Information on the rights of Subsidiary JSC VTB Bank (Kazakhstan) and on the responsibility of the individual borrower in case of default on obligations under the Bank Loan Agreement/Credit Agreement

Upon acceptance by the Borrower/Co-borrower of the terms and conditions of the Bank Loan Agreement (accession to the Standard Bank Loan Agreement (on the terms and conditions of the accession agreement) of Subsidiary JSC VTB Bank (Kazakhstan)) (hereinafter referred to as the Bank Loan Agreement) by signing by the Borrower/Co-borrower of the credit agreement with Subsidiary JSC VTB Bank (Kazakhstan) (hereinafter referred to as the Bank), the Borrower/Co-borrower assume obligations to duly perform the terms and conditions under the Bank Loan Agreement, Credit Agreement, and shall be liable for performance of obligations under the Bank Loan Agreement/Credit Agreement fully jointly and severally. The Borrower/Co-borrower shall collectively represent one party (hereinafter referred to as the Borrower) when concluding the Bank Loan Agreement, and Credit Agreement. The Bank Loan Agreement, Credit Agreement, as well as annexes and supplements to the Credit Agreement, are integral parts of each other and constitute a single legal document.

The Bank shall be entitled to:

˗ suspend or refuse to provide the Borrower with the Loan stipulated by the Loan Agreement in the presence of circumstances specified in the Credit Agreement, as well as circumstances obviously indicating that the Borrower/Guarantor (*if any*)/Pledger (*if any*) has provided false information when applying for the Credit or the Credit amount provided to the Borrower will not be repaid in due time, as well as in cases specified in the Bank Loan Agreement;

˗ verify the proper use of the Credit by the Borrower;

˗ demand performance of the obligations by the Borrower/Guarantor (*if any*) under this Bank Loan Agreement and the Credit Agreement and/or the Collateral Agreement (inter alia within the framework of taking measures stipulated by the Bank Loan Agreement and the Credit Agreement), both collectively (jointly and severally) from the Borrower and the Guarantor (*if any*), and separately, both in full and in part;

˗ demand early repayment of the Credit amount and the Interest upon occurrence of the circumstances specified in this Bank Loan Agreement and the Credit Agreement;

˗ in case of untimely repayment of the Credit and/or payment of the Interest, demand from the Borrower the payment of a forfeit (penalty) in the amount of 0.5% (zero point five percent) of the overdue payment amount for each calendar day of delay within 90 (ninety) days of delay, excluding the day of debt repayment, but not more than 10% (ten percent) of the issued Credit amount for each year of operation of the Credit Agreement;

˗ in case of non-performance and (or) improper performance by the Borrower of its obligations under the Bank Loan Agreement/Credit Agreement, the Bank shall be entitled to apply provisions and measures stipulated by the legislation of the Republic of Kazakhstan, Bank Loan Agreement, Credit Agreement, including, but not limited to:

* to repudiate completely the Credit Agreement and/or Bank Loan Agreement with termination of the said Agreements without prior notice to the Borrower;
* to consider the application of measures stipulated by the legislation of the Republic of Kazakhstan, Bank Loan Agreement, and Credit Agreement;
* to demand payment by the Borrower of forfeit (fine, penalty);
* to require the Borrower to perform all obligations under the Bank Loan Agreement, Credit Agreement, and other transactions concluded between the Bank and the Borrower in the stipulated manner, including acceleration of the Loan and early payment of the Interest;
* to require the Borrower to provide collateral satisfying the Bank’s requirements;
* to withdraw any amounts payable by the Borrower/Guarantor (if any) under the Bank Loan Agreement and the Credit Agreement and/or the Collateral Agreement, if any, by direct debiting any bank accounts of the Borrower/Guarantor (if any) with any bank and/or organization carrying out certain types of banking operations and other credit organizations within the territory of the Republic of Kazakhstan and abroad, in cases and the manner prescribed by this Bank Loan Agreement and Credit Agreement, and/or the Collateral Agreement, except for money which cannot be foreclosed by the Bank according to the requirements of the current legislation of the Republic of Kazakhstan;
* to transfer the debt for pre-trial collection and settlement to a collection agency according to the legislation of the Republic of Kazakhstan, and the terms and conditions of the Bank Loan Agreement, and Credit Agreement;
* to collect the Borrower’s/Guarantor’s (if any) debt through the judicial procedure (inter alia assign debt collection to third parties in the manner stipulated by the legislation of the Republic of Kazakhstan, and provide them with the documentation and information required to fulfill the Bank's order);
* to demand compensation for costs, damages, and losses caused by default of obligations under the Loan;
* to notify the Borrower’s employer of the fact of the Borrower’s non-performance of obligations under the Bank Loan Agreement, Credit Agreement
* to assign the right (claim) under the Bank Loan Agreement, Credit Agreement to a third party, according to the legislation of the Republic of Kazakhstan, if the Borrower is in arrears in performance of obligations under the Agreement for more than 90 (ninety) consecutive calendar days;
* to take other measures, including debt collection measures, according to the legislation of the Republic of Kazakhstan, the Bank Loan Agreement, Credit Agreement.

The Bank shall independently determine the application of another measure (or the application of measures in aggregate).

Responsibility of the Borrower:

˗ forfeit (penalty) for late repayment of the Loan and/or payment of the Interest - 0.5% (zero point five) percent of the overdue payment amount for each calendar day of delay within 90 (ninety) days of delay, but not more than 10% (ten) percent of the issued Loan amount for each year of operation of the Loan Agreement;

˗ forfeit for nonperformance of the obligation to notify the Bank of changes in the status, details, and other data of the Borrower stipulated by the Bank Loan Agreement - in the amount of 5,000 (five thousand) tenge for each case of violation and to reimburse the Bank for losses incurred as a result of the Borrower’s nonperformance of this obligation in full.

˗ forfeit for misuse of the Loan - in the amount of 25% (twenty-five percent) of the Credit amount not used for the proper purpose.

˗ forfeit for the Borrower’s violation of other obligations under the Bank Loan Agreement and/or the Credit Agreement - in the amount of 0.5% (zero point five percent) of the Credit amount for each calendar day of violation, for each case of violation.

Annex 2

to the Resolution

of the Management Board of the Agency

of the Republic of Kazakhstan

for regulation and development

financial market

№ 4 dated 29 January 2024

Annex 2

to the Rules for the provision of banking services

and consideration by banks, organizations carrying out certain types of banking operations, customer appeals,

arising in the process of rendering banking services

full name (name)

and residence (location) of the borrower

date of notice formation

(day, month, year)

Information posted on the bank’s Internet resource and (or) in the mobile application

If the borrower is an individual, he/she shall be entitled within thirty calendar days from the date of occurrence of delay in performance of an obligation under the bank loan agreement (hereinafter referred to as the Agreement) to visit the Bank and (or) submit in writing or by the method stipulated by the Agreement an application containing information on the reasons for the occurrence of delay in performance of an obligation under the Agreement, income and other confirmed circumstances (facts), which cause his/her application for making amendments to the terms and conditions of the Agreement, according to clause 1-1 of Article 36 of the Law of the Republic of Kazakhstan “On banks and banking in the Republic of Kazakhstan” (hereinafter referred to as the Law on banks).

In this case, within fifteen calendar days after the day of receipt of the individual borrower’s application stipulated by clause 1-1 of Article 36 of the Law on banks, the Bank shall consider the amendments to the terms and conditions of the Agreement proposed by the individual borrower and shall notify the individual borrower in writing or the manner stipulated in the Agreement about:

1) acceptance of the proposed amendments to the terms and conditions of the Agreement;

2) its proposals to amend the terms and conditions of the Agreement;

3) refusal to amend the terms and conditions of the Agreement indicating motivated reasons for such refusal.

In case of receipt of the Bank’s decision to refuse to amend the terms and conditions of the Agreement or in case of failure to reach a mutually acceptable decision to amend the terms and conditions of the Agreement, the individual borrower within 15 (fifteen) calendar days from the date of receipt of the Bank’s decision shall be entitled to apply to the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market with simultaneous notice to the Bank.

If the borrower fails to meet the Bank’s request to make payments under the Agreement, including overdue debts, according to paragraph 2 of Article 36 of the Law on Banks, the Bank shall be entitled to foreclose indisputably on money, inter alia by filing a payment claim, available on the borrower’s bank accounts (if the Agreement stipulates such foreclosure), subject to the restrictions stipulated by the Law on Banks.

In cases when the borrower fails to meet the Bank’s request to make payments under the Agreement, including overdue debts, as well as the individual borrower’s failure to exercise the rights stipulated by paragraph 1-1 of Article 36 of the Law on Banks, or the lack of agreement between the individual borrower and the Bank to amend the terms and conditions of the Agreement, according to paragraph 2-1 of Article 36 of the Law on Banks, the Bank may apply to the borrower measures stipulated by the legislation of the Republic of Kazakhstan and (or) the Agreement, including, but not limited to, transfer the debt for pre-trial collection and settlement to a collection agency (if the Bank has such right under the Agreement), assign the right (claim) under the Agreement to a person specified in paragraph 4 of Article 36-1 of the Law on Banks, file a lawsuit in court to recover the debt amount under the Agreement, as well as to foreclose on pledged property extra-judicially, except for cases stipulated by the Law of the Republic of Kazakhstan “On Mortgage of Immovable Property”, or in a judicial procedure.