

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

The Board of Directors
the Minutes No.04/03/22-01 dd. "04" 03 2022

GENERAL LOAN AGREEMENT No. _____
dated _____ "____" _____ 20____

"First Heartland Jusan Bank" Joint Stock Company, hereinafter referred to as the **"Bank"** represented by indicate the position of the authorized representative of the Bank Mr (Ms) indicate the surname, name, patronymic (if any) in full, acting(-s) on the basis of indicate the document on the basis of which the authorized representative acts, on the one hand, and

Mr (Ms) indicate the surname, name, patronymic (if any) in full, hereinafter referred to as the "Borrower", on the other hand,

[and Mr (Ms) indicate the surname, name, patronymic (if any) of the Co-borrower in full, hereinafter referred to as the "Co-borrower", from a third party]¹

if there are other Co-Borrowers, indicate them under the corresponding numbers set out the next paragraph taking into account all borrowers and co-borrowers (if any).

[Borrower and [Co-Borrower] [Co-Borrowers] jointly represent one party, hereinafter collectively referred to as the "Borrower" in this General Loan Agreement, shall be jointly and severally liable for the fulfillment of these obligations, however, all references in the General Loan Agreement to the Borrower mean both the Borrower, [Co-Borrower,] [Co-Borrowers] taken together, and each of them separately, while all rights and obligations of the Borrower refer to the Borrower [Co-Borrower] [Co-Borrowers]] equally.]²

The Borrower, by entering into this General Loan Agreement (hereinafter referred to as the Agreement), joins the Public Agreement for Servicing the Individuals approved by the Management Board of the Bank (Minutes No. ____ dd. _____) and the Board of Directors (Minutes No. ____ dd. _____) (indicate the details and date of the protocol at the time of preparation of the Agreement (hereinafter referred to as the Public Agreement), published on the Bank's Internet resource at: www.jusan.kz, with all the changes and additions made to them, undertakes to properly comply with the terms of the Agreement and the Public Agreement.

The Bank and the Borrower, hereinafter collectively referred to as the "Parties", and individually as the "Party", have entered into an Agreement on the following:

Capitalized and lowercase terms used in the Agreement have the meanings defined in the Public Agreement, unless otherwise expressly provided in the Agreement and/or the Application-Statement for a Bank Loan (hereinafter referred to as the Application). The Agreement is an Accession Agreement concluded in accordance with the requirements of Article 389 of the Civil Code of the Republic of Kazakhstan. At the same time, the Public Agreement, the Agreement and the Application are considered solely as a single document.

1. General terms

¹ According to the text of the Agreement, everything indicated in square brackets is accepted or excluded from the text of the Agreement, depending on the content of the transaction, the presence of a decision of the relevant authorized body/person of the Bank, etc. In case of exclusion from the text of the Agreement of individual clauses/sub-clauses indicated in square brackets, if necessary, renumber the subsequent clauses/sub-clauses of the Agreement. When lending, the borrower must comply with the requirements set by the Bank in accordance with the internal documents of the Bank.

² If there are several Borrowers and/or Co-Borrower(s).

1.1. Purpose of the Agreement: provision to the Borrower of a [renewability] [non-renewability] Financing line under which the Bank will provide consumer loans to the Borrower on the following terms:

1) Total amount and currency of the Limit:

– *indicate the amount in numbers and words, indicate the currency name* on a [renewable] [non-renewable] basis. The Limit amount may be changed by the Bank depending on the financial condition of the Borrower, determined by the Bank during the period of the Financing Line.

2) Term: The Financing line is provided within the Limit, which has a period from “___”_____ (opening date) to “___”_____ (closing date). The term of the Financing Line can be changed by the Bank depending on the financial condition of the Borrower, determined by the Bank during the period of the Financing Line.

3) Financing Line availability period – the period of time during which the borrower can receive loans/tranches under the Agreement is _____months / until “___”_____20_ . The Financing Line availability period may be changed by the Bank depending on the financial condition of the Borrower, determined by the Bank during the period of validity of the Financing Line.

1.2. As part of the Financing Line, during the term of the Agreement, the Bank provides loans to the Borrower, the total amount of which does not exceed the amount of the Limit specified in clause 1.1. of the Agreement, on the terms provided for by the Agreement and Applications concluded under the Agreement, as well as under the terms of the Public Agreement.

1.3. Type of interest rate, amount of interest rate in annual percentage, amount of interest rate in reliable annual effective comparable calculation as of the date of conclusion of the Agreement: fixed; [44 (Forty-four) percent per annum, annual effective interest rate: 56_(Fifty-six) percent per annum.]³ [33,6 (Thirty three point six) percent per annum, annual effective interest rate: 40_(Forty) percent per annum]⁴.

1.4. Repayment process: cash and (or) non-cash.

1.5. Repayment method: *annuity (with repayment in equal installments), differentiated (with repayment of the principal debt in equal installments) or another method of repayment.*

1.6. Loan repayment order.

The amount of the payment made by the Borrower under the Agreement, if it is not sufficient to fulfill the obligations of the Borrower under the Agreement, repays the debt of the Borrower in the following order: 1) principal debt; 2) remuneration arrears; 3) forfeit (fine, penalty); 4) principal amount 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) Bank's costs for obtaining execution.

Upon the expiration of ninety consecutive calendar days of delay, the amount of the payment made by the Borrower under the Agreement, if it is insufficient to fulfill the obligations of the Borrower under the Agreement, repays the debt of the Borrower in the following order: 1) principal debt; 2) remuneration arrears; 3) principal amount for the current payment period; 4) remuneration accrued for the current payment period; 5) forfeit (fine, penalty); 6) debt on commissions and other payments related to the issuance and servicing of the Loan; 7) Bank's costs for obtaining execution.

1.7. 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.

[In case of violation of obligations to pay monthly payments under the Loan, the Bank has the right to require the Borrower to pay a forfeit in the amount of 0.5% of the amount of the overdue payment for each day of delay, starting from the first day following the repayment date according to the repayment schedule up to 90 (ninety) days delay, but not more than ten percent of the amount

³ Applies to unsecured loans.

⁴ Applies to loans secured by collateral.

of the issued Loan for each year of the Application. After 90 (ninety) days of delay, the forfeit (fines, penalties) is not charged.]⁵

[In case of violation of obligations to pay monthly payments under the Loan, the Bank has the right to require the Borrower to pay a forfeit in the amount of 0.5% of the amount of the overdue payment for each day of delay, starting from the first day following the repayment date according to the repayment schedule, after 90 days of delay in the amount of 0.03% of the amount of the overdue payment for each day of delay, but not more than 10% of the loan amount for each year of the Application.]⁶

1.8. Full list and amount of commissions and other payments to be charged in connection with the issuance and servicing of the Loan (if they are charged, they are also reflected in the Application):

[- Commission (*indicate the name of the commission, its amount in numbers, in words and the procedure/source of payment*).]

[- (*indicate the name of the payment, its amount in numbers, in words and the procedure/source of payment*).]⁷

1.9. Procedure and frequency of repayment of the Loan, remuneration.

The amount of the Loan, the accrued interest is repaid by the Borrower *indicate the frequency – monthly, quarterly, etc.* by transferring money via remote service channels / depositing cash through the Bank's cash desk to the Borrower's current account opened with the Bank, or in any other way not prohibited by legislation.

Sum; currency; purpose of loans; term; type of interest rate; size of the interest rate in annual percentage; repayment process; repayment methods; order of repayment; procedure and frequency of repayment of the Loan; the procedure for calculating and the amount of forfeits (fines, penalties), the full list of commissions and their amounts to be charged in connection with the provision and servicing of loans, liability and other conditions are determined by the Application (s), the Agreement, the Public Agreement.

2. Loan conditions

2.1. Loans are provided to the Borrower on the basis of concluded Applications under the Agreement and within the established Limit.

3. Collateral method

[3.1. In order to ensure the fulfillment of the obligations of the Borrower under the Agreement, as well as under the Application, (*indicate the collateral type*): a) (*indicate individually defined characteristics of the subject of collateral (for movable property, the location address)*; b) *the amount of money and currency under the bank deposit/mortgage contract, its number and date (on the pledge of money on the deposit/mortgage)*; c) *other property in accordance with the decision of the authorized body of the Bank (by right of demand) (exclude unnecessary)*].

[The Bank is released from the obligation to provide loans until the provision of a duly executed and, if necessary, registered agreement (s) on collateral for the fulfillment of obligations]⁸
[A duly executed and, if necessary, registered collateral agreement(s) on the fulfillment of obligations under the Agreement shall be provided by the Borrower to the Bank on time *indicate the period during which a collateral agreement on the fulfillment of obligations must be provided by decision of the authorized body of the Bank*/within 30 (thirty) working days from the date of conclusion of the Agreement (*exclude unnecessary*).]⁹]

⁵ Refers to loans, the amount of the principal debt for which, as of the date of conclusion of the Financing Contract, is not fully secured by a pledge of property subject to registration and (or) a pledge of money.

⁶ Refers to loans, the amount of the principal debt for which, as of the date of conclusion of the Financing Contract, is fully secured by a pledge of property subject to registration and (or) a pledge of money.

⁷ It is necessary to indicate the full list of commissions and other payments, as well as their amounts to be charged in connection with the issuance and servicing of the Loan.

⁸ Indicate if loans are provided after the provision of a properly executed Collateral Contract.

⁹ Indicate in the case when loans are provided by decision of the authorized body of the Bank before the provision of a properly executed Collateral Contract.

[3.1. Collateral under the Agreement is not required]¹⁰

4. Measures taken by the Bank in case of non-fulfillment or improper fulfillment by the Borrower of obligations under the Agreement

4.1. If the Bank's requirements stipulated by the Public Agreement are not satisfied, as well as the Borrower fails to exercise the rights provided for by the Public Agreement, or there is no agreement between the Parties to change the terms of the Agreement if the Borrower fails to fulfill or improperly fulfills the obligations under the Agreement, the Bank shall take measures specified in the Public Agreement.

4.2. In case of non-fulfillment and (or) improper fulfillment by the Borrower of obligations under the Agreement, 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 the Borrower to pay a forfeit (penalty, fine), 3) require the Borrower to early fulfill all obligations under the Agreement and other transactions concluded between the Bank and the Borrower, 4) without additional consent of the Borrower, in an indisputable manner, withdraw / write off all any overdue amounts of debt under the Agreement (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 Republic of Kazakhstan), 5) transfer the debt for pre-trial collection and settlement to a collection agency, 6) [levy execution on the collateralized property in an extrajudicial manner, except for cases provided for by the legislation of the Republic of Kazakhstan, or]¹¹ collect the debt of the Borrower in a judicial proceeding (including entrusting debt collection to third parties, in the manner prescribed by applicable legislation), 7) 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. Term of the Agreement

5.1. The Agreement shall enter into force from the date of its conclusion by the Parties, and shall be valid until the Parties fully fulfill all obligations under it and the Application(s).

6. Responsibility of the Parties

6.1. For violation of the terms of the Agreement, the Parties are liable in accordance with the legislation of the Republic of Kazakhstan, the Public Agreement and the Agreement.

Clause 6.2. exclude in the absence of special conditions or a forfeit for their non-fulfillment in the decision of the Authorized Body of the Bank

[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:

it is necessary to indicate the numbers of sub-clause of clause 7.1. of the Agreement and amounts of forfeits (fines, penalties) for their violation, according to the sample below:

– obligation stipulated by *indicate sub-clause* clause 7.1. of the Agreement, a forfeit (penalty) in the amount of ____ (indicate the amount of the forfeit in figures established by *the authorized body of the Bank*) percent of the amount of the [Loan] [balance of the principal debt under the Loan] for each day of delay in fulfilling the obligation].

7. Other conditions

7.1. Special conditions: *(in the absence of special conditions, state the clause in the following edition “7.1. There are no special conditions”, if there are special conditions, reflect them in this clause in accordance with the decision of the authorized body of the Bank).*

7.2. All disputes related to or arising from the Agreement, not settled through negotiations, are subject to consideration in the manner prescribed by the Public Agreement.

¹⁰ When issuing a loan within the framework of unsecured lending.

¹¹ The condition shown in square brackets is indicated for secured loans only. As part of unsecured loans, this wording is not used.

7.3. In everything that is not provided for by the Agreement, the Parties are guided by the Application (s) concluded under the Agreement, the Public Agreement, the legislation of the Republic of Kazakhstan.

If the Agreement establishes other provisions that differ from the provisions of the Public Agreement (other terms, procedure for providing information/reporting, obligations/duties, etc.), the provisions of the Agreement take precedence, respectively, the provisions of the Public Agreement in this part do not apply to the Borrower or change depending on the content of the conditions set forth in the Agreement. All additional agreements to the Agreement will be an integral part of the Agreement. If any of the terms of the Agreement becomes illegal or invalid, this in no way affects the validity and legality of the other provisions of the Agreement. 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.

7.4. Confidentiality provisions are defined by the Public Agreement.

7.5. The Agreement was drawn up in indicate the number of copies identical copies in the state and Russian languages, having the same legal force, each of which is considered the original, one copy in the state and Russian languages for each of the Parties. In case of discrepancy between the text of the Agreement in the state and Russian languages, the text of the Agreement in Russian takes precedence over the text of the Agreement in the state language.

8. Legal addresses and details of the Parties:

BANK: “Jusan Bank” JSC, 242, Nazarbayev Ave., Medeu district, A26F8T9, Almaty; BIN 920140000084, IIC KZ48125KZT1001300336 in NB RK, BIC TSESKZKA, BC 14, Certificate of state re-registration of a legal entity dated 18.03.2021, official Internet resource of the Bank – www.jusan.kz, e-mail: info@jusan.kz; mycard@jusan.kz (card transactions).

indicate the name of the branch of “Jusan Bank” JSC, indicate the postal code, location address, phone numbers of the branch, certificate of accounting re-registration/registration of branch No. indicate the certificate number and date of issue/certificate of accounting re-registration/registration of a branch dated indicate the date of issue, BIN indicate BIN number

[BORROWER: indicate the Full name, postal code, address of residence, address for sending notifications and claims, contact phone number of the Borrower, email address, identity card (passport) indicate the number, date of issue and the authority that issued the document, IIN indicate IIN number.]

[CO-BORROWER: indicate full name of the Co-borrower, indicate the postal code, address of residence, address for sending notifications and claims, contact phone number of the Co-borrower, email address, identity card (passport) indicate the number, date of issue and the authority that issued the document, IIN indicate IIN number.]

Signatures of the Parties:

On behalf of the Bank:

_____ Full name, position

Place for seal

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

_____ Full name (signature)

[signed using EDS/KSDI (if the Borrower has previously joined the Public Agreement using EDS) via the Communication Channel – with a remote method of conclusion]

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

_____ Full name