

Information posted on the Bank's website and/or mobile application

If the Borrower is an individual, the Borrower shall be entitled, within 30 (thirty) calendar days from the date of occurrence of a delay in fulfilling obligations under the Bank Loan Agreement (the «Agreement»), to visit the Bank and/or submit, in writing, and/or through digital channels, and/or by any other method provided for in the Bank Loan Agreement, an application containing information on the reasons for the delay fulfilling obligations under the Agreement, the Borrower's income, and other documented circumstances (facts) substantiating the Borrower's application for amendments to the terms and conditions of the Agreement, in accordance with [Clause 2 of Article 61](#) of the Law of the Republic of Kazakhstan «On Banks and Banking Activities in the Republic of Kazakhstan» (the «Banking Law»).

At the same time, within 15 (fifteen) calendar days from the date of receipt of the application submitted by an individual Borrower, as provided for in Clause 2 of Article 61 of the Banking Law, the Bank shall consider the amendments to the terms and conditions of the Agreement proposed by an individual Borrower and shall notify the Borrower in writing, by the means provided for in the Bank Loan Agreement, as well as through digital channels, of one of the following decisions:

- 1) the Bank's acceptance of the proposed amendments to the terms and conditions of the Agreement;
- 2) the Bank's proposals to amend the terms and conditions of the Agreement;
- 3) the Bank's refusal to amend the terms and conditions of the Agreement, including a reasoned justification for such refusal.

If an individual Borrower receives the Bank's refusal to amend the terms and conditions of the Agreement, or if an individual Borrower and the Bank fail to reach a mutually acceptable agreement regarding amendments to the terms and conditions of the Agreement, the Borrower shall be entitled to apply to the Banking Ombudsman within three months from the date of receipt of such refusal.

If the Borrower fails to comply with the Bank's demand for payment under the Agreement, including payment of any overdue indebtedness, in accordance with [Clause 10 of Article 61](#) of the Banking Law the Bank shall be entitled to recover funds from the Borrower in an uncontested manner, including by submitting a payment demand against any funds held in the Borrower's bank accounts (provided that such recovery is stipulated in the Agreement), subject to the limitations provided for in the Banking Law.

If the Borrower fails to satisfy the Bank's demand for payment under the Agreement, including any overdue indebtedness, and the individual Borrower fails to exercise the rights provided for in [Clause 2 of Article 61](#) of the Banking Law, or if an individual Borrower and the Bank fail to reach agreement on amendments to the terms and conditions of the Agreement pursuant to [Clause 11 of Article 61](#) of the Banking Law, the Bank shall be entitled to take the measures provided for by the legislation of the Republic of Kazakhstan and/or the Agreement, including, without limitation, to transfer the amount owed to the collection agency for pre-trial debt collection and settlement (provided that the Bank has such right thereunder); assign its rights (claims) under the Agreement to a person specified in [Clause 1 of Article 63](#) of the Banking Law; file a claim with a court for recovery of the amount owed under the Agreement and enforce its rights against the pledged property out of court, except in cases provided for by the [Law](#) of the Republic of Kazakhstan «On Mortgage of Immovable Property», or through judicial proceedings.

The Bank shall approve the proposed amendments to the terms and conditions of the Bank Loan Agreement for a period of not less than three months, without charging fees, commissions, or any other charges under the Bank Loan Agreement, upon receipt of an application from an individual Borrower requesting amendments to the terms and conditions of the Bank Loan Agreement pursuant to paragraph 2 and/or paragraph 4 of Clause 2 of Article 61 of the Banking Law, provided that such Borrower:

- 1) belongs to a socially vulnerable group of the population in accordance with the [Law](#) of the Republic of Kazakhstan «On Housing Relations»;
- 2) has been affected by circumstances that served as the basis for the imposition of a state of emergency.

A decision approving the proposed amendments to the terms and conditions of the Bank Loan Agreement concluded with an individual Borrower referred to in paragraph 1 of Part 1 of [Clause 4 of Article 61](#) of the Banking Law shall be made if the Borrower's average monthly income, calculated for the two months preceding the month in which the application was submitted, has decreased by more than thirty per cent compared with the Borrower's average monthly income calculated for the twelve months preceding the month in which the application was submitted, or if targeted social assistance has been granted to the Borrower.