[Model form of the General Credit Agreement - application for accession to the Standard Terms of a non-business bank loan (accession agreement), Loan Applications

Approved by:

the Minutes of the Board of Directors No. 110-24 dated October 31, 2024

Decision of the Board of Directors No. 06/12/24-01 dated December 6, 2024

General Credit Agreement No.

____ city

[Joint-Stock Company «First Heartland Jusan Bank»] (hereinafter referred to as the Bank), on behalf of which *last name, first name, patronymic acts* on the basis of *the document*,

last name, name, patronymic (hereinafter referred to as the Client), [on whose behalf *last name, first name, patronymic is acting* on the basis of *the document*,]

If there are other Clients, please indicate them under the appropriate numbers.

[*last name, first name, patronymic* (hereinafter referred to as the Co-Borrower), [on whose behalf *last name, first name, patronymic is acting* on the basis of *the document*,]]

If there are other Co-Borrowers, indicate them under the appropriate numbers.

[(hereinafter collectively referred to as the Client),] have entered into this General Credit Agreement, which is an application for accession to the [Standard Terms and Conditions of a Non-Business Bank Loan (Accession Agreement), approved by the Bank's Management Board Minutes No. _____ dated _____ 2024, and published for review by the Client on specified in clause 1.3. of the accession agreement on the official Internet resource of the Bank, as well as in the Bank's mobile application] (hereinafter referred to as the Agreement), on the following:

1. Subject and general conditions of the Agreement

1.1. The Client accedes in general to the terms of the accession agreement determined by the Bank and offered to the Client under the credit line opened by the Bank for the Client, within the framework of which he/she has the right to submit an application for a loan.

In this case, the Client does not have the right to demand termination of the Agreement, since the accession agreement does not deprive the Client of the rights usually granted under bank loan agreements, does not exclude or limit the Bank's liability for breach of obligations, and does not contain other conditions that are clearly burdensome for the Client, which the Client, based on its reasonably understood interests, would not accept if the Client had the opportunity to participate in determining the terms of the accession agreement.

1.2. Date of conclusion of the Agreement : _____ 20 ___.

1.3. Amount and currency of the credit line: ______, including:

1.3.1. renewable part : _____;

1.3.2. non-renewable part : ______.

1.4. Credit line term: [_____.] [from _____ 20 ___ to ____ 20 __.]

[Availability period of [renewable] [non-renewable] portion: [_____ .] [until _____ 20 __.]]

1.5. Type, size of remuneration rate:

1.5.1. [fixed, [validity period: three years] [floating];

1.5.2. _____ percent per annum;

in reliable annual effective comparable calculation on the date of conclusion of the Agreement: _____ percent per annum.

1.5.3. The time base used by the Bank when calculating the interest on the loan: [three hundred and sixty days per year and thirty days per month.] [three hundred and sixty days in a year and the actual number of days in a month.] [*other*.]

[1.5.4. Procedure for calculating the floating rate: _____.]

1.6. Method of repayment: in cash, by bank transfer (subject to restrictions provided by the legislation of the Republic of Kazakhstan).

1.7. Loan repayment method: [annuity (with repayment in equal installments).] [differentiated (with repayment of the principal debt in equal installments).] [*other*.]

1.8. The order of repayment of the loan debt in the event that the amount of the loan payment made by the Client is insufficient to fulfill the Client's obligation under the loan:

1.8.1. within ninety consecutive calendar days of delay:

1) principal debt;

2) remuneration arrears;

3) forfeit (fine, penalty);

4) the amount of the principal debt for the current payment period;

5) remuneration accrued for the current payment period;

6) debt on commissions and other payments related to the issuance and servicing of the loan;

7) the Bank's costs for obtaining execution.

1.8.2. after ninety consecutive calendar days of delay:

1) principal debt;

2) remuneration arrears;

3) the amount of the principal debt for the current payment period;

4) remuneration accrued for the current payment period;

5) forfeit (fine, penalty);

6) commissions and other payments related to the issuance and servicing of the loan;

7) the Bank's costs for obtaining execution.

1.8.3. for a mortgage loan:

1) remuneration arrears;

2) debt on commissions and other payments related to the issuance and servicing of a mortgage loan;

3) forfeit (fine, penalty);

4) remuneration accrued for the current payment period;

5) commissions and other payments related to the issuance and servicing of a mortgage loan;

6) the Bank's costs for obtaining execution;

7) principal debt;

8) the amount of the principal debt for the current payment period.

1.9. The procedure for calculating and the amount of forfeits (fines, penalties) for late repayment of the principal debt and payment of remuneration, as well as for other violations:

[1.9.1. penalty for violation of obligations for timely repayment of the principal debt and (or) payment of remuneration:

1) within ninety calendar days of delay - zero point five tenths of a percent of the amount of the overdue payment for each calendar day of delay;

2) after ninety calendar days of delay, if on the date of conclusion of the Agreement the amount of the principal debt was fully secured by a pledge of property subject to registration and/or a pledge of money - zero point three hundredths of a percent of the amount of the overdue payment for each calendar day of delay.

In this case, the penalty may not exceed ten percent of the amount of the loan issued for each year of the Agreement;

1.9.2. penalty for breach of obligations under the Agreement, which have a deadline for execution – _____ from _____ for each calendar day of delay;

1.9. 3. penalty for violation of obligations under the Agreement that do not have a deadline for execution – _____ from _____ for each violation.]

1.10. A complete list of commissions and other payments, as well as their amounts, subject to collection in connection with the issuance and servicing of a loan:

[1.10. 1. for arranging the loan – ____;

1.10. 2. for changing the terms of the loan (repayment schedule, loan currency, interest rate , loan repayment methods) – _____;

1.10. 3. for consideration of the issue of changing the conditions related to the Client (coborrower), guarantor (surety), including on the initiative co-borrower , guarantor, surety – _____.

1.10. 4. for consideration of the issue of changing the terms of encumbrance of the subject of collateral for a loan, as well as when replacing the subject of collateral - _____;

1.10. 5. for consideration of the issue of replacing the pledger – ____;

1.10. 6. for consideration of the issue of issuing, at the Client's request, title documents for the subject of the pledge contained in the Client's credit file – _____;

1.10. 7. for consideration of the issue of issuing, upon the Client's application, a certificate of consent for registration (deregistration) at the place of residence of an individual, for the legalization of redevelopment, construction, extensions made on the territory of the collateral -

1.10. 8. for consideration of the issue of issuing, at the Client's request, a certificate of permission to replace the registration number of a vehicle that is collateral, to reissue a vehicle registration certificate, to restore lost documents for a vehicle – _____;

1.10. 9. for issuing, upon the client's request, a certificate of loan debt – _____.]

1.11. Procedure, frequency of loan repayment and remuneration:

1.11.1. through the Bank's cash desk, to the Client's current account via a remote electronic terminal, Remote access system, money transfer, mobile payment, electronic payment means, directly to the Bank or in any other way;

1.11.2. [monthly.] [*other*.]

1.12. Security (type) other than penalties , retention and security deposit : [missing.]

[1.12.1. pledge , pledge _____;

1.12.2. full joint guarantee, surety _____;

1.12.3. <u>other</u>.]

1.13. Measures taken by the Bank in the event of the Client's violation of obligations under the Agreement and failure to satisfy the Bank's requirement for the Client to make payments under the Agreement, as well as in compliance with other conditions stipulated by the legislation of the Republic of Kazakhstan :

1.13.1. collection of funds in an uncontested manner, including by presenting a payment demand, available in the Client's bank accounts (subject to restrictions provided for by the legislation of the Republic of Kazakhstan);

1.13.2. transfer of debt to a collection agency for pre-trial collection and settlement;

1.13.3. assignment of rights (claims) under the Agreement to a third party (subject to restrictions provided for by the legislation of the Republic of Kazakhstan);

1.13.4. other measures provided for by the legislation of the Republic of Kazakhstan, including filing a claim in court to recover the amount of debt under the Agreement, as well as foreclosure on the mortgaged property out of court (taking into account the restrictions provided for by the legislation of the Republic of Kazakhstan) or in court.

1.14. Duration Agreements: from the date of conclusion of the Agreement until the full and proper fulfillment by the Parties of all obligations under the Agreement.

1.15. Special conditions: [The Client undertakes to _____.] [<u>other</u>.] [none.]

2. Responsibility of the Parties for breach of obligations

2.1. Parties for violation of obligations under the Agreement, they shall be liable in accordance with the legislation of the Republic of Kazakhstan and the terms of the Agreement.

3. Other conditions

3.1. The Agreement is made in _____ identical copies in Kazakh and Russian, each of which is considered an original and has the same legal force, one copy in Kazakh and Russian for each of the Parties. In the event of discrepancies in the text of the Agreement in Kazakh and Russian, the Parties shall be guided by the text of the Agreement in Russian.

4. Details and signatures of the Parties

Bank: [BIN 920140000084, IIC KZ48125KZT1001300336 in the RSI National Bank of the Republic of Kazakhstan, BIC TSESKZKA, Beneficiary code 14. _____ branch of the Bank, address _____, telephone _____, BIN _____.]

Client: legal, actual address (location/residence) _____, telephones _____, e- mail _____, current account with the Bank (IIC / IBAN) _____, IIN _____.

On behalf of the Bank:

L.S.

Client / On behalf of the Client:

[Title page to the Loan Application No. ____ dated _____ 20 ___

Client: _____ .

[Co-borrower : _____ .]

1. Loan amount and currency: ______.

 2. Loan term: [______.] [With ______20 ___ to _____20 ___.]

3. Interest rate : _____ percent per annum,

in true annual effective comparable terms as of the date of this Statement for issuing a loan: percent per annum.

4. Loan repayment method: [annuity (with repayment in equal installments).] [differentiated (with repayment of the principal debt in equal installments).] [other .]

5. Method of repayment: in cash, by bank transfer (subject to restrictions provided by the legislation of the Republic of Kazakhstan).

6. For partial or full early repayment of the principal debt, the Client must contact the Bank with a corresponding application.

7. Amount of penalty (fine, forfeit) for breach of obligations under the Agreement:

[7.1. penalty for violation of obligations for timely repayment of the principal debt and (or) payment of remuneration:

7.1.1. within ninety calendar days of delay - zero point five percent of the amount of the overdue payment for each calendar day of delay;

7.1.2. after ninety calendar days of delay, if on the date of conclusion of the Agreement the amount of the principal debt was fully secured by a pledge of property subject to registration and/or a pledge of money - zero point three hundredths of a percent of the amount of the overdue payment for each calendar day of delay.

7.2. penalty for breach of obligations under the Agreement that have a deadline for performance – _____ from _____ for each calendar day of delay;

7.3. penalty for violation of obligations under the Agreement that do not have a deadline for execution – _____ from _____ for each fact of violation of obligations.]

8. The Client has the right to submit to the Bank a written statement containing information about the reasons for the delay in fulfilling the obligation under the Agreement, income and other confirmed circumstances (facts) that justify his application to amend the terms of the Agreement.]

Loan application No.

_____ city

last name, first name, patronymic (hereinafter referred to as the Client), [on whose behalf the last name, first name, patronymic acts on the basis of the document,]

[last name, first name, patronymic (hereinafter referred to as the Co-Borrower), [on whose behalf the last name, first name, patronymic is acting on the basis of the document,]]

If there are other Co-Borrowers, *indicate them under the appropriate numbers*.

[(hereinafter collectively referred to as the Client),]

submits this Application for a loan (hereinafter referred to as the Application) under General Credit Agreement No. ____ dated ____ 20 ___ (on the title page – Agreement), which

[Joint-Stock Company « First Heartland Ju san Bank »] (hereinafter referred to as the Bank), on behalf of which the last name, first name, patronymic acts on the basis of the document,

accepts and issues a loan on the following terms:

1. Date of Application : _____ 20 ___.

2. Purpose of the loan: _____.

5. Type, size of remuneration rate:

5.1. [fixed, [validity period: three years] [floating];

5.2. percent per annum,

in reliable annual effective comparable terms as of the date of the Statement: _____ percent per annum.

[5.3. Procedure for calculating the floating rate: _____.]

6. Loan repayment method: [annuity (with repayment in equal installments).] [differentiated (with repayment of the principal debt in equal installments).] [other .]

7. A complete list of commissions and other payments, as well as their amounts, subject to collection in connection with the issuance and servicing of a loan:

[7. 1. for arranging the loan – ___;

7. 2. for changing the terms of the loan (repayment schedule, loan currency, interest rate, loan repayment methods) – ____;

7. 3. for consideration of the issue of changing the conditions related to the Client (coborrower), guarantor (surety), including on the initiative co-borrower, guarantor, surety – ____;

7. 4. for consideration of the issue of changing the terms of encumbrance of the subject of collateral for a loan, as well as when replacing the subject of collateral - ____;

7. 5. for consideration of the issue of replacing the pledger – ;

7. 6. for consideration of the issue of issuing, at the Client's request, title documents for the subject of the pledge contained in the Client's credit file – ;

7. 7. for consideration of the issue of issuing, upon the Client's application, a certificate of consent for registration (deregistration) at the place of residence of an individual, for the legalization of redevelopment, construction, extensions made on the territory of the collateral -

7. 8. for consideration of the issue of issuing, at the Client's request, a certificate of permission to replace the registration number of a vehicle that is collateral, to reissue a vehicle registration certificate, to restore lost documents for a vehicle – ;

7. 9. for issuing, upon the client's request, a certificate of loan debt – _____.]

8. The validity period of the Application : from the date of the Application until the full and proper fulfillment by the Parties of all obligations under the Application.

9. Special conditions: [The Client undertakes to _____.] [other .] [none.]

Client / On behalf of the Client:

On behalf of the:

L.S.