

BONUS CLUB RULES FOR MERCHANTS

Definitions, Terms and Concepts

Unless otherwise explicitly stated in the text of these Rules, the terms and concepts used herein shall have the following meanings:

1) **Bank** – JSC Halyk Bank, an organizer of the Bonus Club that determines the Bonus Club Rules and together with participants concludes a project participation agreement acting as an issuer, and assumes obligations to record and coordinate bonuses, communicate with customers, provide advertising support of the Merchant, etc.

2) **bonus** – the customer's funds received from the Merchant or from the Bank as a result of the provision of a deferred discount. 1 (one) bonus is equal to 1 (one) tenge. Bonuses are not money.

3) **Bonus Club** is a product of the Bank that unites Merchants and allows servicing cardholders of the Bank on the terms set forth in these Rules.

4) **bonus account** – a non-bank account, which is opened by the Bank for each customer at the time of the card issue and on which the Bank keeps records and transactions on bonuses: awarding, spending, recovery, debiting and active balance.

5) **return of purchase** is a non-cash transaction initiated by the customer to return a product earlier purchased using a card, and which is accompanied by a refund to the customer's bank account from the current Merchant's account.

6) **reward** – a deferred discount and/or a coupon.

7) **recovery of bonuses** is an operation initiated by the Bank in accordance with the Rules, which is carried out in the event of a return of a purchase that has been fully or partially paid with bonuses. This operation generates a decrease in the amount of money on the Partner's account and the crediting of bonuses to the customer's bonus account.

8) **interchange of bonuses** – an exchange of bonuses initiated by a customer who has bonuses, for bonuses of the Merchant, or vice versa, through the loyalty program of the Merchant or the Bank;

9) **campaign** is a condition for providing rewards by the Partner;

10) **card** – a payment card issued by the Bank, which allows the customer to purchase goods/services in a non-cash manner and perform other operations.

11) **customer** – an individual, a cardholder, who has entered into an accession agreement with the Bank for the issue and maintenance of a payment card, a user of the Homebank financial portal and/or served by the Bank on any product or service;

12) **coupon** – a message printed on a receipt for the customer, which is either for informational purposes or indicates the possibility of the customer to get from the Merchant any free goods and/or services determined and provided by the Merchant independently. The coupon is provided when making a purchase using the card at the expense of the customer. The Merchant independently, without the participation of the Bank, shall consider the customers' claims regarding the coupons (including, but not limited to, provision and replacement of the goods and/or services provided under the coupon). If, following the provision (or non-provision) by the Merchant of the coupon (as well as goods and/or services thereunder), the customer incurs losses, the Merchant undertakes to compensate the Bank for such losses in an indisputable manner and in full. The Merchant shall prepare the coupon text in agreement with the Bank.

13) **bonus awarding** – crediting of bonuses to the customer's bonus account in accordance with the Rules, including the terms of Annex 1 or Annex 2 hereto, as a result of a purchase made by the Customer with a Partner. This operation increases the balance of bonuses on the bonus account of the customer and decreases the amount of money on the Partner's account by the amount of the deferred discount.

14) **deferred discount** – money (percentage of the transaction amount) withheld by the Bank from the amount to be transferred to the current account of the Merchant in payment for goods/services paid with the card at the expense of the customer.

15) **equipment** – a POS terminal, electronic terminal, QR code, Halyk Pos mobile app, and other equipment installed with the Merchant, through which an operation is carried out by reading information from a microprocessor on the card;

16) **loyalty program** – an operating program of the Bank and/or the Merchant, within which the Bank and/or the Merchant provides bonuses/cashback to the Bank customers, aimed at increasing customer loyalty, increasing the number of regular customers and attracting new ones;

17) **Partner** – a Merchant that has concluded with the Bank the Supplementary Agreement to the Merchant Acquiring Accession Agreement "On Procedure for Servicing Bank Customers within Loyalty Program", including a Merchant or an international company that have concluded with the Bank the

agreement on mutual cooperation within the loyalty program. The current list of the Bonus Club Partners is posted on the website halykbank.kz.

18) **Purchase** – a non-cash transaction initiated by the customer using a card for payment for goods, works and services provided by the Merchant, which is accompanied by the debiting of money from the customer's current account in the card base of the customer to the Merchant account.

19) **Rules** – these rules of the Bonus Club for Merchants posted on the Bank's website <https://halykbank.kz/>, which determine the procedure for awarding, spending, writing off and recovering Bonuses, including on the basis of marketing campaigns carried out by the Bank and the Partner.

20) **Merchant** – a legal entity or an individual engaged in entrepreneurial activity with no corporate status, and accepting cards for making a cashless payment to pay for goods and/or services and works provided thereby.

21) **service provider** – a legal entity, sole proprietor, peasant (farm) household, private bailiff, private notary, lawyer, professional mediator, in favor of which the payment is made by an individual with whom the Bank has concluded a relevant accession agreement on provision of payment receipt and transfer services;

22) **bonus write-off** is an operation initiated by the Bank in accordance with the Rules, which is formed through a purchase operation, fully or partially paid with bonuses. This operation generates a decrease in bonuses on the customer's bonus account and crediting funds to the Partner's account.

23) **customer funds** – funds on the customer's current account in the card base (excluding bonuses).

24) **Partner/Merchant current account** – a bank current account opened by the Bank, specified in the agreement concluded between the Bank and the Partner/Merchant for mutual settlements with customers and the Bank under transactions provided for by the legislation of the Republic of Kazakhstan, including crediting and debiting money in the form of a deferred discount;

25) **transaction** – an operation carried out through the card to purchase goods/services or to obtain information on the current account in the cardholder's card base, which results in debiting or crediting of the current account in the cardholder's card base;

26) **bonus spending** – a transaction that results in payment using the bonuses for the goods/services made through the equipment in the network of Partners or Service Providers in the Homebank financial portal. As a result of this transaction, the amount of bonuses on the bonus account is reduced and money is credited to the account of the Partner or Service Provider;

27) **Homebank financial portal** – an electronic system controlled by the Bank for the customers to send instructions to make card and other transactions through bank kiosks, computer networks, telephone and/or mobile communication, used to make payments and money transfers, as well as to make other transactions on the terms and in the manner determined by the Bank. Access to the financial portal is provided to individuals from the website www.homebank.kz;

28) **MCC code (MCC, Merchant Category Code)** – the code of the type of activity of the point of sale. It is a four-digit number and is used in the bank card industry to classify goods/services provided by the Merchant by the type of their activity;

29) **RRN (Reference number)** – 12-digit unique transaction *number* in the card base, which is required to identify the transaction.

30) **XLS TRX id** – a unique transaction number in the bonus system, which is required to identify the transaction.

Chapter 1. Introduction

1. The Bank creates the Bonus Club acting as the organizer. Merchants that provide customers with bonuses, instant discounts, coupons, etc. on Bank's payment cards become partners of the Bonus Club.

2. To join the Bonus Club, the Merchant concludes with the Bank a Supplementary Agreement to the Merchant Acquiring Accession Agreement or a Supplementary Agreement to the Internet Acquiring Accession Agreement "On Procedure for Servicing Bank Customers within Loyalty Program", and accepts these Rules and undertakes to comply with them.

3. The Bonus Club operates in the territory of the Republic of Kazakhstan in the network of the Bonus Club Partners for awarding bonuses from the Merchants and without territorial restrictions when awarding bonuses/cashback from the Bank. The Bonus Club is also available within the network of service providers in Homebank – Internet banking for individuals. The Bonus Club is not limited in time for Partners.

4. The bonus club is not limited in time for customers when bonuses are provided by the Partners.

5. The Bank reserves the right to amend or cancel these Rules, including the structure of accumulation and use of bonuses, and/or terminate the Bonus Club as a whole at any time.

6. These Rules establish the procedure for interaction between the Bank, Partners and customers within the Bonus Club, and regulate the rights and obligations of the Bank and Partners.

7. Bonuses are provided by the Partner, when the customer makes a transaction using the Bank's payment card at the Partner's point of sale in the online store. Bonuses are awarded to the customer in the amount specified in the Supplementary Agreement to the Merchant Acquiring Accession Agreement or in the Supplementary Agreement to the Internet Acquiring Accession Agreement "On Procedure for Servicing Bank Customers within the Loyalty Program", as per Annexes 1 and 2 to these Rules (hereinafter the "Supplementary Agreements").

8. Bonuses are not awarded, if the customer makes a transaction using bonuses.

9. These Rules are open information and do not constitute banking secrecy. The Bank provides these Rules for familiarization with the terms of participation in the Bonus Club on the Bank's website.

10. Disclosure of information does not mean its mandatory distribution through the media.

11. Notifications about changes in the Bonus Club become valid upon being published on the Bank's website <https://halykbank.kz/>, and imply familiarization, agreement with the Rules and the terms and conditions of participation in the Bonus Club as a whole.

12. All Partners of the Bonus Club agree with the possibility of receiving and using the bonuses by the customer with any Merchant being the Bonus Club Partner.

13. The Partner shall give its consent to the Bank for the withdrawal, by direct debiting, of money from the bank accounts of the Merchant as a deferred discount in other events provided for by these Rules and the Supplementary Agreements.

Chapter 2. Rights and Obligations of the Partner

14. The Partner may:

1) determine its own type of campaign and the amount of bonus awarding within the types of loyalty programs offered by the Bank;

2) change the type of the bonus awarding campaign (as agreed with the Bank), having notified the customers on a compulsory basis through its own communication channels (announcements in selling areas)

3) run its own campaigns to promote the Bonus Club as agreed with the Bank;

4) receive marketing information about customer groups;

5) upon any objections to the operations of awarding, crediting and debiting money/bonuses, send a written request to the Bank no later than ten calendar days from the date of the disputed operation;

6) refuse to participate in the Bonus Club;

7) exercise the rights stipulated by the Merchant Acquiring Accession Agreement and/or Internet Acquiring Accession Agreement.

15. The Partner shall:

1) inform customers about the possibility and conditions of participation in the Bonus Club;

2) upon purchase of goods/services, provide bonuses to customers when they make payments using payment cards;

3) connect all the equipment of the Bank to the loyalty program;

4) regularly conduct personnel training or initiate training through the Bank (Annex 3 to the Rules);

5) in case of amendments or modifications to the terms of awarding bonuses, inform customers thereon through its own communication channels (announcements in selling areas);

6) provide the Bank with the terms of awarding bonuses and inform the Bank about amendments/modifications thereto;

7) accept bonuses as a means of payment for customers' goods/services

8) place advertising materials on the territory of points of sale and on official websites, having previously agreed on the material with the Bank;

9) conduct card transactions only through the equipment provided by the Bank under the Merchant Acquiring Accession Agreement and/or Internet Acquiring Accession Agreement;

10) unconditionally reimburse all expenses and legal costs incurred by the Bank through the fault of the Partner;

11) provide advertising information about the campaign should the Bank require it;

12) notify the Bank about changes in the address, contacts and other details of points of sale in order to reflect the current information about the Partner on the Bank's website <https://www.halykbank.kz/>.

Chapter 3. Rights and Obligations of the Bank

16. The Bank may:

1) refuse the Partner to conduct settlement operations with bonuses in the following cases:

- absence of an electronic document confirming the operation;
- there is doubt that the transaction was made by the customer;
- the operation carried out by the customer contradicts the Rules or the procedure for conducting this operation established by the Bank;
- there are not enough bonuses on the customer's bonus account to conduct the operation;
- 2) not execute the payment document of the Merchant in case of detection at any stage of errors and inaccuracies made by the Merchant during its execution, or if the Merchant fails to submit documents (information) in support of the basis for payment in cases where the submission of such documents (information) is stipulated by the legislation of the Republic of Kazakhstan;
- 3) amend the Rules, with the obligatory notification of the Partner by publishing information about amending the Rules in the manner prescribed by clause 11 hereof;
- 4) close the Bonus Club;
- 5) upon non-awarding or incorrect awarding of bonuses from the Partner as a result of a technical error in the software or as a result of incorrect configuration of the equipment, write off without notice the money in the amount of bonuses from the Partner's current account and credit bonuses from the Partner to the customer's bonus account in the amount subject to be awarded;
- 6) organize marketing campaigns within the Bonus Club aimed at promoting sales;
- 7) require the Partner to properly fulfill its obligations under the Supplementary Agreement to the Merchant Acquiring Accession Agreement and the Supplementary Agreement to the Internet Acquiring Accession Agreement "On Procedure for Servicing Bank Customers within the Loyalty Program" and according to the Rules;
- 8) make amendments and modifications to the Partner's advertising material;
- 9) place the information about the Partner in the list of Partners on the Bank's website halykbank.kz and on other media.

17. The Bank shall:

- 1) credit bonuses to the customer's bonus account upon transactions being made in compliance with all conditions and rules;
- 2) ensure the spending of bonuses within the network of Partners and in the network of service providers in Homebank – Internet banking for individuals;
- 3) in case of exercising its right stipulated by paragraph 16.5 of these Rules, the Bank shall provide the Partner with a written notification indicating the date and time of purchase, the purchase amount, encrypted card number, RRN number of the purchase, address and name of the store, the amount of bonuses credited to the customer's bonus account, the Partner's account number and the amount of money debited, and signed by an authorized person of the Bank;
- 4) notify Partners about amendments and modifications to the Rules;
- 5) deduct bonuses awarded for the purchase of a product/service from the customer's bonus account in case the customer returns this product/service of the Partner;
- 6) make all settlements with the customer and the Partner upon closing of the Bonus Club;
- 7) provide free training of the Partner's personnel at the workplace;
- 8) accept for execution the applications for cancellation of the Bonuses awarded by mistake;
- 9) post information about the Partner on the Bank's website;
- 10) in case of a decision to close the Bonus Club, notify the Partner thereon no later than 60 (sixty) calendar days before the closing date. In this case, from the moment the announcement about the closure of the Bonus Club is submitted, the bonus awarding operations shall be terminated.

Chapter 4. Liability of the Parties

18. The Bank shall be liable for an erroneously performed operation of crediting or debiting bonuses. The liability of the Bank in this case shall be limited to the cancellation of an erroneously performed operation.

19. The Bank shall not be liable for:
erroneous or fraudulent actions of the Partner's employees for the calculation and awarding of bonuses;
consequences of the Partner's untimely application for the return of erroneously awarded bonuses.

20. The Partner shall be liable for:

- 1) for non-fulfillment/improper fulfillment of claims that may be filed as the consequences of untimely application to the Bank for the return of erroneously awarded bonuses;
- 2) for incomplete reimbursement of expenses and legal costs incurred by the Bank through the fault of the Partner.

Chapter 5. Submission of Claims and Dispute Resolution

21. If there are any objections to the bonuses awarded and spent, the Partner may submit a written request to the Bank within 10 (ten) calendar days from the date of the operation. If within the specified period the Bank does not receive objections to operations, then those operations shall be deemed confirmed, and subsequently, the claims from the Partner regarding these operations shall not be subject to consideration/satisfaction.

22. Documents on operations for the purchase of goods/services from the Partner drawn up when performing the operation shall be attached to the request to confirm the arguments stated therein.

23. The Bank shall take measures to resolve disputed issues within 30 (thirty) calendar days from the date of receipt of the request.

24. All disputes and disagreements between the Bank and the Partner regarding the execution of these Rules shall be resolved through negotiations. If it is impossible to settle disputes and disagreements through negotiations, the dispute shall be referred to a court of general jurisdiction at the location of the Bank for consideration in accordance with the current legislation of the Republic of Kazakhstan.

Chapter 6. Procedure for Making Amendments and Modifications to the Rules

25. Amendments and modifications to these Rules shall be made at the initiative of the Bank.

26. Amendments and modifications made by the Bank to these Rules shall come into force from the date as established by the Bank.

27. Once they enter into force, any amendments and modifications to the Rules shall equally apply to all those who have acceded to the Rules, including those who acceded to the Rules earlier than the date the amendments entered into force.

28. If the Partner does not agree with the amendments or modifications made by the Bank to the Rules, the Partner may refuse to participate in the Bonus Club.

Chapter 7. Repudiation of the Rules

29. The Partner may refuse to accede to these Rules. In this case, the Partner is obliged to notify the Bank of the withdrawal from the Bonus Club, by sending an application for disconnection from the Bonus Club at least 30 (thirty) calendar days before the withdrawal date (Annex 4 hereto).

30. If the Partner refuses to participate in the Bonus Club, the customer shall not be awarded with bonuses and spend bonuses on transactions made using the card. The customer may use bonuses previously received from this Partner to pay for the purchase of goods/services using a payment card in the network of other Partners.

31. Upon termination of the Supplementary Agreement to the Merchant Acquiring Accession Agreement and/or the Supplementary Agreement to the Internet Acquiring Accession Agreement "On Procedure for Servicing Bank Customers within the Loyalty Program", the Parties shall make mutual settlements within the Bonus Club. In this case:

- 1) bonuses previously awarded by the Partner to customers shall not be returned and may be spent thereby with any other Partner;
- 2) upon reorganization of one of the Parties, all rights and obligations shall be transferred to its legal successor.

Bank Details:

JSC Halyk Bank
40, Al-Farabi Av., Almaty, Republic of Kazakhstan
BIN 940140000385
Phone: + 7 (727) 259-07-77 (Almaty)
8 8000 8000 59 (toll-free number across Kazakhstan)

SUPPLEMENTARY AGREEMENT NO. __
to the Merchant Acquiring Accession Agreement
“On Procedure for Servicing Bank Customers within the Loyalty Program”

Almaty

_____ 202__

Joint Stock Company Halyk Savings Bank of Kazakhstan (hereinafter the “Bank”), represented by _____, acting by virtue of the Power of Attorney No. ____ dated _____, for the one part, and _____ (hereinafter the “**Merchant**” or “**Partner**”), represented by _____ acting by virtue of the _____, for the other part, hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”, have entered into this Supplementary Agreement No. __ to the Merchant Acquiring Accession Agreement, to which the Merchant acceded on ____ 20__ (hereinafter the “**Agreement**”), as follows:

1. This Supplementary Agreement shall use the terms as determined by the Agreement, the Rules, as well as the following terms:

Bonus – the customer’s funds received from the Merchant as a result of the provision of a Deferred Discount. 1 (one) Bonus is equal to 1 (one) tenge;

Bonus Club – a product of the Bank that unites Merchants and allows servicing cardholders of the Bank on the terms set forth in the Rules;

Reward – a Deferred Discount and/or a coupon;

Campaign – conditions for providing Rewards;

Deferred Discount – money (percentage of the Transaction amount) withheld by the Bank from the amount to be transferred to the Current Account of the Merchant in payment for goods/services paid with the Card at the expense of the Customer;

Rules – the Bonus Club Rules for Merchants posted on the Bank’s website <https://halykbank.kz/>, which determine the procedure for awarding, spending, writing off and recovering Bonuses, including on the basis of marketing campaigns carried out by the Bank and the Partner.

2. This Supplementary Agreement establishes the conditions for the Merchant to enter the Bonus Club, and for its interaction with the Bank within the Bonus Club.

3. After the conclusion of this Supplementary Agreement, the Merchant will be a Partner of the Bonus Club until its termination.

4. The Merchant hereby agrees to provide customers with a Deferred Discount in the event provided for by this Supplementary Agreement and the Rules.

5. The Merchant hereby fully agrees with the Rules of the Bonus Club for Merchants posted on the Bank’s website <https://halykbank.kz/>, and undertakes to comply with them. The Bonus Club Rules for Merchants form an integral part of this Supplementary Agreement.

6. In the event of making a transaction using the Bank Card or a QR code with the Partner, at the expense of the cardholder, the Bank shall transfer money to the Partner’s current account net of the Deferred Discount established by annex to this Supplementary Agreement, and net of the Bank’s fee established by the Merchant Acquiring Accession Agreement. At the same time, in the cases specified in the annex hereto, the Cardholder may also be provided with a coupon.

7. In the event of making a Transaction using a Card or a QR-code* with the Partner at the expense of Bonuses, the Bank shall transfer money to the Partner’s current account in accordance with the Agreement (that is, net of the Bank’s fee established by the Merchant Acquiring Accession Agreement (without providing a Deferred Discount).

8. In the event of making a Transaction using a Card or a QR-code* with the Partner, partly at the expense of the Cardholder and partly at the expense of bonuses, the Bank shall transfer money to the Partner’s current account in the following order:

1) a part of the amount of Transaction made at the expense of the Cardholder is transferred in accordance with clause 6 hereof (with a Deferred Discount being provided). At the same time, in the cases established by the Supplementary Agreement, the Cardholder may also be provided with a coupon;

2) a part of the amount of Transaction made at the expense of Bonuses is transferred in accordance with clause 7 hereof (with no Deferred Discount being provided).

9. In case several conditions for the Deferred Discount provision coincide with each other when providing services to cardholders with a Partner, the amounts of the Deferred Discount to be provided are summed up.

10. In case of non-awarding or incorrect awarding of bonuses with the Partner resulting from technical error in the software, or from incorrect equipment settings, the Bank is entitled to write off money from the Partner's current account, by direct debiting, to which the Partner gives its unconditional consent, and credit the Partner bonuses to the customer's bonus account in the amount subject to awarding.

11. This Supplementary Agreement has been executed in two copies each having equal legal force, one copy for each of the Parties, and shall come into force upon customizing by the Bank of the technical settings for the bonus awarding.

12. Each of the Parties is entitled to unilaterally repudiate this Supplementary Agreement by sending the other Party a corresponding written notice 30 (thirty) calendar days prior to the expected day of such repudiation.

13. By signing this Supplementary Agreement, all Partners of the Bonus Club agree to the receiving and using the Bonus Card by the Cardholder with any of the Merchants being the Bonus Club Partner. The Merchant hereby joins the Bonus Club, accedes to the Rules, and expresses its unconditional consent to the provisions of this clause of the Supplementary Agreement.

14. This Supplementary Agreement shall terminate after all mutual settlements hereunder have been made between the Parties.

15. The remaining provisions of the Agreement not affected hereby shall remain in force, and the Parties hereby confirm their obligations thereunder.

16. Any amendments to this Supplementary Agreement shall be executed in the form of the Supplementary Agreement and have legal force only if signed by both Parties.

Bank: JSC Halyk Bank 40, Al-Farabi Ave., Almaty, Republic of Kazakhstan BIN: 940140000385 BIC: JSC Halyk Bank HSBKKZKXIIK KZ766010002203065577 Residency indicator: 1 Economy sector: 4 Tel. For and on behalf of the Bank _____ _____ _____ seal	Merchant: _____ _____ St., Almaty, Republic of Kazakhstan BIN/IIN: _____ Current account No. KZ _____ Bank: JSC _____ BIC: _____ Economy sector code: _____ Residency indicator: 1 Tel.: (727) _____ For and on behalf of the Merchant _____ _____ seal
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* The execution of a Transaction by a customer using a QR code with a Partner at the expense of Bonuses is valid from the date of technical implementation by the Bank.

Annex
to the Supplementary Agreement No.____
to the Merchant Acquiring Accession Agreement
“On Procedure for Servicing Bank Customers within the Loyalty Program”

Almaty

_____ 202_

Bonus Agreement

The Bank and the Merchant in accordance with Supplementary Agreement No.____ to the Merchant Acquiring Accession Agreement “On Procedure for Servicing Bank Customers within the Loyalty Program” dated _____ 202_ (hereinafter the “Supplementary Agreement”) have agreed as follows:

1. This annex shall use the terms determined in accordance with the Agreement, the Supplementary Agreement to the Merchant Acquiring Accession Agreement, and the Bonus Club Rules for Merchants.

2. The following points of sale of the Merchant shall provide a Reward when servicing the Cardholders of the Bank.

3. Conditions for granting a Deferred Discount:

1) _____% permanent reward of the transaction amount;

2) _____% of the transaction amount _____ tenge;

3) _____% reward of the transaction amount on the following types of cards:
_____;

4) awarding bonuses on certain days of the week or days of the month, and/or at certain time of the day: from _____ to _____ (inclusive) _____% of the reward;

5) other conditions: _____

4. Additional conditions:

5. Name of the Merchant’s point of sale/Internet resource and address of the point of sale/URL address: _____

Bank: JSC Halyk Bank 40, Al-Farabi Ave., Almaty, Republic of Kazakhstan BIN: 940140000385 BIC: JSC Halyk Bank HSBKKZKXIIK KZ766010002203065577 Residency indicator: 1 Economy sector: 4 Tel. For and on behalf of the Bank _____ _____ seal	Merchant: _____ _____ St., Almaty, Republic of Kazakhstan BIN/IIN: _____ Current account No. KZ _____ Bank: JSC _____ BIC: _____ Economy sector code: _____ Residency indicator: 1 Tel.: (727) _____ For and on behalf of the Merchant _____ _____ seal
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SUPPLEMENTARY AGREEMENT NO. ____
to the Internet Acquiring Accession Agreement
“On Procedure for Servicing Bank Customers within the Loyalty Program”

____ 202_

Joint Stock Company Halyk Savings Bank of Kazakhstan (hereinafter the “Bank”), represented by _____, acting by virtue of the Power of Attorney No. ____ dated _____, for the one part, and _____ (hereinafter the “Merchant” or “Partner”), represented by _____ acting by virtue of the _____, for the other part, hereinafter collectively referred to as the “Parties”, and individually as stated above or as a “Party”, have entered into this Supplementary Agreement No. ____ to the Internet Acquiring Accession Agreement, to which the Merchant acceded on ____ 20__ (hereinafter the “Agreement”), as follows:

1. This Supplementary Agreement shall use the terms as determined by the Agreement, the Rules, as well as the following terms:

Bonus – the customer’s funds received from the Merchant as a result of the provision of a Deferred Discount. 1 (one) Bonus is equal to 1 (one) tenge;

Bonus Club – a product of the Bank that unites Merchants and allows servicing cardholders of the Bank on the terms set forth in the Rules;

Campaign – conditions for providing Rewards;

Deferred Discount – money (percentage of the Transaction amount) withheld by the Bank from the amount to be transferred to the Current Account of the Merchant in payment for goods/services paid with the Card at the expense of the Customer;

Rules – the Bonus Club Rules for Merchants posted on the Bank’s website <https://halykbank.kz/>, which determine the procedure for awarding, spending, writing off and recovering Bonuses, including on the basis of marketing campaigns carried out by the Bank and the Partner.

2. This Supplementary Agreement establishes the conditions for the Merchant to enter the Bonus Club, and for its interaction with the Bank within the Bonus Club.

3. After the conclusion of this Supplementary Agreement, the Merchant will be a Partner of the Bonus Club until its termination.

4. The Merchant hereby agrees to provide customers with a Deferred Discount in the event provided for by this Supplementary Agreement and the Rules.

5. The Merchant hereby fully agrees with the Rules of the Bonus Club for Merchants posted on the Bank’s website <https://halykbank.kz/>, and undertakes to comply with them. The Bonus Club Rules for Merchants form an integral part of this Supplementary Agreement.

6. When making Transactions, the Merchant shall provide the Cardholder with Bonuses: a Deferred Discount in the amount and on the terms set forth in the annex to this Supplementary Agreement. In case of a change in the conditions for the provision and the amount of Bonuses, the Parties shall sign a new (updated) version of the Supplementary Agreement.

7. In the event of making a transaction using the GoCard details or a QR code with the Merchant, at the expense of the Cardholder’s funds, the Bank shall transfer money to the Merchant’s current account net of the Deferred Discount established by annex to this Supplementary Agreement, and net of the Bank’s fee established by the Internet Acquiring Accession Agreement.

8. In the event of making a Transaction using the GoCard details or a QR-code* with the Merchant at the expense of bonuses, the Bank shall transfer money to the Merchant’s current account in accordance with the Agreement (that is, net of the Bank’s fee established by the Internet Acquiring Accession Agreement, without providing a Deferred Discount).

9. In case of non-awarding or incorrect awarding of bonuses from the Merchant resulting from technical error in the software, or from incorrect equipment settings, the Bank is entitled to write

off money from the Merchant's current account, by direct debiting, to which the Merchant gives its unconditional consent, and credit the Merchant bonuses to the customer's bonus account in the amount subject to awarding.

10. This Supplementary Agreement has been executed in two copies each having equal legal force, one copy for each of the Parties, and shall come into force upon customizing by the Bank of the technical settings for the bonus awarding.

11. Each of the Parties is entitled to unilaterally repudiate this Supplementary Agreement by sending the other Party a corresponding written notice 30 (thirty) calendar days prior to the expected day of such repudiation.

12. By signing this Supplementary Agreement, all Partners of the Bonus Club agree to the receiving and using the Bonus Card by the Cardholder with any of the Merchants being the Bonus Club Partner. The Merchant hereby joins the Bonus Club, accedes to the Rules, and expresses its unconditional consent to the provisions of this clause of the Supplementary Agreement.

13. This Supplementary Agreement shall terminate after all mutual settlements hereunder have been made between the Parties.

14. The remaining provisions of the Agreement not affected hereby shall remain in force, and the Parties hereby confirm their obligations thereunder.

15. Any amendments to this Supplementary Agreement shall be executed in the form of the Supplementary Agreement and have legal force only if signed by both Parties.

Bank: JSC Halyk Bank 40, Al-Farabi Ave., Almaty, Republic of Kazakhstan BIN: 940140000385 BIC: JSC Halyk Bank HSBKKZKXIIK KZ766010002203065577 Residency indicator: 1 Economy sector: 4 Tel. For and on behalf of the Bank _____ _____ seal	Merchant: _____ _____ St., Almaty, Republic of Kazakhstan BIN/IIN: _____ Current account No. KZ _____ Bank: JSC _____ BIC: _____ Economy sector code: _____ Residency indicator: 1 Tel.: (727) _____ For and on behalf of the Merchant _____ _____ seal
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* The execution of a Transaction by a customer using a QR code with a Partner at the expense of Bonuses is valid from the date of technical implementation by the Bank.

Annex
to the Supplementary Agreement
to the Internet Acquiring Accession Agreement
“On Procedure for Servicing Bank Customers within the Loyalty Program”

_____ 202_

The Bank and the Merchant in accordance with Supplementary Agreement No.____ to the Internet Acquiring Accession Agreement “On Procedure for Servicing Bank Customers within the Loyalty Program” dated _____ 202_ (hereinafter the “Supplementary Agreement”) have agreed as follows:

1. This annex shall use the terms determined in accordance with the Agreement, the Supplementary Agreement, and the Bonus Club Rules.

2. The following points of sale of the Merchant shall provide:

No.	Name of the Merchant’s point of sale, Internet resource	Campaign
1	www._____	BASIC CAMPAIGN 1

Rewarding procedure when providing services to the Cardholder.

3. Conditions and amount of the Deferred Discount:

3.1. Basic Campaign 1

No.	Condition	Description
1.	Campaign duration	from_____ to _____ 20____
2.	The reward is provided for the amount of the transaction	Determined according to the established scenario
3.	Filters available: yes/no	No
<i>Scenarios (at least one) and rewards thereunder</i>		
4.	Scenario 1 Minimum amount of transaction KZT _____ (_____)	Deferred discount: _____ % of the transaction amount

4. In case several conditions for the Deferred Discount provision coincide with each other when providing services to cardholders with a Merchant, the amounts of the Deferred Discount to be provided are summed up.

Bank: JSC Halyk Bank 40, Al-Farabi Ave., Almaty, Republic of Kazakhstan BIN: 940140000385 BIC: JSC Halyk Bank HSBKKZKXIIK KZ766010002203065577 Residency indicator: 1 Economy sector: 4 Tel. For and on behalf of the Bank _____ _____ seal	Merchant: _____ _____ St., Almaty, Republic of Kazakhstan BIN/IIN: _____ Current account No. KZ _____ Bank: JSC _____ BIC: _____ Economy sector code: _____ Residency indicator: 1 Tel.: (727) _____ For and on behalf of the Merchant _____ _____ seal
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Memo for Employees of the Bonus Club Partner

POS Terminal Operation Memo for the Cashier

All actions of the cashier on operating the POS terminal, which are not described in this Memo, are performed thereby in accordance with the annexes to the Merchant Acquiring Accession Agreement (Instructions for cardholder service and Instructions for operating the POS terminal (POS terminal manual)).

1. The cashier must know that:

1) only payment cards issued by JSC Halyk Bank participate in the Bonus Club;
2) payment cards of Halyk Bank should be serviced only through POS terminal installed by Halyk Bank;

3) holders of Halyk Bank payment cards are awarded with bonuses for their purchases;
4) holders of Halyk Bank payment cards can pay for purchases with accrued bonuses.

2. The list of operations conducted via POS terminal with the Partner's point of sale:

1) payment for goods (services) from current account in the card base of the payment card holder with bonuses awarded for the purchased goods (services);
2) payment for the goods (service) with bonuses;
3) cancellation of the purchase;
4) getting a balance on bonuses.

3. The list of required actions to work with bonuses:

The **"Purchase"** mode is selected upon payment for goods with a payment card. After selecting this mode, a menu is displayed as follows:

- The **"Next"** mode is selected if the buyer pays for the product (service) with a payment card;
- The **"GoCard"** mode is selected if the customer pays for the product (service) with bonuses, and to view the balance of bonuses. (Attention! It is necessary to explain to the customer that additional bonuses are not awarded when paying for goods/services with bonuses).

The **"Cancel"** mode allows to cancel the "Purchase" operation with the bonuses the customer earned when purchasing the goods being withdrawn from the customer's bonus account.

4. Merchant – a Partner of the Bonus Club appoints a coordinator (the "Coordinator") responsible for the Partner's work in the Bonus Club, and for interaction with the Bank.

Coordinator's actions:

1) distributes advertising materials to the Merchants;
2) monitors the availability of promotional products;
3) notifies the Bank in advance about the need for promotional products;
4) places a standard ad in all selling areas of the Merchant;
5) advises customers and new employees on Partner's participation in the Bonus Club.

5. Cashier's actions:

1) offers each customer to be serviced with a payment card of Halyk Bank;
2) informs all customers about the possibility of receiving bonuses only on cards of Halyk Bank;
3) gives a leaflet to each customer with a receipt, or puts the leaflet in packages with the purchased goods;
4) informs customers about the possibility of paying for goods/services with bonuses;
5) upon payment with bonuses or at the request of the customer, informs about the amount of the bonus account balance;

On a compulsory basis, conducts a transaction using Halyk Bank cards through the POS terminal of Halyk Bank.

To:

(full name)
Director of _____ Branch, JSC Halyk Bank

From: _____
(full name)

(title)

Application for Disconnection from the Bonus Club

_____ (legal name of your entity) hereby asks you to terminate [Supplementary Agreement to Merchant Acquiring Accession Agreement] [Supplementary Agreement to Internet Acquiring Accession Agreement] “On Procedure for Servicing Bank Customers within the Loyalty Program” No. _____ dated ____ 202__ and disconnect from the Bonus Club starting ____ 20__

IIN/BIN	
Trade name	
Point of sale address	
Contract number	

The fulfillment of all obligations in case of disconnection from the Bonus Club in accordance with the Supplementary Agreement to the Merchant Acquiring Accession Agreement or to the Internet Acquiring Accession Agreement “On Procedure for Servicing Bank Customers within the Loyalty Program” and the Bonus Club Rules is hereby guaranteed.

_____ (Date)

_____ (Director’s signature)

_____ (Director’s full name)

_____ (title)

Seal