# Surety Agreement No.

year **«** **«**  **202**

**« »**, hereinafter referred to as «Guarantor», represented by

, acting on the basis of the Charter, on the one hand,

**JSCB «ASIA ALLIANCE BANK»**, hereinafter referred to as «Creditor», represented by

, acting on the basis of the power of attorney , on the second party, and **« »,** hereinafter referred to as «Debtor», represented by

, acting on the basis of the Charter, on the third party, have concluded this agreement as follows.

# Subject of the Agreement

* 1. The Guarantor hereby undertakes to be jointly and severally liable to the Creditor for the Debtor’s obligations arising from the terms and conditions of Loan Agreement No. dated 201 , hereinafter referred to as the «Loan Agreement», both existing at present and those that may arise in the future.
  2. The Guarantor is well aware of all terms and conditions of the Loan Agreement concluded between the Debtor and the Lender, including:
* Type of lending - *with/without opening a credit line;*
* The purpose of the loan is ;
* Loan amount (principal debt) - ( ) soums;
* The term of the loan is ( ) years;
* The interest rate on the term debt on the principal amount outstanding is % per annum;
* In case of breach of the loan principal repayment term - the loan interest rate increased by 1.5 times, accrued on the overdue principal debt;
* Penalty for late payment of interest - 0.15% of the overdue payment amount for each day of delay, but not more than 50% of the overdue payment amount;
* Repayment (repayment) of the loan principal will be made by the Debtor in accordance with the Loan Repayment Schedule *(Credit Line Reduction Schedule)* provided for in Appendix No. 1 to the Loan Agreement.

# Guarantee Amount

* 1. The Guarantor shall be fully liable to the Creditor for the Debtor’s obligations, including payment of the principal debt, interest, fines, legal fees, and other payments under the loan, caused by the Debtor’s failure to fulfill or improper fulfillment of obligations under the Loan Agreement, including in case of early collection of the loan amount by the Creditor and termination of the Loan Agreement on the grounds specified therein. The liability of the Guarantor and the Debtor shall be joint and several.

2.3 Upon repayment by the Guarantor of the Debtor’s obligations, the amounts paid by the Guarantor shall be used to repay the obligations in the order of priority established by the Loan Agreement.

# Guarantor’s Endorsements

* 1. The Guarantor represents and warrants that:
* it is a duly organized and registered legal entity under the laws of the Republic of Uzbekistan;
* conclusion of this agreement and all its terms and conditions, its execution does not contradict the legislation and constituent documents of the Guarantor;
* the authorized persons of the Guarantor signing this agreement have full right to sign the agreement and have submitted the relevant documents confirming this right;
* the financial statements submitted to the Lender are valid and reflect the financial condition of the Guarantor;
* The Guarantor has informed the Lender of all existing obligations, both valid and contingent;
* no administrative or judicial action has been initiated against the Guarantor and there are no outstanding obligations to third parties that may significantly affect the Guarantor’s fulfillment of its obligations under this agreement.

# Rights and Obligations of the Parties

* 1. **The Guarantor** **undertakes to:**
     1. 5 business days prior to the next due date of payment under the Loan Agreement to accumulate on its accounts the amount of the relevant payment required to fulfill the Debtor’s obligations;
     2. in case the Debtor fails to repay the principal debt, interest, penalties, legal fees, and other payments under the loan, including in case of early termination of the Loan Agreement by the Lender, transfer to the Lender the necessary amount of funds not later than the day following the day of the Lender’s demand for repayment of the Debtor’s debt under the Loan Agreement;
     3. at the request of the Lender to provide quarterly balance sheets, financial statements on profits and losses, including the auditor’s report on the financial condition for each financial year, certified in accordance with the established procedure, and other necessary information on the financial condition of the Guarantor;
     4. in case of change of the location address notify the Lender thereof within 3 banking days;
     5. to notify the Lender in advance of any changes in its legal status. In case of amendments to the Guarantor’s constituent documents, provide the Bank with copies of the relevant documents within 3 (three) business days from the date of state registration of the amendments;
     6. not to act as a guarantor for other obligations of third parties without the written consent of the Lender, not to assume any obligations and measures that may lead to deterioration of the financial condition of the Guarantor and a threat of non-fulfillment and/or improper fulfillment by the Guarantor of obligations to the Lender under this Agreement;
     7. in case of transfer of the main account to another bank, as well as in case of opening accounts in other banks, notify the Bank thereof not later than 5 (five) calendar days after the transfer/opening of the account;
     8. when bringing a claim against the Guarantor, to involve the Debtor in the court proceedings as a co-defendant.
  2. In case of non-fulfillment of the Creditor’s claim under clause 4.1.2, the Guarantor grants the Creditor the right to write off from any of the Guarantor’s accounts with the Bank in an acceptance-free manner the amount that is necessary for the Creditor to meet the requirements for fulfillment of the Debtor’s obligations under the Loan Agreement, if these requirements are not satisfied by the Debtor.
  3. The Guarantor grants the Bank the right to write off funds from the main demand deposit account without acceptance in case of non-fulfillment of the Lender’s claim according to clause 4.1.2 of this Agreement.

Within 10 (ten) calendar days after signing of this Agreement the Guarantor shall be obliged to submit to the Bank a copy of the agreement concluded with the bank servicing its main demand deposit account on acceptance-free debiting of funds in the form attached hereto as Annex No. 1 to this Agreement.

# The Guarantor shall have the right to:

* + 1. after the Guarantor has fulfilled the Debtor’s obligations to the Creditor, require the Debtor to repay all incurred costs to the extent that the Guarantor has satisfied the Creditor’s claims;
    2. in case of deterioration of the Debtor’s financial condition, send a letter of claim to the Debtor.

# The Lender undertakes to:

* + 1. upon fulfillment by the Guarantor of the Debtor’s obligations, the Creditor shall be obliged to transfer to the Guarantor the documents certifying the claims against the Debtor and transfer the rights securing these claims.

# The Creditor shall have the right to:

4.6.1.1 In case of non-fulfillment by the Guarantor of its obligations under clause 4.1.2. and in case of the Guarantor’s liability under clause 5.2. of this Agreement, the Lender shall have the unconditional right to write off funds without acceptance from all of the Guarantor’s accounts with the Bank, and from the main account, if the Guarantor’s main account is in another bank;

4.6.2. if there are no funds on the accounts of the Debtor and the Guarantor sufficient to reimburse the amount of the debt, the Creditor shall have the right to foreclose on any liquid property of the Debtor and the Guarantor in accordance with the procedure established by law;

4.6.3. request from the Surety the necessary information to examine the financial condition of the Surety.

# The Debtor undertakes to:

* + 1. upon fulfillment of its obligations to the Lender, immediately notify the Guarantor thereof;
    2. to pay to the Guarantor all incurred costs to the extent that the Guarantor has satisfied the Creditor’s claims;
    3. to provide the Guarantor with information on the status of the demand deposit account and other information related to the issue of fulfillment of obligations to the Lender under the Loan Agreement.

# Liability of the Parties

* 1. For non-fulfillment or improper fulfillment of obligations under this agreement the parties shall be liable in accordance with the legislation of the Republic of Uzbekistan.
  2. If the Guarantor fails to fulfill its obligations under clause 4.1.2 of this Agreement, the Guarantor shall pay a penalty to the Lender in the amount of 0.1% of the amount of the unfulfilled obligation for each day of late payment, but not more than 50% of the amount of the overdue payment. Payment of the penalty shall not release the Guarantor from fulfillment of obligations under this agreement.
  3. For non-fulfillment or improper fulfillment of the obligations stipulated in clauses 4.1.3-4.1.7 of this Agreement, the Guarantor shall pay to the Lender a penalty in the amount of the current 5 times the base calculation value for each case of non-fulfillment of obligations.
  4. All disputes and disagreements that may arise from this agreement, the parties will resolve through negotiations. In case of impossibility to resolve disputes through negotiations, they shall be subject to consideration in the Tashkent Inter-District Economic Court.

# Termination of Surety

* 1. This agreement shall be terminated:
* with the termination of the obligation secured by it, as well as in case of change of this obligation entailing increased liability or other unfavorable consequences for the Guarantor, without the consent of the latter;
* with the transfer to another person of the debt under the obligation secured by the guarantee, if the Guarantor has not given the Creditor its consent to be responsible for the new Debtor;
* if the Creditor refuses to accept proper performance offered by the Debtor or the Guarantor;
* - if the Creditor does not file a claim against the Surety within one year from the date of maturity of the obligations under the Loan Agreement secured by the surety.

# Other Terms and Conditions

* 1. This agreement shall come into force from the date of its signing by the parties.

All amendments to this agreement are valid if they are made in writing and signed by authorized representatives of the parties.

* 1. All annexes to the present agreement shall be its integral part.
  2. The Guarantor gives its consent to the Creditor’s transfer of all the data necessary for the formation of the Debtor’s and Guarantor’s credit history related to this Agreement to the State Register of Credit Information and Credit Bureau.
  3. If the Guarantor ceases its activity as an independent legal entity or undergoes changes in its legal status, the legal successor with the consent of the Lender shall assume all obligations under this Agreement.
  4. Upon signing this agreement, all previous negotiations and correspondence related to it shall be null and void.
  5. By signing this Agreement, the Guarantor confirms that it has received a copy of the Loan Agreement and the existing annexes thereto.

7.7. Issues not regulated by this agreement shall be regulated by the legislation of the Republic of Uzbekistan.

7.9 The present agreement is concluded in 3 copies, one for each of the parties having equal legal force.

# Legal Addresses and Signatures of the Parties

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| **«CREDITOR»**  **branch JSCB “ASIA ALLIANCE BANK”**  Address: ,  TIN:  MFI:  Telephone:  Seal | **«GUARANTOR»**  **LLC « «**  Address: TIN:  c/a in  MFI  Director  Chief Accountant  Seal (if any) | **«DEBTOR»**  **LLC « «**  Address: .  TIN:  c/a in MFI  Director  Chief Accountant  Seal (if any) |

1. ***Clause 4.3. of the agreement is provided only if the Guarantor’s main account is serviced in another bank.***
2. ***For branches located outside Tashkent city, specify the territorial court in clause 5.4 of the agreement.***