

Information posted on the Internet resource and (or) in the Bank's mobile app

If the borrower is an individual, he has the right to visit the Bank within thirty calendar days from the date of the delay in fulfilling the obligation under the bank loan agreement (hereinafter referred to as the Agreement) and (or) submit in writing or in the manner provided for by the Agreement, a statement containing information about the reasons for the delay in fulfilling the obligation under the Agreement, income and other confirmed circumstances (facts) that determine their application for amendments to the terms of the Agreement, in accordance with paragraph 1-1 of Article 36 of the Law of the Republic of Kazakhstan "On Banks and Banking Activities in the Republic of Kazakhstan" (hereinafter - referred to as the Law on Banks).

At the same time, within fifteen calendar days after the date of receipt of the individual borrower's application provided for in paragraph 1-1 of Article 36 of the Law on Banks, the Bank considers the changes proposed by the individual borrower to the terms of the Agreement and informs the individual borrower in writing or in the manner provided for in the Agreement about:

- 1) agreement with the proposed amendments to the terms of the Agreement;
- 2) their proposals to change the terms of the Agreement;
- 3) refusal to change the terms of the Agreement, indicating a reasoned justification for the reasons for such refusal.

In case of receipt of the Bank's decision to refuse to change the terms of the Agreement or if a mutually acceptable decision on changing the terms of the Agreement is not reached, the individual borrower within fifteen (15) calendar days from the date of receipt of the Bank decision has the right to apply to the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market with simultaneous notification to the Bank.

If the borrower does not satisfy the Bank's demand for the need to make payments under the Agreement, including overdue debts, in accordance with paragraph 2 of Article 36 of the Law on Banks, the Bank has the right to recover money in an undisputed manner, including by submitting a payment claim, available in the borrower's bank accounts (if such recovery is stipulated in the Agreement), subject to the restrictions provided for by the Law on Banks.

In cases of dissatisfaction by the borrower with the Bank's demand for the need to make payments under the Agreement, including overdue debts, as well as non-realization by the individual borrower of the rights provided for in paragraph 1-1 of Article 36 of the Law on Banks, or lack of agreement between the individual borrower and the Bank on changing the terms of the Agreement, in accordance with paragraph 2-1 of Article 36 of the Law on Banks, the Bank has the right to apply measures against the borrower provided for 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 there is such a right of the Bank in the Agreement), assign the right (claim) under the Agreement to the person specified in paragraph 4 of Article 36-1 of the Law on Banks, to file a lawsuit to recover the amount of debt under the Agreement, as well as to foreclose on mortgaged property out of court, except in cases provided for by the Law of the Republic of Kazakhstan "On Mortgage of Immovable Property", or in court.