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| **Total Loan Amount\_\_\_\_\_\_\_\_\_\_\_\_**  **(in words) UZS** |

**Microloan Agreement**

**No. \_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_2025 Tashkent

The Bank Manager, acting on behalf of the Banking Services Office of \_\_\_\_\_\_ Joint-Stock Company “Garant bank” (hereinafter – the Bank), pursuant to the Regulation and Power of Attorney No. \_\_\_\_\_\_ dated «\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2025, on the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered at the permanent place of residence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (passport issued in \_\_\_\_\_\_\_\_\_ year by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as the Borrower, on the other part, have entered into this Agreement as follows:

**1. Subject of the Agreement**

1.1. The Bank undertakes to provide the Borrower with microloan funds in the amount and under the terms stipulated by this Agreement, and the Borrower undertakes to repay the loan and interest accrued thereon within the agreed timeframe.

The total amount of the microloan is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) UZS.

1.2. Interest shall accrue on the outstanding balance of the microloan at the rate of \_\_\_ % per annum (the rate depending on the loan term).

The interest rate for overdue indebtedness shall be set at 1.5 times the contractual interest rate, but not exceeding 50 % of the overdue payment amount. Accrued interest shall be paid monthly, no later than the 2nd day of each month.

1.3. The term of the microloan is \_\_ months.

1.4. The interest charge for the use of the microloan is \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per annum. The type of interest rate is fixed.

**2. Definitions**

2.1. For the purposes of this Agreement, the following terms shall apply:

* **Borrower** – an adult, legally capable individual, permanently residing in the Republic of Uzbekistan and receiving stable income from his/her activities;
* **Microloan** – a loan provided by the Bank, credited to the Borrower’s bank card in non-cash form or disbursed in cash, granted on the principles of repayment, maturity, security, and payment in accordance with legislation and the Bank’s internal regulations;
* **Loan Repayment Date** – the date on which the Borrower makes the final payment covering the entire outstanding loan principal and accrued interest, resulting in full discharge of the Borrower’s obligations to the Bank;
* **Microloan Repayment Date** – the date on which the Borrower makes the final payment covering the outstanding balance of the microloan principal and accrued interest;
* **Microloan Indebtedness** – the full amount of the microloan recorded on the Borrower’s accounts, or the remaining part of the microloan utilized by the Borrower, including accrued interest;
* **Overdue Microloan Indebtedness** – the portion of the Borrower’s indebtedness under the microloan, accrued interest, or other payment obligations not settled within the term established by this Agreement.

**3. Terms and Conditions of the Microloan**

3.1. The microloan shall be repaid by annuity payments in accordance with the Repayment Schedule, which constitutes an integral part of this Agreement. Payments shall be made monthly, at least once per month, no later than the «\_\_\_» day of each month.

If the repayment date of the principal and interest falls on a weekend or public holiday, payment shall be made on the first following business day.

The final maturity date of the loan is «\_» \_\_\_\_\_\_\_\_\_\_ 20.

3.2. In order to ensure due performance of the Borrower’s obligations, the Bank, pursuant to Article 783 of the Civil Code of the Republic of Uzbekistan, shall be entitled to debit funds in any currency from any accounts of the Borrower held with any bank, without the Borrower’s acceptance (direct debit), to settle the microloan obligations.

3.3. Funds received from the Borrower shall be allocated in the following order:

1. repayment of overdue principal and overdue interest proportionally;
2. repayment of current accrued interest and principal for the current period;
3. payment of penalties (fines, late charges);
4. reimbursement of other Bank expenses related to debt recovery.

The repayment date shall be deemed the date on which funds are credited to the Bank’s accounts.

**4. Rights and Obligations of the Parties**

**4.1. Rights of the Bank**

4.1.1. To monitor the Borrower’s creditworthiness and the adequacy of the collateral securing the microloan, as well as to request from the Borrower any documents necessary to confirm the performance of obligations.

4.1.2. In case of late repayment of any installment of the microloan, the Bank shall be entitled to:

a) from the date of occurrence of overdue indebtedness, charge an increased interest rate of \_\_\_ % per annum on the overdue amount (depending on the applicable rate);

b) demand immediate early repayment of the microloan and payment of accrued interest;

c) exercise any rights to enforce the collateral in accordance with applicable legislation;

d) file a claim with the competent court for early termination of the Agreement and recovery of the entire debt in the event of breach or improper performance of obligations by the Borrower, deterioration of the financial condition of the Borrower and/or the Guarantor, or other circumstances endangering the repayment of the loan;

e) terminate this Agreement in accordance with the established procedure;

f) exercise other rights provided by this Agreement and the legislation of the Republic of Uzbekistan.

4.1.3. To verify the Borrower’s compliance with the terms of this Agreement.

4.1.4. To submit information on the Borrower’s performance of obligations under this Agreement to the Credit Information Registry of the Central Bank of the Republic of Uzbekistan and to the Credit Bureau “Analytical Center for Credit Information.”

**4.2. Rights of the Borrower**

4.2.1. To demand disbursement of the microloan on the terms specified in this Agreement.

4.2.2. To repay the microloan on a monthly basis and to deposit funds for the payment of interest into a specially designated deposit account with the Bank in advance, before the due date of the respective installment.

4.2.3. To receive information on amendments to this Agreement not later than 5 (five) calendar days before such amendments take effect.

4.2.4. To prepay the microloan using own funds, provided that accrued interest up to the date of prepayment is paid in full.

4.2.5. To terminate this Agreement early, subject to full repayment of the microloan amount and accrued interest.

4.2.6. To refuse receipt of the microloan on a gratuitous basis after signing this Agreement.

4.2.7. To review the terms of this Agreement prior to signing it.

**4.3. Obligations of the Bank**

4.3.1. To disburse the microloan funds to the Borrower based on a written instruction (application) from the Borrower after fulfillment of all required conditions.

4.3.2. To open a microloan account \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.3.3. To credit the microloan to the Borrower’s plastic card via the opened loan account, upon the Borrower’s written instruction.

4.3.4. To provide the Borrower with written notification of the reasons for refusal to disburse the microloan, as well as of any decision on early debt recovery.

**4.4. Obligations of the Borrower**

4.4.1. To duly repay the microloan amount and accrued interest in accordance with the terms of this Agreement and the approved Repayment Schedule.

4.4.2. To comply with the principles of secured, timely, repayable, and remunerated lending.

4.4.3. In the event of a single breach of the terms of this Agreement (including the Repayment Schedule or conditions for the designated use of funds), to transfer the pledged asset, upon the Bank’s first demand, to the Bank’s balance sheet at the collateral value or at another value agreed with the Bank.

4.4.4. To provide collateral for the microloan in a form compliant with applicable legislation and acceptable to the Bank, including but not limited to:
– an insurance policy “Against the Risk of Loan Default” at the Borrower’s own expense, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ insurance company, in the amount of \_\_\_\_\_\_\_\_\_\_ UZS (in words).

4.4.5. To repay the microloan and accrued interest at least once per month in accordance with the Repayment Schedule and the Term Obligation, which constitute an integral part of this Agreement, starting from «\_\_\_» \_\_\_\_\_\_\_\_ 2025.

4.4.6. To make repayment of the microloan and interest by one of the following methods:

– depositing cash into the Bank’s cash desk;

– transferring funds from the Borrower’s deposit account or plastic card opened with the Bank;

– salary deduction and non-cash transfer of funds;

– other methods not prohibited by applicable legislation.

4.4.7. To pay the Bank monthly interest for the use of the microloan, no later than the «\_\_\_» day of each month, at the rate of \_\_\_ % per annum for the current loan and \_\_\_\_ % per annum for overdue indebtedness.

4.4.8. In the event of amendments to this Agreement initiated by the Borrower, to pay compensation in the amount equivalent to five times the statutory minimum monthly wage.

4.4.9. To provide the Bank, upon request, with accurate information and documents necessary for the performance of this Agreement. The Borrower shall be liable for the accuracy of the information provided.

4.4.10. To notify the Bank within 3 (three) calendar days of any changes in place of residence, place of employment, surname or first name, as well as any other circumstances that may adversely affect the fulfillment of obligations under this Agreement.

4.4.11. Not to obtain loans or borrowings from third parties that would have priority claims over the Borrower’s obligations under this Agreement without the prior consent of the Bank, during the term of this Agreement.

4.4.12. Prior to signing this Agreement, to review the basic insurance conditions and the Bank’s requirements regarding reimbursement of insurance premiums.

4.4.13. To fulfill other obligations in accordance with the legislation of the Republic of Uzbekistan.

**5. Events of Default**

5.1. The following shall constitute Events of Default on the part of the Borrower under this Agreement:

* failure to perform obligations for repayment of the microloan, payment of interest and/or other amounts due within the deadlines established by this Agreement, the Repayment Schedule, or other agreements related hereto;
* misrepresentation of the Bank by providing knowingly false or inaccurate documents;
* total or partial loss of value of the collateral provided by the Borrower to secure the microloan, or invalidation of ownership rights to such collateral;
* deterioration of the financial condition of the Borrower and/or the Guarantor, or concealment of accurate information leading to inability to perform obligations under this Agreement;
* improper performance of the terms of this Agreement and obligations arising therefrom;
* breach of the terms of other agreements connected with this Agreement (including pledge, suretyship, etc.).

5.2. In the event of any circumstances specified in Clause 5.1 of this Agreement, the Bank shall be entitled, at its sole discretion, to take one or more of the following actions:

* send a written notice (claim) to the Borrower of the occurrence of an Event of Default, indicating a period for its remedy;
* in case of non-performance by the Borrower, debit funds from the Borrower’s accounts (deposit, card, etc.) in the amount sufficient to cover the outstanding microloan debt, without separate consent of the Borrower (direct debit without acceptance);
* demand additional collateral for the performance of obligations under this Agreement;
* demand early repayment of the entire microloan or a portion thereof;
* recover the outstanding indebtedness by enforcing the collateral in accordance with the agreements concluded for the purpose of securing the Borrower’s obligations (pledge, suretyship, etc.).

**6. Liability of the Parties**

6.1. Refusal by either Party to perform the obligations stipulated by this Agreement shall entail liability in accordance with the terms of this Agreement and the legislation of the Republic of Uzbekistan.

**7. Collateral Requirements for the Microloan**

7.1. The microloan provided under this Agreement shall be secured by:
7.1.1. an insurance policy under the Loan Default Risk Insurance Agreement No. , concluded between the Bank and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ insurance company on «\_» \_\_\_\_\_\_\_\_\_\_ 202;
7.1.2. a suretyship agreement No. , concluded between the Bank, the Borrower, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on «\_» \_\_\_\_\_\_\_\_\_\_ 202, in the amount of \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) UZS;
7.1.3. other forms of collateral provided by the Borrower and agreed with the Bank (to be completed where additional collateral is provided).

7.2. The Bank shall be entitled to require the Borrower to provide additional collateral to secure the performance of obligations under this Agreement.

7.3. The documents (agreements, contracts) establishing collateral for the microloan shall constitute an integral part of this Agreement and serve to ensure the proper fulfillment of the Borrower’s obligations.

7.4. All expenses related to the proper execution of documents connected with ensuring repayment of the microloan shall be borne by the Borrower.

**8. Personal Data**

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

8.2. The Bank processes the Borrower’s personal data for the following purposes:

* performance of the Bank’s rights and obligations under this Agreement;
* ensuring the realization of the Borrower’s rights and obligations;
* obtaining credit (microloan) information about the Borrower;
* providing information requested by organizations supplying resources for microloan financing (in case the loan is granted from attracted resources);
* interaction with notaries, insurance companies, the collateral registry, cadastral authorities, and internal affairs bodies for the execution of transactions securing the microloan;
* conducting market research, as well as preparing and analyzing statistical and analytical data to assess the effectiveness of banking services;
* preparing reports on the Bank’s activities and financial condition for the Bank’s management bodies, supervisory authorities, auditors, or potential investors;
* verifying the Borrower’s information, preventing fraud, counteracting money laundering, financing of terrorism, and financing of the proliferation of weapons of mass destruction;
* addressing state authorities, as well as other individuals and legal entities, for the collection of overdue microloan indebtedness;
* offering the Borrower new banking services;
* providing documents containing personal data to postal operators and other communication service providers for the exchange of information to achieve the above purposes, including placement of such data in electronic information exchange systems.

**9. Anti-Corruption Provisions**

9.1. In the performance of obligations under this Agreement, each Party undertakes to refrain from any corrupt practices, as well as from assisting in such practices in any form (direct or indirect), including: receiving or transferring cash, valuables, other property or services of a pecuniary nature, granting of property rights, facilitation of expedited decision-making, simplification of administrative procedures, or obtaining competitive or other advantages. The Parties shall be guided by the applicable legislation, as well as by anti-corruption policies and procedures (if any) developed on its basis.

9.2. The Parties guarantee that, in the course of performing this Agreement, neither they themselves, nor their executive bodies, officers, or employees will offer, provide, or agree to provide corrupt payments to any persons (including individuals, commercial organizations, or government officials), nor will they agree to receive or accept any such payments from third parties.

9.3. In the event of a breach of the provisions of this section, the Party at fault shall notify the other Party in writing within 5 (five) business days from the date such breach is identified. The notice shall contain reliable facts and supporting materials specifying which provisions of this section have been violated. Written notices may also be submitted via the “hotline” of JSC “Garant bank.”

9.4. If the fact of a violation of the provisions of this section is confirmed and/or if no information is provided regarding the results of the notice, the other Party shall be entitled to unilaterally terminate the Agreement, either in whole or in part.

9.5. The Party terminating this Agreement on the basis of violations of the anti-corruption provisions shall have the right to claim compensation for actual damages incurred. The amount and timing of such compensation shall be determined by an act executed by the Parties in writing.

**10. Force Majeure**

10.1. The occurrence of force majeure circumstances, including natural disasters, epidemics, floods, or other events beyond the control of the Parties, shall release the Parties from liability for full or partial non-performance of their obligations under this Agreement.

If the Party whose performance is impeded by force majeure fails to notify the other Party of the occurrence of such circumstances within 10 (ten) calendar days, it shall forfeit the right to invoke such circumstances as a ground for release from liability.

The burden of proof of force majeure circumstances shall rest with the Party that has failed to perform its obligations.

**11. Term of the Agreement**

11.1. This Agreement shall enter into force on the date of its signing and shall remain in effect until full repayment by the Borrower of the microloan amount and accrued interest, as well as fulfillment of all obligations assumed by the Parties.

11.2. Prior to the Bank’s performance of its obligations to disburse the microloan, this Agreement may be terminated upon a written request by either Party.

11.3. Any amendments or supplements to the terms of this Agreement shall only be valid if mutually agreed upon by the Parties and executed in the form of an addendum. Any addenda executed without the participation of an authorized representative of the Bank or without the Bank’s seal shall have no legal force.

11.4. Under this Agreement, the Borrower grants the Bank the right to process and use his/her personal data in accordance with applicable legislation, for the purposes of fulfilling this Agreement and for other purposes not contrary to the law.

11.5. All disputes arising out of or in connection with this Agreement shall be settled through negotiations. If a dispute cannot be resolved out of court, the Party considering its rights to be infringed shall submit a written claim to the other Party. The Party receiving the claim shall respond within 10 (ten) calendar days from the date of its receipt.
If no agreement is reached, the dispute shall be referred to the civil court at the location of the Bank’s branch.

11.6. This Agreement is executed in two counterparts, each having equal legal force, one for each Party.