



**NATIONAL BANK
OF THE REPUBLIC OF BELARUS**

RESOLUTION OF THE BOARD

March 29, 2018 No. 149
Minsk

On approval of the Instruction
On Procedure of Funds Provision in the Form
of Loans and Repayment (Redemption) Thereof
(as amended by Resolutions of the Board
of the National Bank No. 477 dated October 19, 2018
and No. 99 dated March 31, 2020)

Pursuant to Part three of Article 22, paragraphs nine and fourteen of Article 26, Part one of Article 39 in the Banking Code of the Republic of Belarus, the Board of the National Bank of the Republic of Belarus shall RESOLVE the following:

1. The Instruction on Procedure of Funds Provision in the Form of Loans and Repayment (Redemption) Thereof shall be approved (see enclosed).
- 1¹. It shall be established that the terms stipulated in item 25 of the Instruction on Procedure of Funds Provision in the Form of Loans and Repayment (Redemption) Thereof, approved by the present Resolution, shall be applicable to signing new loan agreement from May 1, 2020.
2. The following shall be deemed to have lost force:

Resolution of the Board of the National Bank of the Republic of Belarus No. 226 dated December 30, 2003 “On Approval of the Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2004, No. 19, 8/10459);

Resolution of the Board of the National Bank of the Republic of Belarus No. 36 dated March 23, 2004 “On Introduction of Amendments to Resolution of the National Bank of the Republic of Belarus No. 226 dated December 30, 2003” (National Register of Legal Acts of the Republic of Belarus, 2004, No. 55, 8/10742);

Resolution of the Board of the National Bank of the Republic of Belarus No. 103 dated June 28, 2004 “On Introduction of Amendments and

Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2004, No. 107, 8/11177);

Resolution of the Board of the National Bank of the Republic of Belarus No. 117 dated July 28, 2004 “On Introduction of Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2004, No. 122, 8/11318);

Resolution of the Board of the National Bank of the Republic of Belarus No. 95 dated June 30, 2005 “On Introduction of Amendments and Addenda to Resolution of the Board of the National Bank of the Republic of Belarus No. 226 dated December 30, 2003 (National Register of Legal Acts of the Republic of Belarus, 2005, No. 109, 8/12851);

Resolution of the Board of the National Bank of the Republic of Belarus No. 156 dated October 19, 2006 “On Introduction of Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2006, No. 185, 8/15239);

Resolution of the Board of the National Bank of the Republic of Belarus No. 223 dated December 28, 2006 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2007, No. 27, 8/15741);

Resolution of the Board of the National Bank of the Republic of Belarus No. 227 dated December 26, 2007 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2008, No. 31, 8/17857);

Resolution of the Board of the National Bank of the Republic of Belarus No. 105 dated July 14, 2009 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2009, No. 174, 8/21236);

Resolution of the Board of the National Bank of the Republic of Belarus No. 557 dated December 17, 2010 “On Introduction of Amendments to Resolution of the Board of the National Bank of the Republic of Belarus

No. 105 dated July 14, 2009” (National Register of Legal Acts of the Republic of Belarus, 2011, No. 1, 8/23094);

Resolution of the Board of the National Bank of the Republic of Belarus No. 271 dated July 4, 2011 “On Introduction of Amendments to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Register of Legal Acts of the Republic of Belarus, 2001, No. 79, 8/23873);

Resolution of the Board of the National Bank of the Republic of Belarus No. 409 dated August 10, 2012 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Legal Internet Portal of the Republic of Belarus, August 24, 2012, 8/26299);

Resolution of the Board of the National Bank of the Republic of Belarus No. 36 dated January 18, 2013 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Legal Internet Portal of the Republic of Belarus, January 22, 2013, 8/26813);

Resolution of the Board of the National Bank of the Republic of Belarus No. 230 dated April 18, 2018 “On Introduction of Amendments to Instruction on Procedure of Funds Provision (Placement) of Funds by the Banks in the Form of Loans and Repayment Thereof” (National Legal Internet Portal of the Republic of Belarus, May 09, 2013, 8/27504);

Resolution of the Board of the National Bank of the Republic of Belarus No. 536 dated September 4, 2015 “On Introduction of Amendments and Addenda to Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment Thereof” (National Legal Internet Portal of the Republic of Belarus, September 16, 2015, 8/30232).

3. This Resolution shall come into effect from its official publishing, except for paragraph 13 of the Instruction on Procedure of Funds Provision (Placement) by the Banks in the Form of Loans and Repayment (Redemption) Thereof as approved by the present Resolution, which shall come into effect from May 1, 2018.

Vice Chairman of the Board

D. N. Lapko

APPROVAL SHEET

to the Resolution of the Board of the National Bank of the Republic of Belarus
On approval of the Instruction On Procedure of Funds Provision in the Form of
Loans and Repayment (Redemption) Thereof

APPROVED

Prime Minister
of the Republic of Belarus

A.V. Kobyakov

March 29, 2018

APPROVED

Chairman of the State Control
Committee of the Republic of
Belarus

L.V. Anfimov

March 29, 2018

APPROVED

Resolution of the Board
of the National Bank
of the Republic of Belarus

No. 149, March 29, 2018

INSTRUCTION

On Procedure of Funds Provision in the
Form of Loans and Repayment

(Redemption) Thereof

(as amended by Resolutions of the Board
of the National Bank of the Republic of
Belarus No. 477 dated October 19, 2018
and No. 99 dated March 31, 2020)

ARTICLE 1 GENERAL PROVISIONS

1. This Instruction specifies the procedure of provision of funds by banks and nonbanking financial institutions (hereinafter “the Banks”) in the form of loans (hereinafter “provision of loan”) and repayment (redemption) thereof on the grounds of a loan agreement or any other agreement containing loan agreement essentials (hereinafter the “Loan Agreement”). The loan shall be provided to legal entities (banks including) and individual entrepreneurs engaged in entrepreneurial activities, both with or without opening current (settlement) bank accounts (hereinafter “Individual Entrepreneurs” unless otherwise specified) in Belarusian roubles and foreign currency, and to natural persons, except for individual entrepreneurs, in Belarusian roubles.

Provision of foreign currency loans to natural persons, including loan tranches under previously signed loan agreements, shall not be permitted in the territory of the Republic of Belarus.

2. For the purposes of this Instruction the terms defined below shall have the following meanings:

Revolving loan facility – means the loan facility under which loan tranches (the loan) may be provided more than once taking account of earlier repaid (redeemed) amount of the tranche (loan) up to the maximal loan amount

(limit) fixed in the loan agreement and/or aggregate debt ceiling under such agreement, within the time specified by such loan agreement;

Grace period – means the period specified by the loan agreement, within which no loan interest shall be charged or reduced loan interest shall be charged;

An applicant – means a legal entity (bank including), individual entrepreneur or natural person applying to the bank for a loan;

The loan – means funds provided by the lender to the borrower in the amount and on terms specified by the loan agreement;

The loan facility – means obligations of the bank to provide loan to the borrower within specified time and up to the established maximal amount (limit) of the loan and/or subject to aggregate debt ceiling under such agreement;

Lending – means provision of loan by the lender on conditions of recurrency, interest payment, and maturity, subject to signing the loan agreement by and between the lender and the borrower in writing, in particular, through remote banking systems;

The lender – means a bank which has signed the loan agreement with the borrower, for provision of loan in the amount and on terms specified in such loan agreement;

The borrower – means a legal entity (bank including), individual entrepreneur or natural person which/who has signed the loan agreement with the lender for raising the loan in the amount and on terms specified in such loan agreement;

Creditworthiness – means ability of a legal entity (bank including), individual entrepreneur or natural person to fulfill its/his obligations under the loan agreement in full and in due time in a proper manner, in accordance with the terms of such loan agreement and requirements of the legislation;

Overdraft limit – means maximum permissible debtor balance of a current (settlement) bank account or correspondent account of the borrower as specified by the loan agreement;

Multi-currency loan facility – means the loan facility within which the loan may be provided in different currencies in the amount and on terms specified by the loan agreement, to the extent permitted by applicable law;

Multi-currency loan – means the loan provided in different currencies in the amount and on terms specified by the loan agreement, to the extent permitted by applicable law;

Overdraft lending – means provision of overdraft loan in accordance with the procedure and on terms specified by the loan agreement;

Overdraft loan ([hereinafter overdraft](#)) – means the loan provided in the amount of debtor balance of a current (settlement) bank account or correspondent account of the borrower as specified by the loan agreement, occurred within the banking day and not exceeding the overdraft limit;

Delay of payment under the loan agreement – means changing the terms and conditions of the loan agreement under which the due date of loan payment and/or loan interest payment [and/or loan maturity is extended](#) to a later date as compared to the due date fixed by the loan agreement;

Payment under the loan agreement – means funds payable in accordance with obligations under the loan agreement (to repay (redeem) the loan, to pay the loan interest);

Installment payment under the loan agreement – means change of the terms and conditions of the loan agreement establishing another procedure of loan repayment and/or loan interest payment by changing the amount payable within a certain period and, when necessary, by extension of the due date of loan payment and/or loan interest payment and/or loan maturity to a later date as compared to the due date fixed by the loan agreement;

Refinancing of loan – means signing the loan agreement with a view to providing the loan for fulfillment of obligations under any previously signed loan agreements;

Syndicated loan – means the loan provided to any one borrower by more than one lenders (participating banks, international financial institutions, foreign financial institutions) within a single syndicated loan agreement signed by and between the lenders and borrower;

Scoring of creditworthiness – means a mathematical or statistical model of borrower creditworthiness assessment, which findings are used by the lender for making decisions on loan provision;

Loan maturity – means the period within which the borrower undertakes to fulfill its/his obligations to repay (redeem) the entire amount of the loan; or when the loan was provided by opening the loan facility, the period within which the borrower undertakes to repay (redeem) all loan facilities received;

Loan term (revolving loan facility term) – means a period within which the borrower may receive the loan in accordance with the loan agreement;

Lender's account – means the correspondent account, overdue loan debt account relating to loans provided to the borrower, as well as loan interest income account relating to loans provided to the borrower in accordance with the Chart of Accounts in Banks and Nonbank Financial Institutions of the Republic of Belarus, the Development Bank of the Republic of Belarus JSC, as established in Annex 1 to Resolution of the Board of the National Bank, Republic of Belarus No. 506 dated August 29, 2013 “On Setting the Chart of Accounts in Banks and Nonbank Financial Institutions of the Republic of Belarus, the Development Bank of the Republic of Belarus JSC and Approval of the Instruction on Procedure of the Chart of Accounts Usage in Banks and Nonbank Financial Institutions of the Republic of Belarus, the Development Bank of the Republic of Belarus JSC”;

Borrower's account – means the current (settlement) bank account, correspondent account, bank's account of loans raised from other banks, in accordance with the Chart of Accounts in the Banks and Nonbank Financial Institutions of the Republic of Belarus, the Development Bank of the Republic of Belarus JSC, as established in Annex 1 to Resolution of the Board of the National Bank, Republic of Belarus No. 506 dated August 29, 2013;

Loan tranche – means a portion of the loan provided to the borrower under the loan agreement.

3. Lending to legal entities from foreign borrowings (loans) shall be provided with due regard for specific features defined in the international treaty (agreement), interbank loan agreement, individual loan agreement, any other document containing terms and conditions of lending, and the legislation.

4. For the purposes of accounting (financial) statements, statistical and other types of reporting, loans shall be classified as short-term and long-term ones.

Short term loans are loans with original maturity (due date of repayment), specified by the loan agreement, of up to one year inclusive, and also loans provided under revolving loan facilities and overdraft lending, excluding loans with more than one year original maturity (due date of repayment) of at least one tranche, specified by the loan agreement.

Long-term loans are any other loans not stipulated in part two of this paragraph.

Short-term and long-term loans to natural persons shall be classified as real estate financing loans and consumer loans.

Consumer loans are, inter alia, loans provided for carrying out business other than entrepreneurial activities according to the law (provision of services in the field of rural tourism, craft activities, etc.), and no-purpose loans.

Debt refinancing loans shall be classified similar to loans debt service, obligations under which were fulfilled out of proceeds of such refinancing loans.

5. Micro loans are loans provided by the bank in accordance with simplified procedure, on condition that the borrower's debt ratio on loans similar to those available in such bank does not exceed 15000 base values established by legislation, as applicable on the date of signing the last loan agreement (supplementary agreement on changing the value of the loan agreement).

The borrower's debt ratio (BDR) shall be calculated according to the following formula:

$$\text{BDR} = \text{BD1} + \text{BD2} + \dots + \text{BD}i + \text{BDL1} + \text{BDL2} + \dots + \text{BDL}i,$$

where BD is the borrower's overdue principal debt under the loan provided as non-recurrent amount or the borrower's debt as of the date of opening the loan facility or, in case of overdraft lending, after expiration of loan term (term of revolving of the loan facility);

BDL is the limit of the borrower's aggregate debt as of opening the loan facility or the overdraft limit in case of overdraft lending, with unexpired loan term (term of revolving of the loan facility).

6. Grace period may be provided for by the loan agreement.
7. Interest charged on loans shall be calculated taking account of lender's costs of loan provision and repayment (redemption) reported as of the date of signing the loan agreement (amending the loan agreement), in particular, costs related to:

processing of the applicant's (borrower's) application and documents required for raising the loan, and making a decision on provision of loan;

issue and servicing of bank credit cards;

loan transfer to the borrower's current (settlement) bank account opened with the lender;

provision of cash loan as allowed by law, given that terms and conditions of loan provision are stipulated in the loan agreement so and in no other way;

provision of any additional services to the applicant (borrower) as specified in the loan agreement and/or lending conditions, given that loan provision depends on use of such services;

The following shall not be deemed the lender's costs of loan provision and repayment (redemption) reported as of the date of signing the loan agreement, and shall not be included in the loan interest:

insurance premiums under the voluntary insurance policy, under which the borrower is a policy holder (the insured party);

charge for execution of transactions related to securing of obligations under the loan agreement (suretyship agreement, security agreement, agreement for transfer of title to property, and any other agreements signed with a view to securing of obligations), payments related to non-fulfillment or improper fulfillment of terms and conditions of the loan agreement by the borrower;

fee for introduction of amendments to the loan agreement and/or any agreements (transactions) that secure obligations, at the initiative of the borrower or third party (guarantor, surety, etc.);

fee for issue and servicing of bank debit cards issued for conducting the banking transactions that provide, inter alia, for **overdraft lending**, given that such fee does not exceed the fee for issue and servicing of bank debit cards issued for conducting the banking transaction that do not provide for overdraft lending;

cost of control over the pledged property as well as over the property the title to which has been transferred to the lender;

fees and commissions to foreign banks payable by the lender from foreign loans in accordance with agreements signed with non-resident banks, including insurance premiums payable to foreign organizations (in particular, within syndicated lending) and insurance premiums on loans provided by foreign banks;

other payments which are the borrower's costs.

Insurance premiums payable by the Bank under the insurance policy covering the risk of debt loss (default) and/or delayed repayment (redemption) of loan shall not be deemed the loan use fee and may not be included in the loan interest.

No payments (commissions and other) for obligation of the Bank to provide loan shall be collected from the borrower.

ARTICLE 2 PROCEDURE FOR PROVISION OF LOANS

8. The authorized body of the Bank shall approve local regulatory legal acts that shall stipulate for the following:

compulsory conditions and procedure of provision of loan and repayment (redemption) thereof, in particular, those providing for participation of borrowers (at the expense of their own funds or funds of investors) in implementation of credited investment projects. Should the share of such participation be not fixed, the authorized body of the Bank shall make the rational decision on non-fixing the of borrowers' share (amount) (at the expense of their own funds or funds of investors) in implementation of credited investment projects;

procedure of making a decision on provision of loan;

procedure of estimation of legal capacity and assessment of creditworthiness of the applicant, borrower, new debtor (in case of transference of debt under the loan agreement to a third party);

the list of documents to be submitted by the applicant, borrower (in particular, in case of debt assignment), new debtor (in case of transfer of debt under the loan agreement to a third party) for raising of loan, prior to signing the loan agreement and within its validity period;

procedure of assessment of credited investment project efficiency, including projects with the governmental financial backing;

procedure and cases of control over the pledged property as well as over the property the title to which has been transferred to the lender. Pledge of shares of the lender-bank for securing of obligations under the loan agreement shall not be permitted;

procedure of control over intended use of loan;

formation and storage of a credit history;

procedure of provision of micro-loans;

the value of borrower's obligations recognized as irrelevant. The value of obligations under the loan agreement which is less than its recovery cost may be recognized as irrelevant, unless otherwise established by legislative acts;

procedure of signing the loan agreement via remote banking systems (in the event that the Bank uses remote banking systems for customer lending) which specifies, inter alia, the manner of borrower notification of lending terms, recording (sending to the borrower) of documents confirming signing of the loan agreement, loan agreement retention schedule, and procedure of identification of the borrower given that identity details are not available to the Bank as required by law;

order and procedure of making and documenting a decision on loan provision based on scoring results (given that scoring of creditworthiness is used for making decisions on provision of loans);

order and procedure of making a decision on suspension or cessation of charging of the loan interest;

methods of debt burden ratio, loan coverage ratio calculation for assessment of creditworthiness of the applicant (borrower) who is a natural person.

9. Prior to signing the loan agreement or any supplementary agreement thereto for increase in the amount (value) of borrower's monetary obligations to repay the loan and pay the loan interest and/or changing its

maturity, the bank shall furnish the applicant (borrower), who is a natural person or individual entrepreneur, with information on lending terms, in due form as per [Attachment 1](#) in writing (on paper or in electronic format, in the form of an electronic document, in particular, via remote banking systems). In case of increase in the amount (value) of borrower's monetary obligations to repay the loan and pay the loan interest and/or changing its maturity, borrower notification may be of informational nature and be effected in accordance with procedure and within time limits established by the agreement.

10. The loan agreement and Information on lending terms executed on paper shall be in Times New Roman type of at least 12 point size.

The Provision Content column shall be filled in by the Bank and shall contain terms and conditions to be recorded in the loan agreement.

No omission of paragraphs of Information on lending terms shall be permitted.

Should any condition be inapplicable to this type of agreements, the note "inapplicable" shall be made in paragraphs 7, 8 of Information on lending terms.

Should the applicant (borrower) agree with terms and conditions of the loan agreement set forth in Information on lending terms and should such Information be on paper, such applicant (borrower) shall sign and date the same.

Information on lending terms may contain any other terms and conditions which are not contrary to the law and do not require approval of the applicant (borrower). Should this be the case, the paragraphs containing such information shall be added to Information on lending terms after paragraph 12 numbered in succession.

The body of Information on lending terms may not exceed one sheet. Should the applicant (borrower) be furnished with any additional information on the estimated unequal-sized monthly payments for him/it to make during more than one year (redemption schedule) with a view to fulfilling obligations under the loan agreement, such additional information may be drawn up as a separate attachment to Information on lending terms.

Prior to signing the loan agreement or any supplementary agreement thereto for change in the amount (value) of borrower's monetary obligations to repay the loan and pay the loan interest and/or changing its maturity, the applicant (borrower) shall without fail submit (generate) to the Bank the written (on paper or in the form of an electronic document, in particular, using the remote banking system) dated confirmation of awareness of Information on lending terms, signed by such applicant (borrower) or his/her authorized person. Should remote banking systems be used, Information on lending terms may be signed together with signing the loan agreement or any supplementary agreement thereto for change in the amount (value) of borrower's monetary obligations to repay the loan and/or changing its maturity.

11. Change of loan agreement conditions, in particular, granting deferred payments (payments by installments) under the loan agreement shall be effected on the grounds of a supplementary agreement to the loan agreement.
12. Should the Bank lower the loan interest, [reduce the maximum loan amount \(limit\) and/or aggregate loan limit under any revolving loan facility, overdraft loan limit](#), reasoning from deterioration of the borrower creditworthiness, and in other cases stipulated in the loan agreement, the Bank shall notify the borrower thereof in accordance with procedure and in time specified in such agreement. The mentioned alterations shall be applicable no earlier than the date of such notification, provided that submission of Information on lending terms to the borrower is not required.
13. Prior to signing the loan agreement as well as any supplementary agreement thereto for increase in the value of borrower's monetary obligations, the Bank shall assess borrower creditworthiness and identify legal capacity of the applicant (borrower) which/who is a legal entity or an individual entrepreneur.

When assessing creditworthiness of the applicant (borrower) who is a natural person, for the purpose of provision of consumer loan, the Bank shall apply the debt ratio (DR) calculated as a percentage ratio of the amount of monthly payment on a loan-related transaction (payments under loan agreements, borrow agreements signed with microlenders, factoring agreements, leasing agreements, etc.) to the amount of the borrower's average monthly income.

For identification of applicants' income a declarative principle of submission of such information by natural persons may be applied.

When assessing creditworthiness of the applicant (borrower) who is a natural person, for the purpose of provision of real estate financing loan the bank shall apply, inter alia, the loan coverage ratio (LCR) calculated as a percentage ratio of the loan amount to the cost of the piece of real estate accepted as a collateral and/or amount of any other collateral in accordance with the agreement.

A decision on loan provision shall be documented in writing (on paper or in electronic format or in the form of an electronic document, in particular, via remote banking systems) and signed by the authorized employee(s) of the Bank. The Bank may specify in its local acts any other procedure of making decisions on loan provision and documenting in the event that a decision on loan provision is made on the grounds of creditworthiness scoring.

14. The Bank may not delegate its authorities to make a decision on provision of loan and to sign the loan agreement to any other legal entities or natural persons or individual entrepreneurs who are not the Bank employees.
15. The loan may be provided in compliance with the loan agreement and the legislation in the following forms or combination thereof:

cashless loan – through transfer of funds by the Bank as a settlement of borrower's payment instructions or through transfer to the account of the borrower;

cash loan – through giving out cash money to the borrower in cases allowed by law.

16. The Bank commitment to provide loan arises from signing the loan agreement, unless other time is provided by the loan agreement.

When lending is effected through opening a loan facility, the Bank loan commitment arises in the amount not exceeding the limit of aggregate debt on it. Should only the maximum amount (limit) of the loan be specified by the loan agreement for the loan facility, the Bank loan commitment arises in the amount which shall not exceed the maximum amount (limit) of the total loan value.

The Bank commitment to provide multi-currency loan shall be equal to the loan value in each currency and/or equal to the loan value in the equivalent of one of the currencies in which such loan is denominated.

When lending is effected through opening a multi-currency loan facility, the Bank commitment arises in the amount **not exceeding the maximum amount (limit) of the total loan value and/or the limit** of aggregate debt on it, in each currency and/or in the equivalent of one of the currencies in which such loan is denominated.

In case of overdraft lending, the Bank loan commitment arises in the amount not exceeding the overdraft limit.

17. Overdraft lending shall be effected subject to fixing the overdraft limit and loan maturity (due date of redemption).

In case of overdraft lending, the agreement to be signed shall contain the terms and conditions of the current (settlement) account agreement, correspondent account agreement and loan agreement.

Debtor balance on current (settlement) bank account, correspondent account of the borrower shall be carried forward to loan balance accounts on a daily basis.

18. In case of participation lending the participating banks shall pool their financial resources through the agent bank. Lending shall be provided on the grounds of the participation agreement between the agent bank and the borrower.

Relations between the banks participating in participation (syndicated) lending may be governed by a simple partnership agreement (joint activity agreement), other agreements allowed by law.

19. In case of interbank lending a master agreement (framework agreement) may be signed for recurring lending, in particular, without cash flow or with partial cash flow on accounts, which shall specify the following:

general terms and conditions of all lending agreements signed by the parties;

requirements binding upon the parties, applied to documents to be exchanged at signing loan agreements;

communication channels used for negotiations; procedure of negotiations;
 procedure of exchange and identification of documents (SWIFT, telex, e-mail, digital signature, etc.);

procedure of making a transaction without cash flow or with partial cash flow on accounts;

other terms and conditions to be agreed upon request of either party.

- 19¹. The Bank shall furnish the borrower who is a natural person at least once a month on his/her request, in particular via remote banking, with information on his/her debt under the loan agreement in the manner and in time specified in such agreement, using the form provided in Annex 2, without any payment (remuneration).

ARTICLE 3 PROCEDURE OF LOAN REPAYMENT (REDEMPTION) AND INTEREST PAYMENT

20. The loan shall be repaid (redeemed) and the loan interest shall be paid both in cashless form to the lender's account and by depositing cash to the lender's cash desk in compliance with the loan agreement and legislation.

Individual entrepreneurs engaged in entrepreneurial activities without opening current (settlement) bank accounts may repay (redeem) the loan and pay the loan interest by depositing cash to the lender's cash desk without limitation of payment amount.

The date when funds are charged to the lender's account or are paid in cash shall be deemed the date of repayment (redemption) of the loan or payment of the loan interest. In a similar vein, the date when cash is paid to the lender's cash desk shall be deemed the date of repayment (redemption) of the loan or payment of the loan interest.

- 20¹. The following payments may be set under the loan agreement:

graduated payment – means the method of loan repayment (redemption) specified in the loan agreement, when the amount payable decreases during life of loan and includes equal portions of the principal amount and interest charged on actual outstanding debt;

annuity payment – means the method of loan repayment (redemption) specified in the loan agreement, when payments are equal in size and

include interest charged on actual outstanding debt and a portion of the principal amount;

equal-sized payment – means the method of loan repayment (redemption) specified in the loan agreement, when payments are equal in size and are calculated by dividing the principal amount and interest charged for the entire life of loan by the number of payment periods.

- 20². When obligations under the loan agreement are fulfilled in full, the borrower may require from the Bank a written evidence of fulfillment of such obligations, in particular, via remote banking, and the Bank shall provide such evidence.
21. Should the borrower fail to fulfill its/his obligations to repay (redeem) the loan, in particular, to repay (redeem) the loan earlier, and to pay the loan interest, the debt shall be recorded in the accounting records on the respective overdue debt accounts no later than the business day immediately following the maturity date.

For lending by use of bank cards the loan agreement may specify another period of debt recording on the respective overdue debt accounts.

22. Should the borrower's obligations under the loan agreement be irrelevant, such obligations may be discharged by a forgiving debt decision made by the authorized body of the Bank, unless otherwise provided by legislative acts.
23. Obligations of the parties under the interbank lending agreement may be discharged in accordance with the procedure established in the master (framework) agreement (contract) for recurring lending and/or loan agreements without cash flow or with partial cash flow on accounts, by signing another loan agreement by the parties on the maturity date and date of payment of the loan interest under the loan agreement signed earlier.
24. Accrual of loan interest may be suspended or discontinued in cases provided for by the legislation, and also in any other cases by a decision of the authorized body of the Bank, including the following:
- if a decision on liquidation of the lender which is a legal entity has been made;
 - if a court judgment on enforcement of debt under the loan agreement has been awarded;

if a notarial writ of execution on enforcement of debt under the loan agreement has been made;

in the event of death of the lender who is a natural person, individual entrepreneur, on the grounds of a document confirming his/her death;

when signing a settlement agreement, reconciliation agreement, mediation agreement with respect to fulfillment of obligations under the loan agreement.

25. In case of non-fulfillment or improper fulfillment by the borrower who is a natural person of his/her respective obligations under the loan agreement, the Bank may require early repayment (redemption) of the loan by notifying the borrower of the need to repay (redeem) the loan, in particular, via remote banking, in accordance with the procedure and in time specified by the loan agreement.

The loan agreement shall be signed on conditions that it enshrines the right of the borrower who is a natural person to repay (redeem) the loan in cases provided for by Part one of this paragraph, within three months from the Bank's notification of the need for loan early repayment (redemption) sent to the borrower who is a natural person.

Annex 1
to the Instruction on Procedure of
Funds Provision in the Form of Loans
and Repayment (Redemption) Thereof
(Classification code as amended by
Resolution of the Board of the National
Bank No. 99 dated March 31, 2020)

Form

INFORMATION ON LENDING TERMS¹

(name of the borrower)

(name of the bank)

No.	Term	Term content
1.	Amount of the loan (maximal amount (limit) of the total amount of the loan and/or ceiling aggregate debt under the loan (currency) ²	
2.	Time and procedure of loan provision, methods of loan provision, in particular, without collection of the loan fee	
3.	Time and procedure of repayment (redemption) of the loan (number, amount and frequency (time) of payments under the loan agreement or procedure of determination of such payments)	
4.	The rate of the loan interest, procedure of determination thereof (application of fixed or floating annual interest rate), total interest over the entire loan disbursement period (as of the date of information submission) and due dates of payment thereof	
5.	Option and terms for early repayment (redemption) of the loan	
6.	Methods of repayment (redemption) of the loan, in particular: the way of fee-free payment under the loan agreement by the borrower	
7.	Obligation of the applicant (borrower) to sign other agreements	
8.	Methods of securing of obligations under the loan agreement and mandatory requirements to such security	
9.	Purposes for which the loan may be used	
10.	Borrower's responsibility for non-fulfillment (improper fulfillment) of terms and conditions of the loan agreement; amount of fine (fee, penalty) or procedure of determination thereof	

¹ Unavailability of information in the paragraphs shall be marked as "NA".

² Data on the currency shall be submitted only to the applicants (borrowers) who are individual entrepreneurs.

11.	Cost of additional paid services stipulated in the loan agreement and/or rendered by the Bank and/or any third parties, as well as applicant's (borrower's) consent to receive such services	
12.	Other terms and conditions of provision and repayment (redemption) of the loan and payment of the loan interest	

Applicant (borrower) _____³
(signature, date)

³ In case that Information on loan terms is submitted on paper.

Annex 2
to the Instruction on Procedure of Funds Provision
in the Form of Loans and Repayment
(Redemption) Thereof
(as worded by Resolution of the Board of the
National Bank No. 99 dated March 31, 2020)

Form

INFORMATION
on indebtedness under the loan agreement

_____ (name, given name, patronymic (if any) of the borrower)

Loan agreement number and date _____

Amount of loan (BYN) _____

Rate of loan interest as of the date of signing the loan agreement _____

Rate of loan interest as of the date of information submission _____

Loan maturity date and final date of loan interest payment _____

Increased interest rate in case of non-fulfillment of obligations under the loan agreement _____

Other obligations (fine (fee, penalty) (BYN) _____

(BYN)

Date of information submission	Debt under loan (principal amount)			Loan interest amount		Other obligations (fine (fee, penalty)
	debt payable in the current period	overdue debt	non-due loan interest debt	payable in the current period	overdue	
1	2	3	4	5	6	7