

**FORMAL LOAN OFFER AGREEMENT**  
**(granting of a loan on the money lender's website) (conclusion of a loan agreement)**

To: General director of TOO "Сарвия" (Капвия) V.V.Nizhegorodtsev \_\_\_\_\_ "\_\_\_" 201\_\_

Mr./Ms. (given name, surname, patronymic), citizen of Kazakhstan, date of birth, IIN \_\_\_\_\_, residing at the address: Republic of Kazakhstan (registered domicile address), hereinafter referred to as the "Applicant/Borrower" and TOO "Сарвия" (Капвия) (Registration No. 170340018829, Legal address: Suite 18, 12 floor, 5B block, Nurlly-Tau business-center, 17/1 Al-Farabi ave., 050059, Almaty, Kazakhstan), hereinafter referred to as the "Creditor" offers to conclude a loan agreement with the Applicant and grant him/her a loan within the procedure, specified in TOO "Сарвия" (Капвия) Loan Granting and Processing Regulations, provided on the Website.

**1. APPLICANT'S DATA**

- 1.1. given name, surname, patronymic \_\_\_\_\_;
- 1.2. Date of birth: \_\_\_\_\_;
- 1.3. Domicile/residential address: \_\_\_\_\_;
- 1.4. Mobile phone number: \_\_\_\_\_;
- 1.5. E-mail address: \_\_\_\_\_;
- 1.6. INN \_\_\_\_\_.

**2. CREDIT INFORMATION**

- 2.1. Loan amount: \_\_\_\_\_ ( \_\_\_\_\_ ) tenge;
- 2.2. Loan term: \_\_\_\_ ( \_\_\_\_\_ ) calendar days, but at least 5 (five) calendar days and at most 30 (thirty) calendar days;
- 2.3. Loan issue date: \_\_\_\_\_;
- 2.4. Loan and estimated fees due date: \_\_\_\_\_. Loan and estimated fees due date shall be applied grounding on a time zone active on the Kazakhstan Republic capital territory – Astana.
- 2.5. According to the Loan agreement, Loan limit shall not exceed the quadruple amount of the Loan (except for the default of a Borrower and breaching of undertaken contractual obligations, including the judicial settlement).

**3. WAYS TO RECEIVE A LOAN AMOUNT**

- 3.1. By transferring monetary funds to the Bank payment card, which shall be actually at disposal of the Applicant at the moment of accepting the Offer to conclude a loan agreement.
  - 3.1.1. Bank payment card data, on which the Amount of loan shall be credited will be reflected optionally, if a card is applied to the system.
  - 3.1.2. By transferring monetary funds to a bank account opened in the name of the Applicant, which shall be actually at disposal of the Applicant at the moment of accepting the Offer to conclude a loan agreement.
  - 3.1.3. Details of a bank account where the Loan amount shall be transferred: \_\_\_\_\_.

#### **4. REMUNERATION DATA**

- 4.1. The amount of commission for the use of the Loan is \_\_\_\_\_ (\_\_\_\_\_) tenge.
- 4.2. Remuneration is applicable since the day of issuing a Loan.
- 4.3. Calendar days in a month/year are applicable in calculations.
- 4.4. The Applicant shall admit the remuneration regulations, specified in TOO “Саpвия” (Капвия) Loan Granting and Processing Regulations due to a high risk of granting an unsecured loan.
- 4.5. Remuneration for the use of the Loan within \_\_\_\_\_ (\_\_\_\_\_) calendar days shall be: \_\_\_\_\_ (\_\_\_\_\_) tenge.
- 4.6. The amount of the Loan shall be refunded in a lump sum, comprising a total amount of \_\_\_\_\_ (\_\_\_\_\_) tenge.

#### **5. OFFER**

- 5.1. The Offer shall be filled-in by the Applicant on the Creditor’s Website.
- 5.2. Before filling-in the offer the Applicant shall get acquainted with the TOO “Саpвия” (Капвия) Loan Granting and Processing Regulations, Personal Data Processing Policy and the Agreement on the Use of Equivalent Handwritten Signature.
- 5.3. The Applicant shall accept the TOO “Саpвия” (Капвия) Loan Granting and Processing Regulations, Personal Data Processing Policy and the Agreement on the Use of Equivalent Handwritten Signature and accept with:
- 5.3.1. the processing of his/her personal data being voluntarily for own benefit transferred to the Creditor via Website, SMS, orally or in writing by means of any means of communication in accordance with the regulation of the Republic of Kazakhstan on personal data protection;
  - 5.3.2. on the use of personal data to conclude a loan agreement or refuse the loan and for further legal recovery or pre-trial recovery of granted monetary funds, if the Applicant has violated his/her contractual obligations according to the Loan agreement;
  - 5.3.3. To check information granted to the Creditor by the Borrower;
  - 5.3.4. Creditor is entitled to use all the received personal data until the moment of complete fulfilment of Applicant’s obligations according to the Loan agreement;
  - 5.3.5. To receive notifications from the Creditor regarding the Loan agreement due dates, advertising materials and information on the services and discounts of the Applicant via electronic means of communication: e-mail, SMS without a right to transfer information about the offers of other companies; any contact information granted to the Creditor may be used to send above information;
  - 5.3.6. Creditor is entitled to request information about the Borrower/Applicant to discover his/her affordability from the third parties, including JSC “ENPF”;
  - 5.3.7. To grant the Creditor a right to transfer information to the credit bureau, including LLP “First Credit Bureau” to receive information on the Borrower. A right to choose a credit bureau to receive information about the borrower.
  - 5.3.8. To grant information about himself/herself to the credit bureau and to issue a credit report to the recipient of credit report; Accept of the credit history subject to grant information about himself/herself to the credit bureau, Accept of the credit history subject to issue a credit report, Accept to grant/receive a report from/to the LLP “First Credit Bureau”, accept to receive a reply from JSC “ENPF” shall be transferred for signature to the Applicant/Borrower in a hard copy by means of a courier service paid for by the Creditor.
  - 5.3.9. To grant a use of the Equivalent Handwritten Signature within the procedure of document exchange between the Creditor and the Applicant.
  - 5.3.10. To grant the Creditor a right to amend the conditions of the Loan agreement unilaterally in favour of the Borrower.

5.4. By submitting an Application, the Borrower confirms that all the information specified in Application is true, exact and applicable to the Applicant according to the Loan Granting and Processing Regulations.

## **6. PROCESSING AND ACCEPT OF THE OFFER**

6.1. When the Creditor receives an Offer, the Creditor is obliged to assess it, but not to conclude the Loan agreement.

6.2. The Offer, received by the Creditor is not a subject of withdrawal by the Applicant.

6.3. Term of assessment of the Offer shall not exceed 30 days not including the term of providing necessary information by the Applicant.

6.4. The accept of the Offer means that the Creditor agrees the Offer conditions and the Loan agreement is concluded in accordance with the provisions of the Law of Republic of Kazakhstan.

6.5. If the Offer is accepted by the Creditor, the Creditor shall grant a Loan to the Applicant a single payment of monetary funds in amount specified in the Offer to the Account/Card specified by the Applicant in the Offer.

6.6. A date of writing the amount of a Loan down from the Creditor's account shall be considered as the day of granting a Loan to the Borrower. This is the moment of acceptance of the Offer by the Creditor, this is the Agreement date, which shall be valid until the complete fulfilment of contractual obligations by the parties.

6.7. Shall the Borrower refuse to accept the conditions of Loan Granting and Processing Regulations, he/she shall not have a right to conclude a loan agreement anymore.

## **7. RIGHTS AND OBLIGATIONS OF PARTIES**

7.1. The Borrower shall refund the full amount of the Loan and pay the remuneration for the use of the Loan not later than until the date, specified in paragraph 2.4 of this Offer.

7.2. The Borrower is entitled to refund the amount of the loan before the scheduled date within less than 7 (seven) days from the date of conclusion of the Loan agreement, submitted by the Borrower. In such event the Remuneration for the use of a loan shall be considered in accordance with TOO "Сарвиа" (Қапвиа) Loan Granting and Processing Regulations.

7.3. The way of refunding the amount of a Loan by the Applicant and remuneration for the use thereof, including the free fulfilment of contractual obligations by the Borrower within the Loan agreement shall be performed:

7.3.1. By means of wire transfer of monetary funds to the Borrower's bank account (commission shall be calculated according to the bank's tariffs);

7.3.2. by means of QIWI access points.

7.3.3. By means of *Kacca-24* access points.

7.4. A moment, when the amount of the Loan is credited to the Creditor's account shall be considered as the moment, when the Loan is refunded.

7.5. After the Borrower's monetary funds are received, the Creditor shall transfer them to refund the loan in accordance with the Loan agreement in the following order:

7.5.1. Creditor's expenses to fulfil the Borrower's obligations in accordance with the Loan agreement.

7.5.2. The amount of remuneration in accordance with clause 9.1 of this Offer.

7.5.3. Principal debt.

7.6. Borrower's obligations to perform payments in accordance with the Loan agreement shall be considered completed, if the amount of the Loan was credited to the Creditor's account in full amount.

## **8. LOAN GRANTING PRECONDITIONS**

- 8.1. Borrower has full legal capacity to conclude and fulfil a Loan agreement.
- 8.2. By sending this Offer, the Applicant confirms that he/she is not sending it due to heavy conditions (critical need for money to pay for the surgery and purchase medicines, to compensate the inflicted damage).
- 8.3. Borrower grants the Creditor a right to withdraw monetary funds from the Borrower's bank account upon the due date of the Loan and remuneration without notification of the Borrower to refund a debt in accordance with the Loan agreement. Conclusion of the Loan agreement is an accept of the aforementioned activities.

## **9. RESPONSIBILITY OF PARTIES**

- 9.1. For the default of the amount of Loan and applied Remuneration within the term, specified by the Loan Agreement, Creditor is entitled to receive remuneration in amount of 3,0 % (3) of the principal amount of the Loan for each day of delay, following the due day, specified by the Loan agreement as the day to refund the amount of the Loan and Remuneration.
- 9.2. Payment of remuneration shall not exempt the Borrower from the fulfilment of obligations under the Loan agreement.
- 9.3. Shall the conditions of Loan agreement be violated, the guilty party shall compensate all the inflicted damage to the victim party within the procedure, specified by the Law of the Republic of Kazakhstan.
- 9.4. For the default of the due date of the Loan, or if the amount transferred to refund the Loan is not enough, the Creditor is entitled to transfer all the negative information regarding Borrower's credit discipline to the credit bureau.
- 9.5. Shall the obligations to refund the Loan not be fulfilled within the specified term, the Creditor is entitled to set up a term of 3 (three) days not to apply penalties and send negative information to the credit bureau. Shall the due Loan not be refunded within 3 days, the Creditor is entitled to apply penalties and interest.
- 9.6. Shall the Loan due date be violated, the following conditions will be applied for the purpose of cooperation between the Creditor and the Borrower regarding Borrower's contractual obligations under the Loan agreement:
  - 9.6.1. From the 3<sup>rd</sup> day until the 25<sup>th</sup> day of delay – daily automatic informant calls from 8:00 until 21:00 including weekdays, weekends and holidays;
  - 9.6.2. From the 31<sup>st</sup> until the 91<sup>st</sup> day of delay – every two days from 8:00 until 21:00 on weekdays, weekends and holidays by means of social networks, written notification will be sent to the Borrower's address, messengers (WhatsApp, Viber, etc.), video-calls and phone conversations upon the Creditor's initiative;
  - 9.6.3. From the 91<sup>st</sup> until the 750<sup>th</sup> day of delay – on an everyday basis, from 8:00 until 21:00 on weekdays, weekends and holidays by means of social networks, the Borrower will be visited at his/her place of residence, or registered domicile, notifications by means of social networks, written notification will be sent to the Borrower's address, messengers (WhatsApp, Viber, etc.), video-calls and phone conversations upon the Creditor's initiative;
- 9.7. Shall the Borrower fail to refund the amount of the Loan within the term, specified by the Creditor providing a discount to the remuneration, the Creditor is entitled to apply a remuneration for all the term of use of the Loan and apply all the penalties provided by this Agreement.

## 10. FINAL PROVISIONS

10.1. Parties are accepting the use of simple electronic signature, electronic messages and other documents, identifying subjects and containing their will, not breaching the law of Republic of Kazakhstan and shall be tantamount to the written form of a deal in accordance with Section 152, Part three of Civil Code of the Republic of Kazakhstan. Simple electronic signature and equivalent handwritten signature shall have the same effect as the real signature of entitled person.

10.2. By sending this Offer, the Borrower states that he/she is completely familiarized and accepts the TOO “Сапвия” (Капвия) Loan Granting and Processing Regulations, published on the Creditor’s website.

10.3. Parties shall build their relations grounding on the mutual trust and confidentiality. Parties agree, that all the disputes between Parties and claims of Parties arising from this Agreement or regarding thereof, including the execution, breach, termination and lack of force shall be settled by the district court at the Creditor’s location. Parties agreed that decisions of the district court are obligate and shall be fulfilled.

10.4. When an action is being send to the court, notification on the action and court notifications shall be sent to the Borrower’s address specified in the Offer, short messages shall be sent to the Borrower’s phone number and via messengers (WhatsApp, Viber, etc.) specified in the Offer and to the e-mail address, specified by the Borrower and shall be considered delivered. The Borrower shall check all the above accounts and addresses, as well as his profile in case of debt.

10.5. Shall the Borrower default the Loan payment the Creditor will be entitled to assign receivables to the third parties.

## 11. DETAILS OF PARTIES

<b>Creditor</b>	<b>Borrower</b>
<p>TOO “Сапвия” (Капвия) Legal address: uite 18, 12 floor, 5B block, Nurly-Tau business-center, 17/1 Al-Farabi ave., 050059, Almaty, Kazakhstan BIN:170340018829 IBAN:KZ079261802194062000 SWIFT: KZKOKZKX</p> <p>General director: Vitaliy Viktorovich Nizhegorodtsev</p>	

I hereby confirm that I am familiarized and agree with “Loan Granting and Processing Regulations”, “Personal Data Processing Policy” and “Agreement on the Use of Equivalent Handwritten Signature”. I grant a right to withdraw money from my bank account/card without accept, upon the due date of my Loan and remuneration without notification of the Borrower to refund the Debt in accordance with the Loan agreement. \_\_\_\_\_ (Borrower’s given name, surname, patronymic) signature