

Fees and penalties under lending by Halyk Bank JSC (under support programs)

No.	Current name (Types of services/violations of financing terms and conditions)	Service description	Terms and conditions, moment of fee charging and the basis for establishment	Cash/ non-cash	VATC	Tariff:						
						- under subsidy and/or guarantee programs (the list of support programs is given in the footnote) *; under the program of financing of the entities of Ken-dala AIC "		- under regional SMB entities financing program - conditional placement product for subsequent lending to Umit women's entrepreneurship		- under SMB entities lending program in the manufacturing industry (Damu Ondiris-II) - under the program for development of productive employment and mass entrepreneurship for 2017-2021		- under guarantee program within the framework of guarantee funds for loans
						Medium Business	Small Business	Medium Business	Small Business	Medium/ Small Business	Medium/ Small Business	Medium/ Small Business
	A	FINANCING ORGANISATION										
1	Organization of an individual bank loan/ opening a credit line	Opening a credit line/SBL (a set of measures aimed at providing a customer with credit funds on the terms of maturity, payment and repayment))	Fee is charged after the Bank approves the financing, upon replacement of CL/SBL source.	non-cash/ cash	Taxable on transactions related to the provision of credit lines Non-taxable on transactions related to the provision of bank loans	not charged		1%, in case of participation in subsidies in the area of regional financing - not charged		not charged	0.5%	0.5%
2	Replacement of the source under current loan	Replacement of the source on the current transaction passport	If the fee for "Organization of independent bank loan/opening a credit line, including a sub-limit for inclusion in the loan support program was debited earlier, the difference between previously paid fee and newly incurred fee shall be debited. Fee is charged: - for SBL from principal balance; - for NCL from unutilized limit and principal balance on utilized limit; - for RCL from limit.	non-cash/ cash	Taxable on transactions related to the provision of credit lines Non-taxable on transactions related to the provision of bank loans	-		-		-	-	0.5%
	B	CHANGE OF TERMS AND CONDITIONS AT THE INITIATIVE OF THE BORROWER (SUBJECT TO THE BORROWER'S APPLICATION) The fee amount represents the coverage of the Bank's operating expenses specified in the column "Service description")										
1	Increase in financing limit	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements. Increase in the limit amount of financing that the Borrower is entitled to use under the CL agreement	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged from amount of increase of CL limit	non-cash/ cash	charged	0.15%, min – KZT 115,000, max – KZT 4,500,000	0.15%, min – KZT 15,000, max – KZT 300,000	0.25%, min – KZT 115,000, max – KZT 4,500,000	0.25%, min – KZT 15,000, max – KZT 300,000	not charged	not charged	not charged
2	Extension/ prolongation of the CL term, except for cases of restructuring	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged: - on NCL from unutilized limit; - on RCL from limit									
3	Extension/ prolongation of the financing term in case of restructuring	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged: - on SBL from principal balance; - on a loan under CL from principal balance	non-cash/ cash	According to paragraphs 3, 4 and 7 - taxable According to paragraphs 5, 6, 9: - taxable for transactions related to the provision of credit lines - non-taxable for transactions related to the provision of bank loans According to paragraph 8 - non-taxable	0.06%, min – KZT 5,000, max – KZT 300,000	0.06%, min – KZT 5,000, max – KZT 30,000	0.25%, min – KZT 5,000, max – KZT 300,000	0.25%, min – KZT 5,000, max – KZT 30,000			
4	Increasing of availability period	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged: - on NCL from unutilized limit ; - on RCL from limit									
5	Change in repayment procedure	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements. Changes in schedules related to early repayment of the loan are not taken into account.	The Fee shall be charged on the day of execution of the transaction to change of conditions in the Bank's software. Fee is charged: If changes are made to existing SBL/loans under the CL: - for SBL, from the principal balance; - for loans under the CL, from the principal balance; If the changes affect newly issued loans within the CL: - for NCL, from the unutilized limit; - for RCL, from the limit.									
6	Change of payment frequency	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.										
7	Decrease in interest rate	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.										
8	Change in repayment schedule dates	Preparation of expert opinions and the drafting of supplementary agreements to the relevant contracts. Changes to schedules related to early loan repayment are not taken into account.										
9	Change of payment amount	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements. Changes in schedules related to early repayment of the loan are not taken into account.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged: - on SBL from principal balance; - on a loan under CL from principal balance									
10	Debt transfer to a third party	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software. Fee is charged: - on SBL from principal balance; - on a loan under CL from principal balance									
11	Replacement of pledge	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.	Fee is charged on the day of execution of the transaction change of conditions in the Bank's software.	non-cash/ cash	not charged	KZT 20,000		0.25%, not more than KZT 20,000				

12	Replacement/release of guarantor/co-borrower/pledger	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements. Not applied if the guarantor is the Support Program Operator	It is Fee is charged depending on the type of support program -fixed amount or %; - on SBL from principal balance; - on NCL from unutilized limit and principal balance of unutilized limit; - on RCL from limit	non-cash/ cash	not charged	0.1%	0.25%			
13	Release of a part of pledged property	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements.								
14	Other fees for changes in financing terms at the initiative of the Borrower	Preparation of expert opinions, drawing up supplementary agreements to the relevant agreements. Fee is charged: If changes are made to current SBL/loans under CL: - on SBL from principal balance; -on a loan under CL from principal balance; If changes affect newly disbursed loans under CL: - on NCL from unutilized limit ; - on RCL from limit								
C FORFEITURES: FINES AND PENALTIES										
1	Violation of interest repayment terms	Violation of the terms of repayment of loan interest amounts within the terms specified in the loan agreement results in compensation of possible losses of the Bank in case of nonfulfillment/improper fulfillment of obligations by the Borrower and reimbursement of operating expenses, including loan classification expenses	Fee is accrued from the date of delay (excluding penalties) under the bank loan agreement until the overdue interest is repaid. Fee is charged at the moment of payment of overdue interest, from amount of overdue interest on the Loan (excluding penalties)	non-cash/ cash	not charged	1,5 of interest rate	18% p.a.	18% p.a.	1,5 of interest rate	1,5 of interest rate
2	Violation of principal repayment terms	Violation of the terms of repayment of principal amounts within the terms specified in the loan agreement results in compensation of possible losses of the Bank in case of nonfulfillment/improper fulfillment of obligations by the Borrower and reimbursement of operating expenses, including loan classification expenses	Fee is accrued from the date of delay (excluding penalties) under the bank loan agreement until the overdue principal is repaid. Fee is charged at the moment of payment of overdue principal, from amount of overdue principal on the Loan (excluding penalties)							
3	Failure to execute of the pledge agreement in due time	Late submission of the pledge agreement registered by the relevant authorities in due time	Fee is accrued from the date of expiry of deadline for submission of documents. Fee is charged depending on the type of support program: - fixed amount; - on SBL from principal balance - on NCL from unutilized limit and principal balance of unutilized limit; - - on RCL from limit	non-cash/ cash	not charged	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly	up to 3 months - free of charge, over 3 months 0.1% for each day of violation, but not more than KZT 50,000 per month. At the same time, the maximum amount of fine/penalty shall not exceed 5% of CL/SBL amount	up to 3 months - free of charge, over 3 months 0.1% for each day of violation, but not more than KZT 50,000 per month. At the same time, the maximum amount of fine/penalty shall not exceed 5% of CL/SBL amount, in case of shared construction under Damu Ondiris-II support program no fee shall be charged	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly	up to 3 months - free of charge, over 3 months - 0.1% for each day of violation, but not more than KZT 50,000 per month. At the same time, the maximum amount of fine/penalty shall not exceed 5% of CL/SBL amount
4	Late and/or improper submission of Assessment Report by the Borrower to the Bank	Violation of the term for revaluation of the pledged item results means a failure to submit the pledge documents or a document determining the value of the pledged item in due time								
5	Failure of the Borrower to submit pledged item in due time	Late submission of pledged item by the Borrower represents untimely execution of collateral/ untimely return of documents/ failure to submit in due time the pledge agreement/pledge documents or a document determining the value of pledged item registered by the relevant authorities								
6	Violation of the deadline for pledge replacement	Violation of the deadline for replacing the pledged item represents late registration of the pledged item, failure to submit the pledge agreement/pledge documents registered by relevant authorities or a document determining the value of pledged item within the established deadlines								
7	Failure to execute pledge documents in a timely manner	Violation of the deadline for execution of documents on pledged property represents late submission/return of documents within the established deadlines of pledge agreement/pledge documents registered by relevant authorities or a document determining the value of pledged property								
8	Violation of the procedure and terms of property insurance	Violation of the procedure and terms of property insurance results in compensation of potential losses of the Bank in case of non-fulfillment/improper fulfillment of obligations by the Borrower and reimbursement of operating expenses, including loan classification expenses. At the same time: - if the value for pledge purposes of registrable property subject to insurance exceeds the amount of CL/SBL/loan under CL/principal balance, the fee shall be charged from amount of CL/SBL/loan under CL/principal balance; - if the value for pledge purposes of the registered property subject to insurance is less than amount of CL/SBL/loan under CL/principal balance, the fee shall be charged from value for pledge purposes of collateral subject to insurance.	Fee is charged and calculated on the basis of value for pledge purposes of collateral specified in the pledge agreement or: - on SBL from principal balance; - on NCL from principal balance; - on RCL from limit, on the date of expiration of previous insurance policy.	non-cash/ cash	not charged	up to 30 calendar days of overdue - KZT 0; over 30 calendar days of overdue - 0.36%		up to 30 calendar days of delay - KZT 0; more than 30 calendar days of delay - 0.36% At the same time, the maximum amount of the fine/penalty shall not exceed 5% of the amount of the CL/SBL	up to 30 calendar days of overdue - KZT 0; over 30 calendar days of overdue - 0.36%	
9	Violation of deadline for returning documents during temporary issue from the Bank's storeroom/storage facility	Violation of deadline for return of documents when temporarily issued from storeroom/storage represents late return of issued documents within established time limits	Fee is accrued from the date of expiry of deadline for submission of documents. Fixed amount	non-cash/ cash	not charged	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly	Not charged	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly	up to 3 months - free of charge, over 3 months – KZT 50,000 monthly
10	Failure to ensure safety of property pledged as collateral	For loss, destruction, damage, decrease in value, change of intended use of pledged property through the fault of pledger, as well as in case of termination of pledger's title to	Fee is charged and calculated based on value for pledge purposes specified in pledge agreement.	non-cash/ cash	not charged	10%	10%	10%	10%	10%

11	If customer performs transactions with pledged item in violation of pledge agreement	pledged item on the grounds established by legislative or other binding instruments, if the pledger is at fault								
12	In case of termination of pledger's title to pledged item on the grounds established by legislative or other binding instruments, if pledger is at fault									
13	In case of a change in intended use of property that is the item of pledge	For loss, destruction, damage, decrease in value, change of intended use of pledged property through the fault of pledger, as well as in case of termination of pledger's title to pledged item on the grounds established by legislative or other binding instruments, if the pledger is at fault	Fee is charged and calculated based on value for pledge purposes specified in pledge agreement.	non-cash/ cash	not charged	10%	10%	not charged	10%	10%
14	In case of loss, damage, destruction or substantial reduction of market value of pledged item through the pledger's fault, including redevelopment of pledged item without pledgee's written consent.									
15	Improper use of loan and/or assets acquired from loan proceeds	Violation by Borrower of terms and conditions of loan agreement to use the loan received, including method of utilizing the loan and/or an asset purchased from loan proceeds for inappropriate purpose under the terms and conditions of loan agreement.	Fee is charged in case of identification of violation by the Bank and/or Operator, from amount of inappropriate use of funds	non-cash/ cash	not charged	under subsidy and guarantee programs - 25%	5%	under SMB lending program for manufacturing industry (Damu Ondiris-II) - 15%	25%	5%
						under the Ken-Dala and Agribusiness financing programs for agricultural entities: - 25% of the amount of misappropriated funds; - 15% of the amount of unused (unutilized) borrowed funds; - 5% for violation of obligations regarding the non-cash use of loan funds, charged on the amount of cash used; - 0.05% of the amount of targeted use confirmed late for each day of violation, but not more than 10% of the amount of the loan issued under the program for the development of productive employment and mass entrepreneurship for 2017-2021 – 5%		under the program for development of productive employment and mass entrepreneurship for 2017-2021 - 5 %		
16	Non-fulfilment of terms of agreement/contract	For non-fulfilment of terms and conditions of agreement/contract not specified in clauses of this document	Fee is charged from the Borrower if it is identified that the Borrower does not fulfill terms of agreement/contract not described in the above mentioned clauses. - on SBL from principal balance; - on NCL from principal balance; - on RCL from limit	non-cash/ cash	not charged	0.25%	0.25%	not charged	0.25%	0.25%
17	Untimely utilization of limit	For violation of conditions by the Borrower on utilization of funds under limit in due time, in accordance with terms of support program and/or agreement	Fee is accrued and charged according to terms and conditions specified in financing agreements. Fee is charged from amount of untimely utilized/non-utilized amount of limit	non-cash/ cash	Taxable on transactions related to the provision of credit lines Non-taxable on transactions related to the provision of bank loans	not charged	5%	5%	not charged	5%
18	Failure to provide information/document s required by the Bank on a timely manner	For untimely provision/non-provision of information/documents required by the Bank	Fee is charged from the Borrower if it is identified that the Borrower does not fulfill terms of agreement/contract not described in the above mentioned clauses. - on SBL from principal balance; - on NCL from principal balance; - on RCL from limit	non-cash/ cash	not charged	up to 3 months - free of charge, over 3 months 0.25%, not more than 10 MCI	up to 3 months - free of charge, over 3 months 0.25%, not more than 10 MCI for the product conditional placement of funds for subsequent lending to women's entrepreneurship "Umit" for failure by the final borrower to provide a certificate of completion of training in the basics of entrepreneurship at the European Bank – 5%, but not less than KZT 500,000	up to 3 months - free of charge, over 3 months 0.25%, not more than 10 MCI	up to 3 months - free of charge, over 3 months 0.25%, but not more than 10 MCI	not charged
19	Violation of the terms of the contract/agreement regarding consent to the processing of Personal Data of Data Subjects**	For failure to provide/delay in providing the information/documents requested by the Bank	Fee is charged to the Borrower in the event of non-compliance with the terms of the agreement/contract.	non-cash/ cash	not charged	200 MCI				
20	Violation of contract/agreement concerning consents on Personal Data of Data Subjects**	For failure to fulfill the obligations of the Guarantor/Surety	Fee is charged from the Guarantor/Provider of surety if it is identified that terms of Guarantee/Surety are not fulfilled, for each case of violation: - on SBL from principal balance; - on NCL from principal balance; on RCL from limit	non-cash/ cash	not charged	0.1%				

21	Violation of obligations by the Guarantor/Provider of surety under Guarantee/Surety	For failure to fulfill the obligations of the Guarantor/Surety to pay the Borrower's debt in the event that the Bank demands early fulfillment of obligations	Fee is charged to the Guarantor/Surety in the event of non-fulfillment of the terms and conditions of the Guarantee/Surety for each day of delay from the amount of overdue debt.	non-cash/ cash	not charged	0.1%
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- * Subsidy and/or guarantee programs:
- Nurly zher program;
 - Residential and Communal Infrastructure Development Concepts until 2026;
 - Business Road Map 2020 State Business Support and Business Development Program;
 - Business Road Map 2025 State Business Support and Business Development Program;
 - The National Project on Entrepreneurship Development for 2021-2025;
 - Priority Projects Lending Vehicle;
 - Entrepreneurship Support Program under the Joint Order registered in the State Register of Regulatory Legal Instruments of the Republic of Kazakhstan No.33681 dated 27.11.2023;
 - Entrepreneurship support program for subsidy and guarantee;
 - Program of rendering state support measures for private entrepreneurship to subjects of internal trade.
- ** Subjects of Personal Data are individuals to whom Personal Data are related (including the Borrower's affiliated individuals, Borrower's partners-individuals, participants, Borrower's ultimate owners who are individuals)..

- Note:
- Abbreviations and terminology used in this annex:
 - CL is a credit line (limit/sub-limit), under the credit line it is possible to open sub-limits in the form of a revolving or non-revolving credit line.
 - RKL is a revolving credit line (limit)
 - NCL is a non-revolving credit line (limit)
 - SBL – separate/individual bank loan
 - If an amount of penalty, fee or other payment is not specified in this annex, such penalty, fee and payment shall not be charged for the period of the loan's participation in the support program (charging ban).
 - If several conditions are changed within the framework of one application or statement from the borrower, the fee is calculated as follows:
 - if tariffs for each change are different, maximum calculated amount is taken into account and charged.
 - if tariffs are the same for all changes, fee is charged as per a change.
 - Under support programs not mentioned in this annex, tariffs are applied in accordance with tariffs of the Bank's own programs, unless otherwise provided by the terms and conditions of a specific support program. Exceptions, if any, will be specified in the terms and conditions of the support program before approval of tariffs.
 - If a loan participates in several Support Programs, amount of penalty, fee and/or other payments shall be set at the lowest of the applicable tariffs. If one of the support programs prohibits the charging of such payments, such payments shall not be charged.