The submission by the Customer, Customer's representative to the Bank of the order to revoke the payment document, including after the submission of the order to the Bank to suspend the execution of the payment document, before its execution by the Bank, except for payments to the budget, mandatory pension contributions, mandatory professional pension contributions, social contributions to state fund of social insurance, deductions and (or) contributions to the fund of social health insurance, and payment of state services, information on which, when executed by the Bank, has been submitted to state authorities, the courts through the payment gateway of the "electronic government", means the Customer's withdrawal from the Agreement.

Clause 12. Language of the Agreement

12.1. The Agreement is drawn up in the state and Russian languages that have the same legal force. If there are contradictions in the text of the Agreement in the state and Russian languages, the Russian version shall prevail.

List of Services

1. Payments (taxes and other obligatory payments) to the budget:
 - to individuals;;
 - to individuals – sole proprietors, private notaries, private bailiffs, lawyers, professional mediators, as well as peasant (farms) farms;
 - legal entities as taxpayers, as tax agents.
2. Social benefits stipulated by the legislation of the Republic of Kazakhstan (state social insurance fund):
 - to individuals – sole proprietors, private notaries, private bailiffs, lawyers, professional mediators, as well as peasant (farms) farms as payers of social benefits (employers) and as self-employed persons.
 - to legal entities, their separate subdivisions as payers of social benefits (employers).
3. Pension contributions to individuals - sole proprietors, private notaries, private bailiffs, lawyers, professional mediators, as well as peasant (farms) farms for the payment of mandatory pension contributions, mandatory professional pension contributions as agents for their payment, when mandatory pension contributions are paid in their favor, as well as a contributor to voluntary pension contributions in their favor and in favor of employees;
4. Deductions and contributions to compulsory social health insurance (to the social health insurance fund): to individuals - sole proprietors, private notaries, private bailiffs, lawyers, professional mediators, and also peasant (farm) farms to pay deductions and contributions as employers, tax agents, as self-employed persons.
5. One-time money transfers (to individuals):
 - internal transfers to bank accounts of individuals/legal entities with the Bank;
 - external transfers to bank accounts of individuals/legal entities opened with other second-tier banks in the Republic of Kazakhstan;
 - express transfers within the Bank;
 - Faster money transfers (send and (or) receipt);
6. Single aggregate payment.

BANK

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Almaty, Republic of Kazakhstan

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