

The full cost of the loan must be written in numbers and words, in a Times New Roman font with a size of at least 14 points

## Vehicle Loan Agreement

\_\_\_\_\_ city \_\_\_\_\_ 20\_\_ y.

On behalf of the \_\_\_\_\_ branch of Joint Stock Company Garant Bank (hereinafter referred to as the Bank) Mr. \_\_\_\_\_, the bank executive, acting on the basis of the Charter and power of attorney No. \_\_\_\_ dated \_\_\_\_ 202\_\_, on the one hand, and Mr. \_\_\_\_\_ (full name) (hereinafter referred to as the Borrower) (passport issued by \_\_\_\_\_ on \_\_\_\_), registered at the place of permanent (temporary) residence in \_\_\_\_\_ city, on the other hand, have concluded this Agreement as follows:

### 1. Subject of the Agreement

1.1. The Bank provides the Borrower with a targeted consumer loan for the purchase of a \_\_\_\_\_ brand (make) vehicle manufactured in the Republic of Uzbekistan.

1.2. Loan amount: \_\_\_\_\_.

Loan purpose: for the purchase of a \_\_\_\_\_ brand vehicle.

The loan is provided for a term of \_\_\_\_\_ with a grace period of \_\_\_\_ months.

1.3. Interest is accrued on the remaining loan at a rate of \_\_\_\_% per annum. Interest is accrued on overdue debt at a rate of \_\_\_\_% per annum. Accrued interest is paid monthly, no later than the \_\_\_\_ day of each month.

1.4. The loan repayment period is 30 calendar days from the date of signing the agreement.

1.5. The Loan is repaid in equal monthly payments or equal installments of the principal. In accordance with the Loan Repayment Schedule, which is a supplement to and integral part of this Agreement, the repayment frequency is on the \_\_\_\_ day of each month (at least once per month).

1.6. In accordance with Article 783 of the Civil Code of the Republic of Uzbekistan, the Bank is granted the right to debit funds in any currency from any of the Borrower's accounts with the Bank to repay the Loan to ensure the proper fulfillment by the Borrower of its obligations under this Agreement.

### 2. Rights and Liabilities of the Parties

2.1. Bank's Liabilities:

2.1.1. Provide the Borrower with a loan in the amount of \_\_\_\_\_ (amount in figures and words).

2.1.2. Open a credit account \_\_\_\_\_.

2.1.3. Transfer the loan account \_\_\_\_\_ (name of the trade organization, TIN of the trade organization) (name of the servicing bank, bank code), based on the borrower's written application, to the deposit account \_\_\_\_\_ using document \_\_\_\_\_ (account number) (certificate-pay advice for non-cash payment to the account of the official dealer for the purchase of the vehicle \_\_\_\_\_).

2.1.4. Inform the Borrower in writing of the reasons for the loan request refusal, directing the loan for early repayment.

2.1.5. Open a deposit account prior to the loan disbursement and credit it with funds equal to \_\_\_\_\_ of the amounts contributed by the Borrower at a rate of \_\_\_\_% until the loan disbursement.

2.1.6. If the Borrower receives more funds for the current loan payment than the amount specified in the loan repayment schedule, the Borrower, upon appropriate oral or written request, is obligated to direct the excess funds received to repay the principal debt on the loan and recalculate the loan amount.

2.1.7. The Borrower has to notify the "Credit Information Analytical Center" Credit Bureau and the State Register of Credit Information of the Central Bank of the Republic of Uzbekistan on compliance with the terms of this Agreement.

## 2.2. Borrower's Liabilities:

2.2.1. Prior to the entry into force of the Loan Agreement, in accordance with the conditions specified in paragraph 2.1.5. of this Agreement, deposit funds in the amount of \_\_\_\_\_ soums, equal to \_\_\_\_% of the cost of the vehicle purchased on call deposit account.

2.2.2. As security for the loan repayment, issue, in accordance with the requirements of the acting legislation and in a form acceptable to the Bank:

a) provide to the Bank a certificate (technical passport) confirming the vehicle's state registration within 10 (ten) days from the date of state registration of the vehicle loan, costing \_\_\_\_\_, of \_\_\_\_\_ brand.

b) pledge the vehicle loan (hypothecation) costing \_\_\_\_\_, of \_\_\_\_\_ brand, within 10 (ten) days from the date of state registration in favor of the Garant Bank on the basis of the pledge agreement.

2.2.3. Pay the insurance premium to the insurance company in an amount sufficient to ensure the insurance policy takes effect until the loan is received.

2.2.4. Use the loan for its intended purpose, namely, to pay for a vehicle of \_\_\_\_\_ brand.

2.2.6. Repay the loan and accrued interest monthly in accordance with the payment schedule, which is an integral part of this Agreement, starting from "\_\_\_" \_\_\_\_\_, 20\_\_, on each \_\_\_\_ day.

2.2.7. Repay the loan and pay interest in the following ways:

Deposit cash at the bank's cash desk;

Transfer funds from the Borrower's personal deposit account opened at the Bank;

Wire transfer of the Borrower's salary and equivalent payments;

other methods not prohibited by acting legislation.

2.2.8. Submit to the Bank documents confirming the intended use of the loan.

2.2.9. If the value of the collateral decreases during the loan term due to a decrease in the market price of similar property or insufficient proceeds from the sale of the collateral, provide additional collateral for the loan in a form acceptable to the Bank in the amount of the missing amount.

2.2.10. If the Borrower repeatedly defaults on the payment schedule for \_\_\_\_ days, the Bank will take measures to collect the outstanding loan debt early and foreclose on the collateral.

2.2.11. If necessary, provide the Bank with any data related to lending matters upon request during the course of the loan relationship. The Borrower is responsible for the accuracy of the data provided to the Bank.

2.2.12. Notify the Bank within 3 (three) days of any changes in residence, place of work, last name or first name, or other circumstances that may affect the fulfillment of obligations under this Agreement.

2.2.13. Not to transfer a vehicle purchased on loan funds until one's obligations under this Agreement are entirely fulfilled.

2.2.14. When issuing a power of attorney to drive a vehicle or equip a vehicle with gas-cylinder equipment, obtain the Bank's written consent.

2.2.15. Create all necessary conditions for monitoring the targeted use of loan funds by Bank's in-charge employees and not obstructing such use.

2.2.16. Not to take a vehicle purchased with loan funds outside the Republic of Uzbekistan.

2.3. The Bank has the following rights:

2.3.1. Monitor the Borrower's solvency, the adequacy of the loan collateral, and require the Borrower to provide the necessary documents to fulfill its obligations.

2.3.2. In the event of late loan repayment:

a) establish and collect a loan usage fee at an increased interest rate from the date the loan amount (or part thereof) is credited to the overdue payment account in the amount of \_\_\_\_\_% per annum of the overdue loan balance;

b) require the Borrower to immediately take steps to repay the loan (or the remaining loan balance) early and pay interest;

c) exercise the rights provided by law to sell the collateral for the purpose of loan repayment;

d) failure to fulfill and/or improper fulfillment by the Borrower of the terms of this Agreement;

d) termination of this Agreement in accordance with the established procedure.

e) filing a claim with the court of competent jurisdiction for early unilateral termination of the loan agreement and full recovery of the debt in the event of a breach and/or improper fulfillment by the Borrower of the obligations assumed hereunder, a deterioration in the financial situation of the Borrower and/or the Guarantor, or the occurrence of any factors that may affect the repayment of the vehicle loan.

2.3.3. In the event of the Borrower's failure to pay the principal and interest on the loan in accordance with the term of the obligation or the violation of the payment schedule, the Bank will take appropriate measures in accordance with the procedure established by law.

2.3.4. Verifying the Borrower's compliance with the terms of this Agreement, including the intended use of the loan.

2.3.5. In the event of a breach and/or improper fulfillment by the Borrower of its obligations under this Agreement, a deterioration in the financial situation of the Borrower and/or the Guarantor, or the occurrence of other circumstances that contribute to an increase in debt, the Borrower has the right to file a claim in the court of competent jurisdiction for unilateral early termination of the loan agreement and full recovery of the debt.

2.4. Borrower's Rights:

2.4.1. Monthly deposit funds intended for loan repayment and interest into a specially opened deposit account at the Bank until the principal and interest payments are due.

2.4.2. Receive data on changes to the terms of the loan agreement from the Bank at least 5 days before the due date.

2.4.3. Repay the loan early on own funds, after notifying the Bank in writing and obtaining its consent. Until the principal is repaid, the Borrower is obligated to pay interest calculated as of the date of payment.

### **3. Failure to Fulfill Obligations**

3.1. The events specified in this clause shall be deemed to be instances of failure by the Borrower to fulfill its obligations under the vehicle loan, accrued interest, and/or other payments within the timeframes established by this Agreement, the payment schedule thereunder, and other agreements established by this Agreement;

- Intentional misleading of the Bank by submitting forged documents;
- Partial or complete loss of the value of any type of collateral provided by the Borrower to the Bank as security for the vehicle loan, or recognition of the title to it as invalid;
- Deterioration in the solvency of the Borrower and/or Guarantor, or concealment of certain data resulting in failure to fulfill obligations under this Agreement;
- Improper fulfillment of the terms of this Agreement and the obligations stipulated hereunder;
- Violation of the terms of other agreements related to this Agreement (collateral, surety, etc.).

3.2. In the event of the Borrower's failure to fulfill its obligations, the Bank has the right, at its sole discretion, to take one of the following actions:

- send the Borrower a written notice (letter of objection) of the fact of default and the deadline for resolving it;
- if the Borrower fails to fulfill its obligations under this Agreement, without the Borrower's consent (without acceptance), debit from all of the Borrower's bank accounts (deposit accounts, bank cards, etc.) funds sufficient to repay the existing vehicle loan debt;
- require the provision of additional security for the fulfillment of obligations under this Agreement;
- if the circumstances specified in paragraph 5.1 of this Agreement occur, require the Borrower to repay the entire vehicle loan amount or a portion thereof early in accordance with the established procedure;
- collect the entire vehicle loan debt in accordance with the procedures established in the agreements concluded using the vehicle loan as collateral (pledge, surety, etc.), and further direct collection against the collateral.

#### **4. Responsibility of the Parties**

4.1. The Parties shall be liable for failure to fulfill or improper fulfillment of its obligations under this Agreement in accordance with the terms of this Agreement and the acting legislation of the Republic of Uzbekistan.

4.2. In the event of failure to fulfill or improper fulfillment by the Borrower of the obligation to provide property (assets) as collateral for the loan, the Borrower may be subject to a fine in the amount of 10 (ten) times the base calculated amount.

4.3. In the event the Borrower uses the loan for other than its intended purpose, the Bank may be subject to a fine in the amount of 10 (ten) times the base calculated amount.

#### **5. Personal Data**

5.1. By signing this Agreement, the Borrower consents to the processing of his/her personal data by the Bank.

5.2. The Bank processes and has the right to process the Borrower's personal data for the following purposes:

- to exercise the Bank's rights and fulfill its obligations under this Agreement;
- to ensure the proper exercise by the Borrower of its rights and obligations;
- to obtain data on the Borrower regarding the loan (vehicle loan);

- to provide the Bank with data requested by the vehicle loan resource provider (if the vehicle loan is implemented using borrowed resources);
- when applying to notary offices, insurance companies, the pledge registry, the cadastre, and internal affairs agencies to draw up security agreements for a vehicle loan;
- conducting marketing research to evaluate the effectiveness of a specific banking service, preparing and summarizing analytical or statistical data;
- preparing reports on the Bank's activities and financial condition for the Bank's management bodies, supervisory authorities, auditors, or potential investors;
- verifying borrower's data, including for the purposes of combating fraud, money laundering, terrorist financing, and the financing of the proliferation of weapons of mass destruction;
- appealing to government agencies and other individuals and legal entities regarding the collection of overdue vehicle loan debt;
- offering new banking services;
- submitting documents containing personal data to organizations providing communications (postal) services for information exchange and posting them in databases of electronic data exchange programs to achieve the above objectives.

## **6. Anti-Corruption Provisions**

6.1. In fulfilling its obligations under this Agreement, each Party strictly prohibits corrupt practices in its activities and completely rejects any form of assistance (direct or indirect), including the receipt/provision of money, valuables, other property or property-related services, or other property rights that facilitate the faster resolution of individual issues, the simplification of administrative and other procedures, or the provision of competitive and other advantages. The Parties undertake to comply with the requirements of applicable law in its activities, as well as anti-corruption policies and procedures (if any) developed based on such law.

6.2. The Parties guarantee that, in fulfilling its obligations under this Agreement, neither the Parties, its executive bodies, nor its authorized representatives or employees will offer, provide, or consent to the provision of corrupt payments to any persons (including individuals, commercial organizations, and government officials), nor will the Parties agree to receive or accept any corrupt payments from any person (directly or indirectly).

6.3. In the event of a violation of the provisions of this section, the relevant party shall notify the other party in writing within 5 (five) business days of the violation. In the written notification, the party must provide reliable facts and materials confirming which provisions of this section were violated.

Written notifications are sent to the Garant Bank JSC hotline.

6.4. If a violation of the provisions of this section by one of the parties is confirmed and/or the other party fails to provide data on the results of the notification regarding the review of the violations, the other party has the right to unilaterally terminate the agreement, either partially or in full.

6.5. The party terminating this agreement based on the anti-corruption provisions has the right to demand compensation for actual damages caused as a result of such termination. Compensation for damages will be made within the timeframe and in the amount specified in the act, confirmed in writing by the parties.

## **7. Force Majeure**

7.1. If, after signing the agreement, the parties are unable to fully or partially fulfill its obligations hereunder due to circumstances beyond their control (force majeure) that are beyond

its control and cannot be foreseen or prevented, or due to extraordinary circumstances (force majeure), the Parties shall bear no liability for such failure. In such a case, neither party shall have the right to claim compensation for potential damages, with the exception of the obligation to repay the loan provided.

7.2. Force majeure circumstances include: flood, fire, earthquake, explosion, storm, landslide, epidemic and other natural phenomena, war or military action, civil unrest, and terrorist acts.

7.3. In the event of force majeure, the deadline for fulfilling obligations shall be extended in proportion to the duration of such circumstances and its consequences.

7.4. The Parties are obligated to notify each other in writing of the occurrence and termination of force majeure circumstances within 10 (ten) days.

7.5. The Party citing force majeure circumstances is obligated to provide the relevant document from the authorized government agency confirming the occurrence of such circumstances..

## **8. Terms of the Agreement Application**

8.1. This Agreement shall enter into force on the date of its signing and shall remain in effect until the Borrower has fully repaid the vehicle loan amount and interest thereon, and until the parties have fully fulfilled its obligations.

8.2. The Agreement may be terminated by written notice from either party prior to the Bank's overall fulfillment of its obligations to provide the vehicle loan.

8.3. Changes to the terms of this Agreement shall be made by mutual consent of the parties and shall be formalized by an additional agreement. Additional agreements to this Agreement shall have no legal force if concluded without the participation of an authorized representative of the Bank and are not affixed with the Bank's seal.

8.4. Under this Agreement, the Borrower grants the Bank the right to process and use any information of the Borrower in accordance with personal data legislation for the fulfillment of the terms of this Agreement, as well as for other purposes that do not contradict the law.

8.5. All disputes arising under this Agreement shall be resolved out of court. If no agreement is reached on a dispute, the party believing its rights have been violated shall file a claim with the other party. The party against whom the claim is filed is obligated to respond within 10 days of receipt of the claim.

If no agreement is reached on a dispute, the dispute shall be heard in the court at the location of the Bank's branch.

8.6. This Agreement is drawn up in two identical copies, each having equal legal force, one for each Party.

## **6. Addresses and Bank Details of the Parties**