

**LOAN AGREEMENT**  
**(COLLATERAL) № \_\_\_\_\_**

Almaty city

\_\_\_\_\_, “\_\_\_”, 20\_\_

„Mogo Kazakhstan (Мого Қазақстан)” LLP, hereinafter referred to as the “**Creditor**”, represented by the Head of the Support Service Ms. Shevchuk Polina Dmitrievna (*Шевчук Полина Дмитриевна*), acting on the basis of the Power of Attorney No. 001 dated 14.01.2019, of the one part, and

Mr/ Ms/Mrs \_\_\_\_\_, identity card No. \_\_\_\_\_ issued by the Ministry of \_\_\_\_\_ of the Republic of Kazakhstan “\_\_\_”.\_\_\_.20\_\_\_, IIN \_\_\_\_\_, hereinafter referred to as the “**Credited Party**”, of the other part,

hereinafter collectively referred to as the “**Parties**” and each individually either a “**Party**” or as specified above, have concluded the present Loan Agreement (collateral) (hereinafter referred to as the Agreement/the present Agreement) to the following effect:

**1. SUBJECT MATTER**

1.1. The Creditor in accordance with the provisions of this Agreement provides the Credited Party with the loan in the amount of \_\_\_\_\_ (\_\_\_\_\_) **tenge** (hereinafter referred to as - the **Loan**) on the terms of maturity, interest payment, repayment and security, and the Credited Party shall timely repay the Loan, pay interest for using the Loan, as well as fulfil other obligations under the present Agreement in full.

1.2. The Loan is provided for the period of \_\_\_ (\_\_\_\_\_) **months** from the date of actual loan disbursement specified in the Repayment Schedule (Annex No. 1 to this Agreement) by transferring money to the bank account of the Credited Party specified in the Agreement by bank transfer or the date the Credited Party receives the Loan in cash through the Creditor’s cash desk.

1.3. Method of loan repayment and interest payment: by bank transfer of payments by the Credited Party to the Creditor’s bank account or by cash payment to the Creditor’s cash desk according to the Repayment Schedule.

1.4. Repayment of the Loan, payment of accrued interest is made in the amounts established by the Agreement in the manner and terms in accordance with the Repayment Schedule signed by the Parties, which is an integral part of this Agreement. Repayment moment is the date the money is credited to the Creditor's account. When money is credited after Astana time is 00.00, the next business day shall be considered the date of crediting money to fulfil the obligations under the Agreement.

1.5. The existing debt of the Credited Party, including in the event that they do not fulfil their obligations under this Agreement, as well as repayment of the Loan and accrued interest by the Credited Party, is made from any accounts of the Credited Party or by cash payment to the Creditor’s cash desk, and is payable in the following order:

1.5.1. overdue amount of the Loan;

1.5.2. amount of overdue interest for using the Loan;

1.5.3. amount of the Loan payment;

1.5.4. amount of the accrued interest for using the Loan;

1.5.5. amount of punitive damages for non-performance or improper performance of any obligations under the Agreement:

1.5.5.1. the amount of forfeit (fine, penalty) for late payment of the Loan;

1.5.5.2. amount of forfeit (fine, penalty) for late payment of the interest;

1.5.5.3. the amount of forfeit (fine, penalty) for failure to fulfil other obligations of the Credited Party provided for in the sub-clause 5.2. of the present Agreement;

1.5.6. costs (losses) of the Creditor incurred in obtaining the performance of the obligations of the Credited Party under this Agreement.

1.5.6.1. amounts of fees and other payments established by the Creditor;

1.5.6.2. the amount of costs and expenses incurred by the Creditor due to non-fulfilment and/or improper fulfilment by the Credited Party of other their obligations under this Agreement.

1.5.6.3. the amount of costs and expenses for the maintenance and assessment of the Secured Asset, including in cases of sale of the Secured Asset the costs of paying the auction fee, postal expenses, expenses for sending notifications, etc.

1.6. In case of non-fulfilment or improper fulfilment of obligations on repayment of the Loan amount and/or payment of the interest, the Creditor shall have the right to demand from the Credited Party the payment of a forfeit (penalty) in the amount of 0.5% (zero point five percent) of the outstanding amount and in the amounts stipulated by the Repayment Schedule (Annex No. 1 to this Agreement), payment of the Loan and interest (unfulfilled obligation), for each day of delay, but not more than 10% of the amount of the issued Loan per year.

1.7. For using the Loan, the Credited Party undertakes to pay the Creditor the interest of \_\_\_\_% (five percent) per month accrued on the balance of the principal loan debt. The interest on the Loan is accrued for the actual period of use of the Loan, while the number of days in a month is taken as 30 (thirty), the number of days in a year is taken as 360 (three hundred and sixty).

1.8. Loan purpose: consuming purposes.

1.9. The Parties by mutual agreement to this Agreement have the right to increase the loan amount or the term of the Agreement by amending the Loan Agreement and the Repayment Schedule.

1.10. The Creditor also provides a loan to the Credited Party in the amount of \_\_\_\_\_ (\_\_\_\_\_) tenge for registration of a security agreement, registration of a vehicle (underline as necessary), while this loan is included in the Loan amount specified in the sub-clause 1.1 of the Agreement and must be repaid in accordance with the terms of the present Agreement.

## **2. LOAN ARRANGEMENT PROCEDURE**

2.1. The Loan is issued after registration of the rights of the Creditor as a pledge holder for the Security Asset specified in the sub-clause 4.1. of the present Agreement. Prior to the provision of duly executed collateral, the Creditor is relieved of the obligation to provide the Loan.

## **3. LOAN REPAYMENT PROCEDURE AND TERMS**

3.1. The Credited Party is obliged to repay the Loan they received and pay the accrued interest no later than the maturity days specified in the Repayment Schedule (Annex No. 1 to this Agreement), which is an integral part of this Agreement by depositing money to the Creditor's cash desk or crediting to the Creditor's bank account specified in the section 15 of this Agreement. If the maturity day of any payment the Credited Party is obligated to make under this Agreement falls on a day that is not a business day, then such payment must be made on the next business day following that day without payment of a forfeit and other types of punitive damages. In this case the interest is accrued until the date of actual payment.

The Credited Party is obliged to provide the Agreement number in the payment form when paying by bank transfer in accordance with the Agreement. If the payment of the Credited Party does not comply with the provisions specified above, the Creditor has the right to consider such payments as not received until their identification. In the event of circumstances specified in this clause, the Creditor shall notify the Credited Party by one of the means of communication specified in the Agreement.

3.2. The Credited Party is entitled to repay the Loan in full or in part ahead of the Schedule with payment of interest accrued on the day of early repayment of the Loan, as well as to pay the Creditor a fee for early repayment of the loan in the amount of:

The basis for a partial or full early repayment of the Loan is a written statement of the Credited Party submitted to the Creditor no later than 3 (three) business days prior to the date of the expected early repayment of the Loan, indicating the amounts allocated for partial or full early repayment.

3.3. If the Credited Party repays the Loan ahead of the Schedule in full or ahead of the Schedule partially with the fulfilment of the terms of this Agreement, the Creditor guarantees the

recalculation of interest for the actual period of use of the Loan on the date of actual repayment of the entire Loan amount or a part thereof.

3.4. The Loan repayment date shall be considered the date of crediting of the last payment to the Creditor's bank account or cash desk in accordance with the Repayment Schedule (Annex No. 1 to this Agreement) or the date of receipt of the full amount of early repayment of the Loan debt, taking into account interest accrued on the date of the actual repayment.

3.5. If taxes or duties, or laws and/or administrative decisions come into force during the Agreement, which lead to conditions that impose additional payments on the Creditor or reduce payments under the Agreement or in connection with the Loan, the Creditor has the right to increase or decrease payments under the Agreement accordingly and within 30 (thirty) days notify the Credited Party in advance of the changes by sending an appropriate invoice/report on monthly payments or a new Repayment Schedule of the Credited Party.

3.6. The Creditor prepares invoices/statements on the monthly payment in electronic form, and they will be valid without a signature and a stamp. Invoices/statements on the monthly payment will be sent to the Credited Party to the email address specified in the Agreement.

3.7. "Balloon" redemption method.

3.7.1. The Parties to this Agreement have established that the "Bballoon" redemption method is a payment method applicable to any Agreements with a maturity of more than 12 months. It includes equal monthly payments throughout the term of the loan agreement, as well as the right to implement the "Balloon" payment method in accordance with the provisions of the sub-clause 3.9 of this Agreement.

3.8. "Balloon" payment.

3.8.1. The Parties to this Agreement have established that the "Balloon" payment includes the remaining unpaid principal debt under the Agreement, as well as the interest for the entire period.

3.8.2. The "Balloon" payment replaces the corresponding following one after another twelve standard monthly payments, including the amount of the principal debt and the interest for the corresponding period. After payment of the "Balloon" payment, the obligations of the Credited Party on the principal debt, interest and fees are deemed repaid in respect of this twelve-month period, in accordance with the sub-clause 3.9. of the present Agreement.

3.9. If the Credited Party receives a loan with a repayment term of more than 12 (twelve) months, the Credited Party may exercise the right to make a "Balloon" payment for the early repayment of their payment obligations under the Agreement in respect of such a period without making an early repayment fee specified in the sub-clause 3.2 of this Agreement.

3.9.1. The "Balloon" payment may be paid by the Credited Party during the period starting from the expiration of eleven months of regular loan payment (subsequently in periods that are multiple of 11 months) and ending at the time of the expiration of the twelfth month of regular loan payments (subsequently in periods that are multiple of 12 months).

3.9.2. To exercise the right to use the "Balloon" payment, the Credited Party must pay the "Balloon" payment in the appropriate amount and for the corresponding period with a clear indication of the following payment purpose in the payment order: "Balloon payment under the Loan Agreement (collateral;) No. \_\_\_\_ dated \_\_\_\_\_)".

3.9.3. In case of failure to comply with the requirements of the sub-sub-clause 3.9.2 of this Agreement, the Creditor will consider the payment made as an early repayment and charge a fee for early repayment in accordance with the sub-clause 3.5 of this Agreement.

3.10. The right to make a "Balloon" payment does not limit the Credited party's right to early repayment of their payment obligations at any time during the term of this Agreement. In this case, the Credited Party will need to pay an additional interest for early repayment, in accordance with the sub-clause 3.5 of this Agreement.

3.11. Payment of the "Ball" payment does not relieve the Credited Party of their obligations to pay the remaining unpaid amounts according to this Agreement.

#### **4. COLLATERAL**

4.1. As a collateral for the fulfilment of the obligations of the Credited Party under this Agreement, a motor vehicle belonging to the Credited Party by right of ownership shall be pledged:

Make/Model “ \_\_\_\_\_ ”;

Licence plate \_\_\_\_\_;

Year of issue \_\_\_\_\_;

Body No. \_\_\_\_\_;

Colour \_\_\_\_\_ (hereinafter referred to as the Security Asset), in accordance with the Motor Vehicle Security Agreement No. \_\_\_\_\_ dated “\_\_”. \_\_.20\_\_ (hereinafter referred to as the Security Agreement).

4.2. If the Credited Party does not pledge a vehicle to the Creditor within 14 days from the date of signing of this Agreement, this Agreement shall automatically terminate and be considered invalid. All payments made by the Credited Party to the Creditor in this case are non-refundable.

## 5. DUTIES OF THE PARTIES

### 5.1. The Creditor shall:

5.1.1. Provide the loan in the amount, term and on the terms provided for by this Agreement, upon provision by the Credited Party of all necessary documentation, as well as after registration of the rights of the Creditor as a pledge holder for the Security Asset under the Security Agreement.

5.1.2. Observe the privacy of the Loan in accordance with the requirements of the legislation of the Republic of Kazakhstan and the terms of this Agreement, and disclose it only in cases expressly provided for by the legislation of the Republic of Kazakhstan.

5.1.3. In case of a change of location or change of name, notify the Credited Party thereon no later than 30 (thirty) calendar days from the date of such changes by sending a written notice to the *Credited Party*.

5.1.4. To inform the Credited Party about their rights and obligations related to obtaining the Loan.

### 5.2. The Credited Party shall:

5.2.1. Bear all expenses associated with signing and execution of this Agreement, including the payment of fees in accordance with the rates of the Creditor, and also to bear all expenses incurred by the Creditor as a result of non-fulfilment or improper fulfilment by the Credited Party of any of their obligations under the Loan Agreement and the Security Agreement;

5.2.2. Repay the loan and pay interest in the manner and terms established by the Agreement;

5.2.3. Timely notify the Creditor of all cases, facts, circumstances that may adversely affect the implementation of the terms of this Agreement, including repayment of the Loan and accrued interest;

5.2.4. During the term of this Agreement, in an appropriate manner and in full, fulfil financial obligations under this Agreement as a matter of priority with respect to all other financial obligations, both existing on the day of signing of this Agreement and arising in the future, with the exception of cases provided for by the legislation of the Republic Kazakhstan;

5.2.5. In case of untimely repayment of the Loan and/or accrued interest, as well as in case of misuse of the Loan, pay the Creditor the amount of forfeits (fines, penalties) provided for in the Agreement;

5.2.6. When changing any personal data/personal data of an authorized person of the Credited Party, place of actual residence/registration, place of work, changing the name and/or surname and/or father’s name (if any), details of documents proving the identity of the Credited Party/authorized person of the Credited Party and other data of identification of the Credited Party, postal and/or banking details, phone numbers, electronic addresses and other information, within three calendar days from the moment of the occurrence of the relevant events, notify the Creditor of the new information with attached copies of any respective documents (if necessary), having concluded at the same time upon request of the Creditor an additional agreement to this Agreement (if necessary). The obligation of the Creditor to send letters, notifications and other

messages to the Credited Party at a new address, phone/mobile phone number, email address, indicating the new identification data of the Credited Party, arises for the Creditor only after the Creditor registers the notification of the Credited Party about changing the address, phone/mobile phone number, email addresses, identifications by assigning it an incoming number;

5.2.7. Provide upon request of the Creditor any necessary information and documentation that the Creditor can reasonably request in the framework of the execution of this Agreement, including documents regarding their financial standing, condition and intended use of the Loan, as well as necessary to verify the Security Asset;

5.2.8. In case of improper use of the Loan, repay the Loan to the Creditor ahead of the Schedule and pay the Interest in the portion of the used Loan accrued under the Agreement on the Loan repayment date, within the time period established by the Creditor;

5.2.9. Assist the Creditor in monitoring the intended use of the Loan;

5.2.10. If it is necessary conclude an additional agreement to this Agreement as determined by the Creditor, sign it within 10 (ten) calendar days from the date of receipt of the relevant notification from the Creditor;

5.2.11. Notify the Creditor in writing within three days from the date of receipt by the Credited Party of the information/occurrence of the event:

- on initiating criminal proceedings against the Credited Party and/or civil cases that may affect the performance of obligations under this Agreement;

- on the seizure of any property of the Credited Party;

- on the contestation by anyone of the validity of this Agreement and/or the Security Agreement;

- on the proposed seizure (redemption) for state needs of the Security Asset;

- on other circumstances that could adversely affect the proper performance of obligations under this Agreement and/or the Security Agreement.

5.2.12. Pay the Creditor upon their request the penalty imposed by them (penalty, fines) in accordance with the terms of this Agreement;

5.2.13. Repay the Loan ahead of the Schedule and the amount of accrued interest upon presentation by the Creditor of the relevant claim in accordance with the sub-sub-clauses 6.1.3.-6.1.5., the sub-sub-clauses 6.1.15.-6.1.16. of the sub-clause 6.1. of the present Agreement;

5.2.14. Repay the Loan ahead of the Schedule in part or in full with payment of interest for the actual time of using the Loan in compliance with the procedure provided for in the sub-clause 3.2. of the present Agreement;

5.2.15. Not perform the following actions without sending a prior (at least ten calendar days in advance) written notice to the Creditor:

5.2.15.1. Large investment transactions and/or several interrelated transactions, such as: the acquisition, sale, transfer of assets, including the acquisition and transfer of equipment for leasing. At the same time, for the performance of these actions it is necessary to obtain a written consent of the Creditor;

5.2.15.2. Transfer of property belonging to them in trust. At the same time, for the performance of these actions, it is necessary to obtain a written consent of the Creditor;

5.2.16. At the first request of the Creditor, within 10 (ten) calendar days provide all Agreements, agreements concluded by the Credited Party with third parties during the term of the Agreement;

5.2.17. On the basis of the Creditor's simple written request, within the time specified by them, provide additional security acceptable to the Creditor - in case the Creditor establishes a reduction in the value of the Secured Asset, to restore or replace the Secured Asset - if the Pledgor's ownership of the Secured Asset has been terminated or there is a threat of termination, and/or destruction of the Secured Asset, its damage, loss, or there is a threat of destruction/damage/loss of the Secured Asset. At the same time, the cost of the property provided as a collateral should be sufficient to cover the obligations of the Credited Party to the Creditor under this Agreement;

5.2.18. Assist the Creditor in monitoring the Secured Asset and bear all expenses. Carry out revaluation/bear the costs of revaluation of the Secured Asset, if such a request is received from the Creditor;

5.2.19. During the term of the Agreement, not pledge repeatedly or otherwise encumber the Secured Asset provided as security for the fulfilment of the Credited Party's obligations to the Creditor and do not transfer the rights to any property owned by the Credited Party without the special permission of the Creditor;

5.2.20. If there is a requirement of the Creditor, submit to the Creditor all documents of title, identification, technical, drawn up in accordance with the requirements of the legislation of the Republic of Kazakhstan on the Secured Asset within the time period established by the requirements of the Creditor;

5.2.21. In case of a change of title and/or identification documents to the Secured Asset, technical characteristics of the Secured Asset/other information, information or data entailing changes in information that are subject to registration in the legal and/or other cadastre (register) of the authorized body, the Credited party shall immediately, in writing, notify the Creditor of such changes attaching the relevant documents, within 5 business days from the date of actual change of such information come to the Creditor and sign additional agreements to this Agreement (if necessary), the Security Agreement (if necessary), as well as provide other documents necessary in accordance with the legislation of the Republic of Kazakhstan for registration of amendments to the Security Agreement;

5.2.22. Prior to obtaining the Loan, provide the Creditor with a Security Agreement with a note from the authorized registering authority on the registration of the rights of the Creditor as a pledge holder for the Secured Asset, or other documents necessary to confirm the fact of registration of such rights of the Creditor as a pledge holder with the authorized body;

5.2.23. In the event the Creditor conducts the sale procedure of the Secured Asset out of court, to receive notices of default, notices of sale details and other documents sent by the Creditor in accordance with the Security Agreement, this Agreement and the legislation of the Republic of Kazakhstan, as well as sign for their receipt. Do not oppose the Creditor in any form when selling the Secured Asset;

5.2.24. In case of delay in the Credited Party's obligations under the Loan Agreement, to transfer the Secured Asset, as well as documents, keys and other items related to the Secured Asset, to the Creditor's employees, at their first request;

5.2.25. Deal with disputes related to the Secured Asset, prevent all shortcomings and imperfections of the Secured Asset, as well as take measures against third parties if they somehow caused a violation of the Creditor's rights by damaging the Secured Asset or using it illegally;

5.2.26. At their own expense take measures to maintain the Secured Asset in good working condition, including guarantees and/or carry out warranty checks and repairs of the Secured Asset in the manner and within the time specified in the technical documentation of the Secured Asset, as well as conduct a state inspection of the Secured Asset in a timely manner;

5.2.27. Without a written consent of the Creditor not provide the Secured Asset for use by a third party. The third party within the meaning of this clause is not considered the spouse, parents and children of the Credited Party. By providing the Secured Asset for the persons specified in this clause, the Credited Party is responsible for the fact that such persons fulfil the obligations specified for a driver, user, owner in the regulatory enactments of the Republic of Kazakhstan, and the Credited Party remains fully responsible to the Creditor for fulfilling the conditions established by the Agreement;

5.2.28. Pay all additional payments and other expenses associated with the registration of the Secured Asset and the state inspection of the Secured Asset, including insurance costs, as well as taxes and fees stipulated by regulatory enactments of the Republic of Kazakhstan. The Credited Party is obliged to pay administrative fines or other penalties and other payments related to the Secured Asset, or which are mandatory for the driver, user, owner or owner of the Secured Asset, within the time period established by law;

5.2.29. Upon the Creditor's first request transfer the Secured Asset to the Creditor with the manufacturer's installation (including the keys to the Secured Asset) in the cases specified in the Agreement. In case of delay in the transfer of the Secured Asset the Credited Party shall pay a fine to the Creditor in the amount of 0.5% (point five percent) of the value of the Secured Asset for each day the Secured Asset is located *at the Credited Party* after receipt of the Creditor's

request. The submitted Secured Asset must be assembled by the manufacturer, it may not have any defects or malfunctions that are not associated with normal wear and tear of the vehicle during the term of the Agreement, otherwise the Credited Party is obliged to cover the repair and material costs necessary to restore the Secured Asset to meet the condition it was in on the day of payment of the purchase price for the Secured Asset within 3 (three) business days at the request of the Creditor;

5.2.30. Fulfil other obligations in full, comply with the requirements of the Creditor listed in this Agreement.

**5.3. The Credited Party certifies and warrants to the Creditor that:**

5.3.1. they have the right on their own behalf to conclude this Agreement;

5.3.2. this Agreement constitutes a valid and legally binding obligation of the Credited Party to be performed in accordance with the terms of this Agreement;

5.3.3. the relations of the Credited Party existing at the time of signing this Agreement with any third parties are not an obstacle, and do not contain restrictions for the Credited Party on the conclusion of this Agreement;

5.3.4. there are no circumstances that may prevent them from being liable for their obligations under this Agreement, and in the event of such circumstances, they will notify the Creditor in writing within three days from the moment of their occurrence;

5.3.5. All payments due to the Creditor under this Agreement will be made by the Credited Party in a priority manner, with the exception of cases established by the legislation of the Republic of Kazakhstan, regardless of any requirements from third parties;

5.3.6. Any claims against the Credited Party by other creditors and any third parties will not affect the ability of the present Agreement to be executed by the Credited Party. In case of failure to fulfil this Agreement, the Credited Party shall not be entitled to refer to any circumstances related to their obligations to any third parties, with the exception of cases provided for by the legislation of the Republic of Kazakhstan, and such circumstances are not an obstacle to the realization by the Creditor of their rights provided for by this Agreement;

5.3.7. they have no objection to the provision of information on this Loan at the disposal of the Creditor to a third party upon assignment of rights of claim under this Agreement, including against the provision of information related to the fulfilment by the parties of their obligations, as well as in cases, where collection of debt under the Agreement will be entrusted to third parties (including collection and other companies working with problem loans), as well as for other reasons provided for in this Agreement;

5.3.8. The Credited Party declares that the terms of this Agreement and other agreements concluded under this Agreement and additional agreements and their annexes are clear to them, there are no misperceptions, including in the motives of transactions, and the conditions of the above agreements are not enslaving to them;

5.3.9. third parties, who have entered into a Security Agreement comply with the guarantees and representations provided for in the sub-sub-clauses 5.3.4. and 5.3.8. of this clause;

5.3.10. The Credited Party is familiar with and agrees with the rates and fees of the Creditor;

5.3.11. The Credited Party does not have current arrears on existing loans;

5.3.12. the content of this Agreement and the appropriate fulfilment of its conditions will not cause a violation of any provision contained in any agreement or document in which the Credited Party is a participating party, or under which they have obligations, or any legislative act, regulatory legal acts, rules, court decisions related to them;

5.3.13. The Secured Asset will not be encumbered in any way without a written consent of the Creditor.

5.4. All representations and warranties of the Credited Party specified in sub-clause 5.3 of this Agreement are deemed repeatable for each day throughout the term of this Agreement.

5.5. In the event of a change in any of the aforementioned circumstances, the Credited Party shall immediately notify the Creditor in writing.

5.6. Partial or complete restriction of the use of the Secured Asset due to damage to the Secured Asset, its loss or complete destruction, disputes related to the Secured Asset, as well as

disputes with an Insurer, do not exempt the Credited Party from fulfilling obligations under the Agreement.

5.7. The Credited Party agrees that in the cases specified in the Agreement, the Creditor has the right to acquire possession of the Secured Asset by taking over the Secured Asset, if the Credited Party cannot transfer the Secured Asset to the Creditor on time.

5.8. The Credited Party is required:

5.8.1. as of the date of provision of the Secured Asset as a pledge to the Creditor, to provide compulsory insurance of civil liability of the vehicle owner (hereinafter referred to as the CICL) for the Secured Asset;

5.8.2. in order to ensure that during the entire term of the Agreement the CICL insurance on the Secured Asset is valid, to present to the Creditor a new insurance policy for the subsequent OSGO insurance period no later than 5 (five) days before the expiration of the previous insurance period, (a) by sending a scanned CICL insurance policy to the email address of the Creditor specified in the Agreement, or (b) by providing a copy of the CICL insurance policy at the location of the Creditor with subsequent provision of its original for verification the provided copy.

5.9. If the Credited Party has not complied with the requirements of sub-clause 5.8. of the Agreement, the Creditor has the right to insure the Secured Asset for a subsequent period at their discretion. In this case the Credited Party is obliged, no later than within 10 (ten) days after the Creditor has issued the appropriate invoice to refund to the Creditor the full amount of the paid insurance premium.

5.10. In case of damage, destruction, theft or robbery of the Secured Asset, the Credited Party shall inform the Creditor in writing and by other means of communication (email, phone, etc.) within 1 (one) business day from the moment of the occurrence of circumstances.

5.11. In case of receipt of insurance indemnity, the Creditor shall forward it first to cover the obligations of the Credited Party. If the received insurance indemnity is not sufficient to cover the obligations of the Credited Party, the Credited Party shall pay the difference to the Creditor within 5 (five) business days from the receipt of the insurance indemnity.

5.12. If the Secured Asset is damaged and the insurance indemnity has not been received, the Credited Party shall restore the Secured Asset at their own expense and continue to pay all established payments under the Agreement.

5.13. If the insurance indemnity exceeds the total amount of the Credited Party's debt under the Agreement, the Creditor shall pay the difference to the Credited Party, if the Credited Party does not have debts arising from other agreements concluded between the Creditor and the Credited Party. If the Credited Party has arrears under other agreements with the Creditor, the difference is forwarded to cover such arrears under the concluded agreements.

5.14. If the insurance indemnity is not paid in the event of the destruction, theft or robbery of the vehicle, and the Insurer is notified thereof, the Credited Party shall pay the Creditor the cost of the debt and other payments calculated in accordance with the provisions of the Agreement within 15 (fifteen) business days from the date of refusal from payment of indemnity by the insurance company.

5.15. Disputes regarding refusal to pay the insurance indemnity or the amount of the insurance indemnity do not exempt the Credited Party from the Agreemental obligations.

5.16. The Credited Party, if necessary, represents the Creditor in disputes with the Insurer on issues related to the payment of the insurance indemnity or its amount. Disputes regarding refusal to pay the insurance indemnity or the amount of the insurance indemnity do not exempt the Credited Party from the Agreemental obligations.

## **6. RIGHTS OF THE PARTIES**

### **6.1. The Creditor is entitled to:**

6.1.1. Refuse to provide the Credited Party with the Loan stipulated by this Agreement in whole or in part, if there are circumstances indicating that the Loan and/or interest accrued for the use of the Loan provided to the Credited Party will not be returned to the Creditor in a timely manner in the cases of failure to fulfil/impossibility to fulfil the conditions provided for in the sub-clause 2.1. of this Agreement, as well as for the following reasons:



- a. the Credited Party is involved in the trial (s) as a defendant and/or a third party, who does not state independent claims on the side of the defendant, which may affect the proper performance of obligations under the Agreement;
- b. the property of the Credited Party and their accounts are seized and/or recovery proceedings are instituted against the property or there is a real threat of the occurrence of these events;
- c. The Credited Party has submitted inaccurate information about the availability (condition) of the collateral, as well as the Creditor has identified information about unreliability of any information provided;
- d. the Credited Party has past due debts on other loans and other obligations of the Credited Party to the Creditor and/or third parties;
- e. changes to the requirements of the current legislation affecting the proper performance by the Credited Party of the obligations under the Agreement.

6.1.2. Request and receive from the Credited Party the necessary information and documents within the time specified by the Creditor, while the Credited Party is responsible for the accuracy of such information and documents;

6.1.3. If the Credited Party does not fulfil the obligations stipulated in sub-clause 5.2. of this Agreement, the Creditor has the right to refuse to execute the Agreement and require the Credited Party to repay the Loan ahead of the Schedule, interest on it, as well as other amounts of debt under this Agreement (if any will be available at the time of collection);

6.1.4. To prematurely present for collection (partially/in full) the amount of the Loan and interest thereon, and other amounts due from the Credited Party under this Agreement, including to claim the Secured Asset to the Creditor's pledge and to recover the Secured Asset, in cases provided for by this Agreement as well as:

- violations by the Credited Party of the payment term for the Loan amount and/or interest for more than 30 (thirty) calendar days;
- violation by the Credited Party of the payment term for the next payment stipulated by the Repayment Schedule (Annex No. 1 to this Agreement);
- in case of deterioration of the financial condition of the Credited Party, identified as a result of monitoring by the Creditor, the lack of funds from the Credited Party to repay the next loan payment and the absence of prospects for their receipt;
- in case of misuse of the Loan;
- upon detection of the fact that the Credited Party provided false information, when applying for the Loan;
- if any of the statements, information and/or guarantees made (submitted) by the Credited Party in accordance with this Agreement was invalid (unreliable) or became invalid during the term of this Agreement;
- in case of violation by the Credited Party their its obligations to the Creditor under this Agreement, as well as in cases provided for by the legislation of the Republic of Kazakhstan;
- in case the Credited Party is involved in litigation;
- in case the property of the Credited Party is seized or a penalty is imposed (or there is a real threat of such);
- in case of untimely and/or unreliable submission to the Creditor of reports, information and other data on financial and economic activities and income of the Credited Party;
- in case of failure to fulfil the requirements of the Creditor to provide security or evasion of the Credited Party from providing additional collateral/replacement of the Secured Asset, as well as in case of violation of the rules on the subsequent pledge;
- in case of damage, destruction or loss of the Secured Asset or the occurrence of such a threat;
- implementation of actions aimed at reducing the quantity or value of the Secured Asset;
- in case of non-fulfilment/improper fulfilment of the obligations under the Security Agreement;
- in case of non-fulfilment of the obligation to maintain and preserve the Secured Asset, violation of the rules for the disposal of the Secured Asset;
- upon provision of false information on the availability (condition) of the Secured Asset;

- in case of reduction of the value of the Secured Asset as a result of any action of the Credited Party (Pledgor), and the Credited Party does not compensate for such a difference between the cost of the Secured Asset and the outstanding Loan within 30 (thirty) days from the receipt of the written notification of the Creditor;

- If the Credited Party does not submit documents related to the intended use of the Loan and insurance of the Secured Asset within 3 (three) business days from the date of notification of the Creditor about the provision of documents;

- If the Credited Party does not provide for inspection the Secured Asset within 3 (three) days at the request of the Creditor, in order to provide the Creditor with the opportunity to inspect the status of the Secured Asset;

- The Credited Party has not paid administrative fines or other fines and other payments related to the vehicle, which a driver, user or owner is required to pay within the statutory period, if such a total unpaid amount exceeds 140 euros (one hundred forty euros), and such a delay exceeds 30 (thirty) days;

- if the Credited Party has been unable to insure the Secured Asset in the manner prescribed in the Agreement, and such violation is not eliminated within 5 (five) business days from the receipt of the written notification of the Creditor;

- upon entry into legal force of a court decision on the insolvency of the Credited Party;

- other breaches of the terms of this Agreement;

6.1.5. In case of default by the Credited Party to the Creditor of obligations regarding the proper and timely repayment of the Loan and/or its next instalment and payment of accrued interest for using the Loan for more than 30 (thirty) calendar days, the latter has the right to demand early repayment of the entire Loan amount, interest accrued for the entire period of use of the Loan, accrued forfeit (fine, penalty), as well as expenses incurred by the Creditor;

6.1.6. Make the assignment of their rights and obligations, as well as the rights of claim against the Credited Party under this Agreement in full or in part to third parties without the consent of the Credited Party in accordance with the legislation of the Republic of Kazakhstan;

6.1.7. Revise and unilaterally change the interest rates and (or) the way and method of repaying the Loan, as well as the rates and fees associated with the issuance and servicing of loans in force on the day of signing of the Agreement, other conditions of the Agreement only in the direction of their reduction (decrease), which will entail an improvement in the terms of the Loan for the Credited Party;

6.1.8. At any time, check the financial standing of the Credited party, the intended use of the Loan and the Secured Asset. To obtain information, the Creditor has the right to attract any independent experts (audit companies, independent appraisers, law firms, etc.);

6.1.9. In case of violation by the Credited Party of their obligations to repay the Loan and (or) pay accrued interest and the formation of overdue debts, as well as in other cases, the Creditor has the right to unilaterally suspend and resume accrual of interest, forfeit (fine, penalty) for late payment of obligatory payments in accordance with this Agreement;

6.1.10. Notify the Credited Party of the approaching date of payment under the Agreement, the occurrence of arrears under the Agreement, other facts and circumstances. Notification/presentation of requirements for early repayment of the Loan and payment of accrued interest is carried out within a reasonable time by phone call/phone message, including the reproduction of a pre-recorded non-personalized sound message to any phone number specified by the Credited Party, SMS messages, email messages and/or other means of communication. The call can be made on any days (including weekends and holidays) from 9.00 a.m. to 9.00 p.m. (Astana time). In this case, the Credited Party shall be deemed duly notified, if the Creditor sends notifications to the postal address, phone/mobile phone numbers, and email addresses specified by the Credited Party;

6.1.11. In accordance with the requirements of the current legislation of the Republic of Kazakhstan, foreclose on the Secured Asset in case of non-fulfilment or improper fulfilment by the Credited Party of the terms of this Agreement;

6.1.12. Inspect the Secured Asset, its safety, condition, storage and operating conditions, as well as require re-evaluation of the Secured Asset, which will be carried out by an independent appraiser with allocation of expenses to the Credited Party;

6.1.13. Require the Credited Party to re-evaluate the Secured Asset with allocation of expenses related to the re-evaluation to the latter. In case of deterioration, reduction in the value of the Secured Asset, require the provision of additional collateral that meets the requirements of the Creditor;

6.1.14. In the event of a decrease in the market value of the Secured Asset, which is the collateral for the performance by the Credited Party of the obligations under this Agreement, to require the Pledgor or the Credited party to provide new or additional collateral covering the obligations under the Agreement by sending them a written notice. At the same time the Credited Party has the right to accept new conditions for using the Loan, or is obligated to repay early the Loan received and the interest calculated for the actual time of using the Loan within 7 (seven) business days from the receipt of the notification from the Creditor;

6.1.15. If the Credited Party fails to fulfil the conditions of the sub-sub-clause 5.2.4. of this Agreement to require early repayment of the Loan, including in connection with the identification of facts of concealment by the Credited Party of information about their debt obligations;

6.1.16. send correspondence at the place of work of the Credited Party (to the employer of the Credited Party), which contains information on the amount of the principal obligation of the Credited Party, the period of default, the amount of interest payable, interest, and other information on the Loan at the discretion of the Creditor in case of default or improper performance by the Credited Party of their obligations under Agreement. Moreover, the transmission of such information is not a disclosure of information constituting a secret.

6.1.17. In case of non-performance or improper performance by the Credited Party of any of their obligations under the Loan agreements, as well as other agreements concluded with the Creditor, which are the basis for the Creditor to submit a request for early repayment of the Loan, interest on it, as well as other amounts of debt under the Loan agreements concluded with the Creditor, including, in case of non-fulfilment or improper fulfilment by the Credited Party of their obligations on timely repayment of any of the loans provided by the Creditor, as well as their regular instalment and payment of the accrued interest on them for using the Loan for more than 30 (thirty) calendar days, the Creditor has the right to demand early repayment of all issued loans, with payment of the accrued interest on them for the entire period of their use, including the accrued amounts of forfeits (fines, penalties), as well as all expenses incurred by the Creditor.

6.1.18. To use any measures provided for by the current legislation of the Republic of Kazakhstan and/or this Agreement to protect their interests, including but not limited to filing a lawsuit to recover the amount of debt under this Agreement, demanding the Secured Asset as a possessory pledge, withdrawal of the Secured Asset, including, by levying levy on the Secured Asset in an extrajudicial and judicial manner, by contacting a notary public with a statement on execution of an executive inscription on debt collection under the Agreement and on demanding the Secured as a possessory pledge, etc.

## **6.2. The Credited Party has the right to:**

6.2.1. Dispose of the Loan in the manner and under the conditions specified in this Agreement;

6.2.2. Early (fully or partially) repay the Loan amount and interest on it in accordance with the terms of this Agreement;

6.2.3. Prepay the amount of monthly payments on the Loan and (or) interest earlier than the date specified in the Repayment Schedule (Annex No. 1 to this Agreement). Making these payments does not entail changes in the Repayment Schedule;

6.2.4. Upon occurrence of the cases specified in the sub-clause 3.1. of this Agreement, repay the debt without payment of the forfeit and other types of penalties;

6.2.5. Contact the Creditor in writing in case of a dispute regarding the services received and obtain an answer within the time limits established by the legislation of the Republic of Kazakhstan.

## **6.3. The Creditor is not entitled to:**

6.3.1. Review and unilaterally increase the amount of interest, rates and fees set at the date of conclusion of this Agreement, as well as unilaterally change the way and method of repaying the Loan and interest;

6.3.2. To levy a forfeit or other type of penalties in case of full or partial early repayment of the Loan and interest in the manner prescribed in the sub-clause 3.2. of the present Agreement.

## **7. LIABILITY OF THE PARTIES**

7.1. In case of default or improper performance by the Credited Party of the obligations established by the sub-clause 5.2. of this Agreement, with the exception of obligations, which liability for non-performance or improper performance is established by the sub-clauses 1.6. and 7.2. of this Agreement, the Creditor has the right to demand from the Credited Party the payment of a forfeit (fine) in the amount of 0.5% (zero point five percent) of the Loan amount, but not more than 10% of the amount of the issued Loan per year.

7.2. In case of default by the Credited Party of the obligations established by the sub-sub-clause 5.2.21. of the sub-clause 5.2. of this Agreement, the Creditor has the right to demand from the Credited Party the payment of a forfeit (penalty) in the amount of 25% (twenty-five) percent of the Loan amount.

7.2-1. The Credited Party undertakes to pay the Creditor a forfeit in the amount of 5% of the amount of the balance of the principal debt, calculated on the day of the following event:

1) filing a lawsuit in court in connection with the failure of the Credited Party to fulfil the obligations under the Agreement; or

2) signing by the Parties of the Agreement on the performance of the obligations under the Agreement; or

3) delay in payment of the Loan amount and interest for more than 36 days.

7.3. The Creditor shall not be liable for improper notification of the Credited Party in the manner prescribed by the sub-sub-clause 6.1.10. of the sub-clause 6.1., the sub-clause 13.5. of this Agreement in case of non-performance/improper performance by the Credited Party of their obligations stipulated by the sub-sub-clause 5.2.6. of the sub-clause 5.2. of the present Agreement.

7.4. Payment of punitive damages (forfeit) and compensation for losses in case of failure to fulfil and/or improper performance of the obligations does not exempt the Credited Party from fulfilment of the obligations under this Agreement. Upon the request for payment of punitive damages, the Creditor is not obliged to prove the loss they have suffered.

7.5. For other violations the Parties are liable in accordance with the legislation of the Republic of Kazakhstan.

7.6. In case of default or improper performance by the Credited Party of the obligations set forth in this Agreement, the Credited Party shall compensate the Creditor for the losses incurred in connection with the sale of the Secured Asset by the Creditor, and also hereby grants to the Creditor the right to carry out repair work of the Secured Asset to be restored to its original condition it had on the date of transfer of the Secured Asset as a pledge and undertakes to reimburse the Creditor for any losses incurred in repairing the Secured Asset in full.

## **8. PRIVACY**

8.1. Each Party undertakes to maintain strict confidentiality of financial, commercial and other information received from the other Party, unless otherwise provided by this Agreement.

8.2. The transfer of such information to third parties, publication or disclosure is possible only with a written consent of the other Party, as well as in cases provided for by the legislation of the Republic of Kazakhstan and this Agreement.

8.3. By signing this Agreement, at the time of their personal presence at the Creditor's, the Credited Party gives their consent to the Creditor for the disclosure and provision of any information to third parties necessary for the Creditor to exercise their rights under the Agreement, including such that is subject to secrecy provisions of the Loan issue, and concerning the Credited Party, including , but not limited to, the Credited Party's employer, bodies of inquiry and preliminary investigation, courts, justice authorities and private bailiffs, prosecutors, state revenue authorities, representatives of the Credited Party, on the basis of requests in accordance with the legislation of the Republic of Kazakhstan, to the database of credit bureaus, the state body conducting financial monitoring, auditors as a part of the audit completed in respect of the Creditor, as well as to third parties in whose favour the Creditor will assign the right to claim

under the Agreement and other persons in the manner and on the grounds provided for by this Agreement.

8.4. In case of non-fulfilment/improper performance by the Credited Party of the obligations under this Agreement, the Credited Party agrees that the Creditor has the right to disclose and provide any information to third parties necessary for the Creditor to exercise their rights under the Agreement, including information on the amount of the Credited Party's debt to the Creditor, on the nature of the presented and future claims and claims caused by violations of the terms of this Agreement.

8.5. The Credited Party has provided the Creditor with their consent to submit to the database of credit bureaus: information about the Credited Party; issuing a credit report on the Credited Party; transaction to be concluded; information related to the performance by the Credited Party and the Creditor of their obligations under this Agreement; other information provided by legislation on credit bureaus and the formation of credit histories.

8.6. The Credited Party hereby agrees that the information specified in the notification and/or transmitted by phone specified by the Credited Party (including information constituting the secret of the Loan issue), as well as the information specified in the sub-sub-clause 6.1.10. of the sub-clause 6.1. of this Agreement, regardless of the method of distribution, may become known to any third parties. At the same time, the Credited Party will not make any claims in any form to the Creditor in case the information specified in the notification becomes available and known to third parties.

8.7. By signing this Agreement, at the moment of personal presence at the Creditor's, the Credited Party authorizes the Creditor to receive any information relating to the Credited Party, including in the event of death of the Credited Party from notaries, in any bodies and organizations regardless of the form of ownership, including, but not limited to receipt of information on inheritance issues, ownership of property and other information necessary for the Creditor to exercise their rights under this Agreement.

## **9. ASSIGNMENT OF RIGHTS OF CLAIM UNDER THE AGREEMENT**

9.1. The Creditor is entitled at any time during the term of this Agreement to make the assignment of claim under this Agreement in full or in part to third parties without the consent of the Credited Party in accordance with the legislation of the Republic of Kazakhstan.

The Credited Party agrees with the Creditor's right to transfer (entrust) claims or their part arising from the Agreement to an unlimited number of third parties. The Credited Party does not object that in this case the Creditor shall disclose to third parties any information received from the Agreement. The Credited Party agrees and understands that the Creditor is not obligated to inform the Credited Party about the entrusting of any claims arising from the Agreement to third parties by the Creditor.

The Credited Party agrees that by transferring a claim arising from the Agreement or part thereof to a third party, such third parties (assignees) have the right to assign the claims or part thereof entrusted to them to an unlimited number of third parties. In this case, the third party (assignee) has the same right as the Creditor in accordance with the Agreement to disclose to third parties information that arises from the Agreement, as well as information about the Credited Party and the vehicle and is not required to inform the Credited Party of this purpose.

The Credited Party agrees that in case of assignment of claims arising from the Agreement, the Creditor has the right, but not the obligation to continue to process payments under the Agreement in favour of new creditors, acting as a Creditor's agent (trustee). If the Creditor continues to process payments under the Agreement, the Credited Party continues to make payments of the invoices of the Creditor or another invoices specified in the notification of the Creditor to the Credited Party. Moreover the Credited Party agrees that the Creditor is not required to inform the Credited Party that the Creditor continues to act as an agent for the creditors (trustee). If the Creditor assigns claims arising from the Agreement to third parties without further processing of payments under the Agreement and the vehicle under the Agreement, the Credited Party continues to make the Agreemental payments to the new accounts of the creditors specified in the notification of the Creditor to the Credited Party.

The Credited Party agrees that the Creditor, while offering (advertising) to third parties possibility to transfer any claims arising from the Agreement, has the right to publicly disclose, including by posting on the website the following information about the Credited Party and the vehicle: gender of the Credited Party, location, monthly net income, expenses, credit history, age, model of the vehicle, colour, year of manufacture, engine power, mileage, price, images and other information about the Credited Party and the vehicle. In case of public disclosure (promotion) of the possibility of assigning claims arising from the Agreements, the Creditor does not publicly publish the name of the Credited Party, their identity number, phone number, email address, address and image, as well as the state licence plate of the vehicle.

9.2. The Credited Party is not entitled to transfer their rights and obligations to third parties under this Agreement without a written consent of the Creditor.

9.3. The assignee of the Party under this Agreement accordingly accepts the rights and obligations assigned to the Party by this Agreement, including the rights of claim on the Loan and remuneration, and obligations related to the settlement of possible disputes and disagreements.

9.4. The Credited Party agrees and confirms that for the Creditor to carry out the actions listed in the sub-clause 9.1. of this Agreement, there are not required any repeated and/or additional written consents, confirmation or approval in any other form from the Credited Party.

## **10. AGREEMENT TERM OF EFFECT**

10.1. This Agreement shall enter into force upon its signing by both Parties and is valid until the Credited Party fully repays the Loan and its interest, as well as fines, penalties and other payments, if any.

## **11. TERMINATION OF THE AGREEMENT**

11.1. The present Agreement may be terminated in the following cases:

11.1.1. by mutual agreement of the Parties;

11.1.2. unilaterally by the Creditor in case of non-compliance by the Credited Party with the terms of this Agreement, including in cases of non-fulfilment/impossibility of fulfilling the conditions provided for in the sub-clause 2.1. of this Agreement, by notifying the Credited Party 3 (three) business days prior to the date of termination of this Agreement without compensation for possible losses of the Credited Party;

11.1.3. in other cases stipulated by the legislation of the Republic of Kazakhstan.

11.2. Unilateral termination of this Agreement by the Credited Party is not allowed.

11.3. Termination of this Agreement does not exempt the Credited Party from fulfilment of the obligations under this Agreement and liability for its breach that occurred prior to the date of termination of this Agreement.

## **12. SETTLEMENT OF DISPUTES**

12.1. Disagreements and disputes arising in the course of implementation of this Agreement shall be considered by the Parties on a preliminary basis in order to develop mutually acceptable solutions.

12.2. The Parties agreed to consider all disputes and disagreements arising in connection with and regarding this Agreement, that cannot be resolved through negotiations, in the courts of the Republic of Kazakhstan at the location of the Creditor, or its branches/representative offices at their discretion.

## **13. ADDITIONAL CONDITIONS**

13.1. In the event of death of the Credited Party, obligations under this Agreement shall be transferred to their heir (-s) in accordance with the legislation of the Republic of Kazakhstan.

13.2. All expenses related to the execution of this Agreement, including the expenses associated with the costs of notifications and/or other expenses of the Creditor related to non-performance and/or improper performance of the obligations by the Credited Party under this Agreement are borne by the Credited Party.

13.3. The Creditor independently determines the need and methods for sending any notifications to the Credited Party. If the Credited Party does not fulfil the requirements contained in the written notification of the Creditor within the timeframe and in the volumes established by the notification, or does not submit written objections within 5 (five) calendar days from the date of receipt of the notification, or takes some actions to evade receipt of the notification in particular, refuse to receive the notification, failure to notify the Creditor of a change in the actual address of their place of residence (in such cases, the notification of the Creditor will be deemed received by the Credited Party) claims of the Creditor are considered recognized by the Credited Party in the amount specified in the notification of the Creditor (as of the date of the notification), and will be considered indisputable for the purposes of issuing a court order.

13.4. Notifications or requests required or drawn up under this Agreement for the Creditor shall be submitted in writing. Such a notification or request shall be considered as duly presented or sent to the Creditor, when they are delivered personally to a representative of the Creditor, sent by mail or courier to the address specified in the section 15 of this Agreement and registered by assigning an incoming number.

13.5. Any notification or request required or drawn up under this Agreement for the Credited Party shall be submitted by phone call/phone message, including the reproduction of a pre-recorded non-personalized sound message to any phone number specified by the Credited Party, SMS messages, email messages and (or) other means of communication.

13.6. In the event of termination or invalidation of any part of this Agreement, the remaining conditions, applications, additions and parts of this Agreement shall remain in force and are subject to fulfilment by the Parties.

13.7. In case of assignment, sale, pledge or alienation in any other form of the rights of claims under this Agreement by the Creditor to third parties, in any other circumstances arising during the term of the Agreement, the Credited Party agrees that they refuse to fully or partially demand from the Creditor to terminate their obligations under this Agreement by offsetting equitable counterclaims against the Creditor based on existing or future agreements.

13.8. The Credited Party provided unconditional consent to the collection and processing by the Creditor of any information about them received/receivable from all sources, including their personal data recorded on paper, electronic and any other medium, in ways that do not contradict the legislation of the Republic of Kazakhstan.

13.9. If this Agreement is signed by a Co-Credited Party, the obligations under this Agreement fully apply to both the Credited Party and the Co-Credited Party. The liability of these persons to the Creditor is joint.

13.10. All payments to the Creditor under this Agreement must be made by the Credited Party in such a way that the Creditor receives the amount due to them under this Agreement in full, without subsequently deducted taxes, fees, duties, commissions and other deductions therefrom.

13.11. The Credited Party will not have any claims against the Creditor in case the latter terminates funding under the conditions stipulated by the Agreement.

13.12. The annual effective interest rate on the Loan is \_\_\_\_\_ %

13.13. If the Credited Party does not repay the last payment in accordance with the Repayment Schedule (Annex No. 1 to this Agreement), the residue of the principal debt - \_\_\_\_\_ tenge, is provided on loan to the Credited Party under the terms of a new loan agreement, and the Credited Party agrees to repay within the term specified in the Repayment Schedule for the last payment the interest in the amount of \_\_\_\_\_ tenge and a part of the principal debt of \_\_\_\_\_ tenge.

## 14. FINAL PROVISIONS

14.1. All additions and changes to this Agreement are drawn up in an additional agreement in writing, which is an integral part of this Agreement, with the exception of the circumstances set forth in this Agreement, as well as provided for by the current legislation of the Republic of Kazakhstan, upon the occurrence of which, signing of additional agreements to this

Agreement is not required. At the same time, the Parties undertake to take all necessary measures to conclude an appropriate additional agreement to the Agreement.

14.2. All preliminary agreements, arrangements, negotiations and correspondence between the Parties on the issues set forth in this Agreement that took place prior to its signing shall expire from the date of its signing.

14.3. The relations of the Parties not specified by this Agreement shall be regulated in accordance with the current legislation of the Republic of Kazakhstan.

14.4. Prior to the conclusion of this Agreement, the Credited Party was made acquainted with the possible methods of repaying the Loan and interest, including draft repayment schedules of the principal debt and interest calculated by the methods provided for by the requirements of the legislation of the Republic of Kazakhstan.

14.5. The Repayment Schedule (Annex No. 1 to this Agreement) is an integral part of this Agreement.

14.6. This Agreement is drawn up and signed in 2 (two) copies having identical legal effect, one copy for each Party.

## 15. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

### CREDITOR:

**“Mogo Kazakhstan (Мого Қазақстан)” LLP**

BIN: 180940010094

Address: 77/2 Al-Farabi Avenue, apt. 46 (6G), Bostandyk district, Almaty, the Republic of Kazakhstan, A15E3H2

ИIC: KZ94914002203KZ009NP

Subsidiary Bank of “Sberbank” JSC

(ДБ АО «Сбербанк»)

BIC: SABRKZKA

### CREDITED PARTY:

Mr/Ms/Mrs \_\_\_\_\_, IIN \_\_\_\_\_

ID card/passport No. \_\_\_\_\_ issued by \_\_\_\_\_ the RK on “\_\_”. \_\_.20\_\_

Address of the place of residence:

Registration Address:

Email address

Phone:

Bank account No. \_\_\_\_\_ in \_\_\_\_\_ JSC (specify the full name of the Bank) - *is included in the Agreement, if the Loan amount is transferred to the bank account of the Credited Party.*

**On behalf of the Creditor:**

**Credited Party:**

\_\_\_\_\_  
(seal)  
Shevchuk P.D. (Шевчук П.Д.)

\_\_\_\_\_  
(Full surname, name, father's name, signature)



To the Loan Agreement (collateral)

No. \_\_\_ dated \_\_\_\_\_ „\_\_”, 201\_

## Repayment Schedule for the Loan Agreement (collateral)

No. \_\_\_ dated \_\_\_\_\_ „\_\_”, 201\_

No.	Payment date	Principal amount of debt	Repayment of principal loan debt	Repayment of interest on the loan	Total monthly payment
1					
2					
3					
4					
5					
7					
8					
9					
10					
11					
12*					
13					

\*Note:

The period during which the Credited Party has the right to use the Balloon method of debt repayment, in accordance with the terms of the Loan Agreement.

On behalf of the Creditor:

Credited Party:

\_\_\_\_\_  
 (M.P.)  
**Shevchuk P.D. (Шевчук П.Д.)**

\_\_\_\_\_  
 (Full surname, name, father's  
 name, signature)

\_\_\_\_\_ „\_\_”, 201\_