

Approved by:
the Management Board of "Jusan Bank" JSC
the Minutes dd. "23" 02 2022 No.24-22.

the Board of Directors of "Jusan Bank" JSC
the Minutes dd. "04" 03 2022 No04/03/22-01.

Front page
to the Bank Loan Contract No. _____

dd. "_____" _____.

Borrower: _____ (Full name)

[Co-Borrower: _____ (Full name)]

1	Amount and currency of the loan	_____ tenge
2	Loan period	_____ months
3	Interest rate size	fixed; ___% (indicate rate in figures) interest per annum
4	Size of annual effective interest rate	___% (indicate rate in figures) interest per annum
5	Loan Repayment Method:	[annuity (with repayment by equal payments)][differentiated (with repayment of the principal by equal shares)][other repayment method].
6	Repayment method	cash and (or) cashless method.
7	Size of a forfeit (penalty, fine) for a breach of the obligations under the Contract	Indicate a size (penalty, fine) for a breach of the obligations under the Contract

The Public Agreement stipulates for the right of the Borrower for partial or full early repayment of the principal. For exercising this right, the Borrower has to apply to the Bank with a relevant application.

The Borrower shall be entitled to submit to the Bank a written application that contains information about the reasons of occurrence of a delay of fulfillment of the obligations under the Bank Loan Contract, income and other confirmed obligations (facts) that justify the Borrower's application on making amendments in the Contract's terms.

BANK LOAN CONTRACT No.____

dd. _____

"_____" _____ 20__.

“*First Heartland Jusan Bank*” *Joint Stock Company*, hereinafter referred to as the “**Bank**”, represented by indicate a position of the Bank’s authorized representative Mr.(Mrs.) indicate full name, acting on the basis of indicate a document on the basis of which the authorized representative of the Bank acts, from the one side,

Mr.(Mrs.) indicate full name of the Borrower, hereinafter referred to as the “Borrower”, from the other side,

[and Mr.(Mrs.) indicate full name of the Co-Borrower, hereinafter referred to as the “Co-Borrower”, from the third side.]¹

If there are other Co-Borrowers, indicate them under a relevant number

Next paragraph to indicate with taking note of all Co-Borrowers

[Borrower and [Co-Borrower] [Co-Borrowers] collectively represent one Party, hereinafter on the text of the Bank Loan Contract collectively referred to as the “Borrower”, at that all references to the Bank Loan Contract to the Borrower shall mean both the Borrower, [Co-Borrower,] [Co-Borrowers] all together, and each separately, all rights and obligations of the Borrower shall be referred to the Borrower, [Co-Borrower,] [Co-Borrowers] equally. The Borrower, [Co-Borrower,] [Co-Borrowers] by signing this Bank Loan Contract shall be obliged properly fulfill the terms under the Bank Loan Contract and shall be liable for the fulfillment of obligations under this Bank Loan Contract in full solidarity,]²

hereinafter collectively referred to as the “Parties”, and separately – the “Party”, taking note than the Borrower [and Co-Borrower] [and Co-Borrowers] accepted and accessed according to Article 389 of the Civil Code of the Republic of Kazakhstan to the Public Agreement for Servicing the Individuals, approved by the Bank’s Management Board the Minutes No. ___ dd. __ and the Minutes of the Bank’s Board of Directors No. ___ dd. _____ (hereinafter – the Public Agreement), posted on the Bank’s Internet-resource at: www.jusan.kz, with all amendments and additions made to them, have concluded this Bank Loan Contract (hereinafter – the Contract) on the following:

Capitalized and lowercase terms used in the Contract have the meanings defined in the Public Agreement, unless otherwise expressly provided in the Contract and/or the Public Agreement.

1. General terms of the Contract

1.1. The Bank shall be liable to provide the Borrower the loan [for the refinancing of the balance of the principal of the loan, received from indicate the name of loan contract, its date and number] [to purchase ___ rooms of apartment/residence house /land plot/other property, located at: indicate address, number of building and an apartment, cadaster number (number) of land plot] [indicate other loan goal] in the amount indicate the loan amount³, to be refinanced in figures (indicate the loan amount to be refinanced in words) tenge for a period of indicate the term⁴ use in numbers (indicate the period of use in words) month (s) from the date of refinancing (hereinafter – the Loan).

The loan is provided out of funds indicate the name of the legal entity in accordance with the Program of refinancing of mortgage housing loans (mortgage loans), approved by the Resolution of the Management Board of the National Bank of the Republic of Kazakhstan dd. 24.04.2015 No.69 (hereinafter – the Program) and the Deposit Contract dd. _____ No. _____, concluded between the Bank and indicate the name of the legal

¹ According to the text of this Contract, everything indicated in square brackets is accepted or excluded from the text of the Contract, depending on the content of the transaction, the presence of a decision of the relevant authorized body/person of the Bank, etc. If certain clauses/sub-clauses indicated in square brackets are excluded from the text of the Contract, if necessary, renumber the subsequent clauses/sub-clauses of the Contract.

² If there is a Co-Borrower(s).

³ According to the terms of the Program, the amount of the balance of the principal debt should not exceed 36,470,000 tenge.

⁴ No more than 240 months.

entity with which the Deposit Contract was concluded), according to the procedure and on terms, stipulated for the Program and Article 7 of the Contract.

1.2. For use of the Loan the Borrower shall be obliged to pay the Bank for fixed interest rate out of calculation [3 (three) percent (s) per annum][*indicate interest rate amount in figures (indicate the amount of interest rate in wording)* percent (s) per annum], annual effective interest rate (interest rate in reliable, annual, efficient, comparable calculation) at the moment of signing of the Contract on issued Loan is *indicate the amount of annual effective interest rate* % per annum.

1.3. The Parties agreed on an opportunity of change of the amount and/or the procedure of calculation of commission and other payments under the Contract, as well as changes of the Repayment Schedule, including change of the repayment periods with taking note of the requirements of the legislation of the Republic of Kazakhstan and taking note of the procedure, stipulated by this Contract, by conclusion of the Additional Agreement to the Contract and/or signing by the Parties of the changed repayment schedule and/or by other methods, stipulated for this Contract and the legislation of the RK.

2. Terms of provision of the Loan

2.1. Repayment method: cash and (or) cashless method.

2.2. Loan repayment method *indicate one of the methods: annuity (with payment by equal payments), differentiated (with repayment of the principal by equal shares) or the method, set by the agreement of the Parties* using the method.

2.3. The queue of repayment of the debt on the Loan. The sum of the payment made by the Borrower under the Contract, if it is insufficient to fulfill the obligations of the Borrower under the Contract, shall repay the debt of the Borrower as per the following priority: 1) debt for interest; 2) debt for commissions and other payments, related to issue and servicing of the Loan; 3) a forfeit (penalty, fine); 4) interest, accrued for current period of payments; 5) commissions and other payments, related to issue and servicing of the Loan; 6) the Bank's costs regarding receipt of fulfillment; 7) debt for the principal; 8) the principal sum for current period of payments.

2.4. The procedure for calculating and the amount of the forfeit for late repayment of the principal debt and payment of remuneration, including early payment at the request of the Bank. The size of forfeit (penalty, fine) at overdue of repayment of the Loan amount and/or interest during 90 (ninety) days of delay is 0.5% (zero point five tenth percent) of amount of overdue payment for every day of delay, at expiry of 90 (ninety) days of delay is 0.03% (zero point three hundredth) of amount of overdue payment for every day of delay, but not more than 10% (ten) percent of the Loan amount for every year of the Contract's validity.

2.5. Full list, amount and procedure of payment for commissions and other payments, subject to be collected due to issue and servicing of the Loan⁵:

[*indicate full list of commissions and other payments, their size in figures and in wording, as well as the payment procedure.*]

Payment for aforesaid amounts is made by their withdrawal (writing off) from current account of the Borrower.]

In case of absence of commissions and other payments the following shall be indicated:

[“Commissions and other payments under the Contract are not provided for”.]

2.6. Periodicity and procedure of repayment for the Loan, interest. The amount of the accrued interest, as well as the amount of the Loan, is repaid by the Borrower *indicate the periodicity – monthly*, by depositing money through the Bank's cash desk, crediting money via a remote terminal, crediting money to the current account (including using a payment card) of the Borrower No. *indicate account number*, opened in *indicate the name of the branch* of the Bank or otherwise, according to the repayment schedule (Appendix No. 1 to the Contract), which is an integral part of the Contract, and their withdrawal (write-off) by the Bank .

3. Collateral method

3.1. Collateral under this Contract is: *indicate the collateral type): a) (indicate*

⁵ Indicate if the commissions are provided for by the Program.

individually-defined features of the subject of pledge (for movables and immovable, address); b) name, date, No. of Agreement/Contract under which the right of claim has occurred, name and type of business of a counter-party (for the right of claim) c) other property as per the decision of the Bank's Authorized Body (exclude unnecessary) [in accordance with Collateral Contract No. ___ dd. __. __. __.]

[The Bank shall be released from the obligation to provide the Loan before provision of properly prepared and registered Contract(s) on ensuring of fulfillment of the obligations.]⁶ [Properly prepared and registered Contract(s) on ensuring of fulfillment of the obligations under the Contract is provided by the Borrower to the Bank in the period *indicate the period during which the Contract on ensuring of fulfillment of the obligations shall be provided on the basis of the decision of the Bank's Authorized Body*/during 30 (thirty) business days from the day of signing of the Contract *(exclude unnecessary)*.]⁷

4. Measures, taken by the Bank at failure to fulfill or improper fulfillment of the obligations by the Borrower by the Contract

4.1. In case of non-satisfaction of the requirements of the Bank provided for by the Public Agreement, as well as non-execution by the Borrower of the rights provided for by the Public Agreement, or lack of agreement between the Parties to change the terms of the Contract in case of non-fulfillment or improper fulfillment by the Borrower of obligations under the Contract, the Bank takes measures reflected in the Public Agreement.

4.2. In case of non-fulfillment and (or) improper fulfillment by the Borrower of obligations under the Contract, the Bank has the right to take measures provided for by the Public Agreement, including, but not limited to: 1) consider the issue of applying measures against the Borrower, 2) require payment by the Borrower of a forfeit (penalty, fine), 3) require the Borrower to fulfill all obligations under the Contract and other transactions concluded between the Bank and the Borrower ahead of schedule, 4) without additional consent of the Borrower, in an indisputable manner, withdraw/write off all any overdue amounts of debt under the Contract (including the forfeit/losses of the Bank) from all/any bank accounts of the Borrower opened with the Bank or any other banks, organizations engaged in certain types of banking operations (taking into account the requirements and exceptions provided for by the legislation of the RK), 5) transfer the debt for pre-trial collection and settlement to a collection agency, 6) to foreclose on the collateralized property extrajudicially, with the exception of cases provided for by the legislation of the Republic of Kazakhstan, or to collect the debt of the Borrower in court (including entrusting debt collection to third parties, in the manner prescribed by applicable legislation), 7) to foreclose on any property of the Borrower in a judicial proceeding, 8) unilaterally terminate/suspend the provision of the Loan, 9) take other measures to collect the debt in accordance with the current legislation of the Republic of Kazakhstan and the agreement of the Parties. The need to apply one or another (or apply measures in the aggregate) is determined by the Bank independently.

5. The Contract's validity period

5.1. The Contract shall become effective from the date of concluding by the Parties and shall be valid before full fulfillment of all obligations by the Parties under the Contract.

6. Responsibility of the Parties for violation of obligations

6.1. For breach of the Contract's terms the Parties shall be responsible as per the legislation of the RK, Contract, terms of the Public Agreement.

6.2. In addition to the liability stipulated by the Public Agreement, the Borrower undertakes to pay the Bank in case of non-fulfillment or improper fulfillment by the Borrower:

[1) the obligations with the maturity period, except for the obligations, set in clauses 2.4. and 10.2., [as well as sub-clause *) (indicate the number of the sub-clause of this clause on insurance, in its absence, exclude*) of this clause] of the Contract, a forfeit (fine) in the amount of ___ (___)

⁶ Indicate when the Loan is provided on the basis of the decision of the Bank's Authorized Body after provision of properly prepared Contract on ensuing.

⁷ Indicate when the Loan is provided by decision of the authorized body of the Bank before the provision of a properly executed Collateral Agreement.

percent of the Loan amount for every day of delay of fulfillment of the obligations/*in case of non-compliance with the amount established by the Public Agreement, indicate the amount of the forfeit established by the authorized body, in case of compliance – delete the clause;*]

[2] other obligations that do not have a deadline for fulfillment, except for the obligations, set in clause 10.2. of the Contract, a forfeit (fine) in the amount of ___ (___) percent of the loan amount/*in case of non-compliance with the amount established by the Public Agreement, indicate the amount of the forfeit (penalty) established by the authorized body, in case of compliance – delete the clause;*]

[3] the obligations on provision to the Bank with the prolonged Contract of insurance or additional agreements to it on prolongation of the Contract of insurance, a forfeit to the amount of ___ (___) percent of the Loan amount for every day of delay before that date of provision to the Bank with the documents that confirm prolongation of the Contract of insurance and payment of insurance premium(s), except for cases when the Contract of insurance is concluded for all period of lending/*in case of non-compliance with the amount established by the Public Agreement, indicate the amount of the forfeit established by the authorized body, in case of compliance – delete the clause;*]

[*subject to availability of a forfeit, set by the Authorized Body for breach of special terms, it necessary to indicate the numbers of sub-clauses of clause 10.2. of the Contract and amount of a forfeit (fine, penalty) for their breach as per indicated samples:*

4) the obligations, set in *indicate sub-clause* of clause 10.2. of the Contract, a forfeit (fine) to the amount of *indicate the amount of a forfeit, set by the Authorized Body* of the amount *indicate as per the decision of the Authorized Body;*

5) the obligations, stipulated for *indicate sub-clause* of clause 10.2. of the Contract, a forfeit (fine) to the amount of *indicate the amount of a forfeit, set by the Authorized Body* of the amount *indicate as per the decision of the Authorized Body;*]

6) obligations for the intended use of the Loan - a fine in the amount of 25 (twenty five) percent of the Loan amount/*indicate other amount of a forfeit, set by the Authorized Body* of the amount *indicate as per the decision of the Authorized Body*, used other than intended.

7. Loan provision procedure

7.1. The loan is provided [for refinancing of the balance of the principal on the loan, received under *indicate the name of the Loan Contract, its date and number,*] by transfer to current account of the Borrower No. *indicate the account No. of the Borrower* in *indicate the name of the branch of the Bank*, subject to existing totally of the following terms:

1) absence on current account, indicted in this clause of the Contract, encumbrances of the authorized state bodies/persons;

[2] existence of free sufficient funds, received by the Bank from repayment of early refinanced loans under the Section 1 of the Program, subject to the Bank for refinancing of the mortgage housing loans/mortgage loans of the Borrowers, the application of which have not been fulfilled in the period of drawdown, determined by the Program (hereinafter – the drawdown period), as well as received after the drawdown period, in accordance with the Program's terms and as per the priority, determined by the Program.]

[3] the presence of an unutilized limit for the placement of money by the Bank for refinancing mortgage housing loans (mortgage loans) on the terms of Section 2 and 2-1 of the Program.]

7.2. In case of availability of the encumbrances of the authorized state bodies/persons on current account of the Borrower, indicated in clause 7.1. of the Contract, transfer of the loan sum is made by the Bank after release of all encumbrances. Information about release from the encumbrances has to be provided to the Bank by the Borrower as the written notification.

7.3. By signing the Contract, the Borrower agrees with the terms of provision of the Loan, indicated in sub-clause 7.1. and 7.2. of the Contract.

8. Initial payment. Insurance

8.1. Payment or initial payment is not required.

8.2. The Insurance Contract is concluded for the period of *indicate the period in figures (indicate the period in wording)* month(s) with further prolongation, except for cases, when the Insurance Contract is concluded for all lending period (before complete fulfillment of the obligations by the Borrower under the Contract). Prolongation of the Insurance Contract in the Contract means extension of the validity period of the Insurance Contract by provision not later than the day next to the day of expiration of the validity period of the concluded Insurance Contract, of new Insurance Contract that became valid (insurance police) or the Additional Agreement to the previously valid Insurance Contract on prolongation of the validity period of the Insurance Contract, as well as the document(s) that confirms payment for the insurance premium and other required documents, according to the legislation of the RK and the Insurance Contract, except for cases when the Insurance Contract is concluded for all lending period.

[A duly executed Insurance Contract shall be provided by the Borrower to the Bank prior to the issuance of the Loan. Until a duly executed Insurance Contract is provided, the Bank is released from the obligation to issue a Loan.]⁸

[A duly executed Insurance Contract shall be provided by the Borrower to the Bank within *indicate the period during which the Insurance Contract must be provided.*]⁹

[8.3. Collateral insurance is carried out at the expense of the Bank's own funds for the entire loan term[, except in cases of default by the Borrower of obligations *indicate obligations in accordance with the condition provided for by lending programs*].

Data on the insurer:

(Indicate the required data on the Insurer, name, details, telephone numbers and addresses).]

[8.3. Within the Contract insurance is not stipulated for.]

9. Rights and obligations of the Parties

[9.1. In addition to the rights specified in the Public Agreement, the Borrower may:

In accordance with the decision of the authorized body of the Bank, it is possible to indicate other rights of the Borrower in this clause in the following sub-clauses]

9.2. In addition to the rights specified in the Public Agreement, the Bank has the right:

1) not to provide the Loan in the event that the issuance of the Loan by the Bank is not possible, on the grounds specified in Article 7 of the Contract, until the moment when the circumstances preventing the issuance of the Loan cease to exist;

2) refuse to grant the Loan if the Borrower and/or collateral under the Loan do not meet the requirements of the Program;

In accordance with the decision of the authorized body of the Bank, it is possible to indicate other rights of the Bank in this clause in the following sub-clauses

[9.3. In addition to the obligations specified in the Public Agreement, the Bank undertakes to:

In accordance with the decision of the authorized body of the Bank, it is possible to indicate other obligations of the Bank in this clause in the following sub-clauses]

9.4. In addition to the obligations specified in the Public Agreement, the Borrower undertakes to:

1) notify the Bank in writing of all accounts with other banks (organizations carrying out certain types of banking operations) within 3 (three) calendar days from the date of opening;

2) not later than 1 (one) business day from the date of occurrence of the relevant event, notify the Bank in writing: on changes in the financial position and provide other information about the circumstances that can adversely affect the proper performance of obligations under the Contract, as well as by third parties that provided collateral under agreements on securing the performance of obligations, including on the proposed withdrawal (purchase) of the collateralized property for state needs; on the proposed liquidation or reorganization of third parties that provided collateral;

⁸ The information in square brackets should be left in the text of the Contract if the Loan is provided after the Borrower provides the Bank with a properly executed Insurance Contract.

⁹ The information in square brackets should be left in the text of the Contract if the Loan is provided before the Borrower provides the Bank with a properly executed Insurance Contract.

on the seizure of the Borrower's property and/or money held in his bank accounts in any banks (organizations carrying out certain types of banking operations); on proceedings in state, arbitration courts with the participation of the Borrower; on challenging by anyone the validity of the Contract and / or the agreement on securing the performance of obligations; on any change in the composition of the property transferred as collateral under the Collateral Contract, deterioration or a threat of deterioration / loss of such property;

In accordance with the decision of the authorized body of the Bank, it is possible to indicate other obligations of the Borrower in this clause in the following sub-clauses

10. Other terms

10.1. By signing the Contract, the Borrower gives his unconditional consent to the provision by the Bank *(indicate the name of the legal entity that is the operator of the Program)* of any information about the Borrower, the Loan and the terms of the Contract, incl. information related to banking and other secrets protected by law.

10.2. Special terms: *In case of absence of special terms, indicate "special terms are absent".*

10.3. All disputes related to the Contract, not settled through negotiations, are subject to consideration in the manner prescribed by the Public Agreement.

10.4. In everything that is not provided for by the Contract, the Parties are guided by the Public Agreement, the legislation of the Republic of Kazakhstan.

If the Contract establishes other provisions that differ from the provisions of the Public Agreement (other terms, procedure for submission/reporting, obligations/obligations, etc.), the provisions of the Contract shall prevail.

If any of the terms of the Contract becomes illegal or invalid, this in no way affects the validity and legality of other provisions of the Contract. If, as a result of amendments and / or additions to the legislation of the Republic of Kazakhstan, the provisions of the Agreement will contradict the norms of the legislation of the Republic of Kazakhstan, the Parties shall be guided by the relevant norms of the legislation of the Republic of Kazakhstan.

10.5. By entering into the Contract, the Borrower confirms that:

– The Bank provided for familiarization and selection of the loan repayment method draft loan repayment schedules using the differentiated payment method and the annuity payment method;

– The Bank provided, and the Borrower received a leaflet for an individual Borrower under a bank loan agreement in the form established by the legislation of the Republic of Kazakhstan.

10.6. Confidentiality provisions are defined by the Public Agreement.

10.7. This Contract is made in identical copies in state and Russian languages, having equal legal force, each copy is original, one copy in state and Russian languages for each Party.

In case of discrepancies of the Contract's text in state and Russian languages, the Contract in Russian language has a priority over the Contract in state language.

11. LEGAL ADDRESSES AND DETAILS OF THE PARTIES:

BANK: "Jusan Bank" JSC, 242 Nursultan Nazarbayev Ave., Medeu district, Almaty; BIN 920140000084, IIC KZ48125KZT1001300336 in the NB RK, BIC TSESKZKA, BC 14, the Bank's official website – www.jusan.kz, e-mail – info@jusan.kz

Indicate the name of the branch of "Jusan Bank" JSC, indicate zip code, location address, telephones of the branch, Certificate/Reference on recording re-registration of the branch No. indicate number of the Certificate or the issue date, BIN indicate No. BIN

[Borrower: *indicate full name of the Borrower, indicate zip code, residence address, address to send notifications and requests, contact number of the Borrower, e-mail, ID card (passport) indicate No., date of issue and the body that issued the document, IIN indicate IIN No.]*

Current account (s):

for **[credit/]** repayment of the loan: No. _____ *(indicate the account number)* opened in _____ *(indicate the branch)* branch of "Jusan Bank" JSC; [to credit the loan account: No.

_____ *(indicate the account number)* opened in _____ *(indicate the branch)* branch of
“Jusan Bank” JSC.]

[**CO-Borrower:** *indicate full name of the co-Borrower, indicate zip code, residence address, address to send notifications and requests, contact number of the Borrower, e-mail, ID card (passport) indicate No., date of issue and the body that issued the document,* current account No. *indicate No. of account* in *indicate the branch name* of “Jusan Bank” JSC, IIN *indicate IIN No.*]

Signatures of the Parties:

On behalf of the Bank:

_____ *full name*

(signature)

Place of seal

[On behalf of the Borrower:][Borrower:]

_____ *full name*

(signature)

[On behalf of the Co-Borrower:] [Co-Borrower:]

_____ *full name*

(signature)

Annex No.1

To the Bank Loan Contract No. _____ dd. _____

Form of the Repayment Schedule is determined by the requirements of the legislation of the RK.