MASTER AGREEMENT No. ____
for opening a credit line

Date: ____________202__ **City of ________________________**

Joint-Stock Company “Garant bank” ____________________ BSO (Banking Service Office) (hereinafter, the **Bank**), acting through its Manager pursuant to Power of Attorney No. ______ dated “_**”** __________ **20** , on the one hand, and Limited Liability Company “______________,” acting through its Director _____________, pursuant to its Charter (hereinafter, the **Borrower**), on the other hand, enter into this Master Agreement as follows.

1. Subject of the Master Agreement

1.1. The following key terms are used in this Master Agreement:
Master Agreement — an agreement between the Bank’s territorial BSO and a business entity that sets the procedure for granting and using loans by opening a credit line for any purposes for a term of up to 60 (sixty) months;
Borrower — business entities that maintain a primary or secondary settlement account with the Bank;
Individual Loan Agreement — a loan agreement concluded under this Master Agreement for a term of up to ___ (________) months with a separate repayment schedule;
Non-performing debt — overdue principal and/or interest for more than 90 calendar days.

1.2. Loans shall not be granted for activities prohibited by law.

2. Terms of the Master Agreement

2.1. As of the date this Master Agreement is signed and takes effect, the Bank shall, within 3 (three) business days, open a credit line in the amount of ______ (in words) soums in accordance with the terms of an Individual Loan Agreement.

2.2. Individual Loan Agreements are executed for terms shorter than the term of this Master Agreement. At the same time, loan collateral shall be insured against potential losses for 60 months, and the pledge agreement shall likewise be executed for 60 months under this Master Agreement.

2.3. Under this Master Agreement, and during its term, each Individual Loan Agreement shall have a term of no more than 36 (thirty-six) months with a grace period on principal repayment of up to 6 (six) months. Each loan is provided under a separate Individual Loan Agreement and repayment schedule. The number of Individual Loan Agreements under this Master Agreement is not limited. If non-performing debt arises under any previously concluded loan agreement, no subsequent Individual Loan Agreement may be concluded under this Master Agreement.

2.4. When providing a subsequent loan under an Individual Loan Agreement, a monitoring report signed by responsible BSO employees and the Borrower shall be submitted, confirming the condition of the collateral, the timeliness of repayments, and account turnover.

2.5. During the final 6 (six) months of the term set by this Master Agreement, financing via the loan (credit) account shall cease; funds shall be applied exclusively to debt repayment.

2.6. The Borrower may prepay the outstanding loan amount and shall pay interest for the actual period of use.

2.7. If the Bank's interest rate for the relevant credit product changes, the interest rates on subsequent loans provided to the Borrower under this Master Agreement may be adjusted accordingly.

3. Lending Procedure

3.1. Loans are provided to the Borrower by opening a separate loan account and transferring funds, pursuant to the Borrower's payment order, to the Borrower's settlement account or to the accounts of sellers/service providers. Loans up to UZS 1.0 billion may be disbursed in cash.
3.2. Loans provided to the Borrower are recorded in the appropriate balance-sheet accounts in accordance with the chart of accounts for commercial banks of the Republic of Uzbekistan.
3.3. The Borrower may utilize loans up to, but not exceeding, the limit established by this Master Agreement.
3.4. This Master Agreement is concluded for 60 months; collateral is documented for a corresponding term. At the client's request, loans under the Agreement may be granted for terms of up to 36 months.
3.5. Repayment schedules are set based on projected cash flows.
3.6. A grace period on principal repayment of up to 6 (six) months may be established.

4. Rights and Obligations of the Parties

4.1. Bank's Rights

4.1.1. If the Borrower incurs non-performing debt, to refuse to conclude new Individual Loan Agreements and to terminate this Master Agreement.
4.1.2. To request information from the Borrower regarding timely repayment and the Borrower's financial condition with respect to the loan provided.
4.1.3. If principal and interest remain unpaid for more than 2 (two) months, to demand early performance by enforcing the pledged property or other assets, by sending the Borrower a notice/demand for early loan repayment due to improper fulfillment of contractual obligations.
4.1.4. To exercise other rights provided by law.

4.2. Bank's Obligations

4.2.1. To open a separate loan account for the Borrower to record the loan granted.
4.2.2. To disburse the loan within 3 business days after the loan agreement is signed and has taken legal effect.
4.2.3. Provided the Borrower fully complies with this Master Agreement and the loan agreement, to timely open the relevant loan account and ensure disbursement of each subsequent loan.
4.2.4. To execute a single pledge agreement for the term of this Master Agreement and ensure the Borrower can use the credit lines during such term.
4.2.5. To notify the Borrower of changes introduced by the Central Bank of the Republic of Uzbekistan to the lending procedures for business entities, as well as of amendments to the adjustable provisions of the loan agreement between the client and the Bank.
4.2.6. To perform other obligations in accordance with the laws of the Republic of Uzbekistan.

4.3. Borrower's Rights

4.3.1. To use the credit line on the terms, in the amounts, and within the time frames provided in this Master Agreement.
4.3.2. By agreement with the Bank, to execute bilateral addenda to amend, terminate, or extend this Master Agreement.

4.3.3. To request information from the Bank regarding the loans provided.
4.3.4. To demand provision of a subsequent loan upon full compliance with this Master Agreement and the loan agreement.
4.3.5. To exercise other rights provided by the laws of the Republic of Uzbekistan if the Bank fails to perform, in whole or in part, its obligations under this Master Agreement.

4.4. Borrower's Obligations

4.4.1. To use the loans for the purposes specified in the loan agreement and ensure full repayment.
4.4.2. To strictly comply with this Master Agreement and the loan agreement.
4.4.3. To notify the Bank in writing no later than 2 (two) business days in the event of any change in the status of the collateral or upon the occurrence of an insured event.
4.4.4. At the Bank's demand, to replace the collateral with liquid collateral if its condition deteriorates.
4.4.5. To perform other obligations in accordance with the laws of the Republic of Uzbekistan.

5. Liability of the Parties

5.1. The Parties' exercise of rights and performance of obligations under this Master Agreement are governed by the laws of the Republic of Uzbekistan.

6. Force Majeure

6.1. If circumstances arise that make full or partial performance of this Master Agreement impossible—namely natural disasters, war, any hostilities, changes in applicable legislation, or other circumstances beyond the Parties' control—the Parties shall be released from performance for the duration of such circumstances.

7. Dispute Resolution

7.1. Disputes arising out of this Master Agreement shall be resolved by mutual negotiations. If settlement is not possible, the dispute shall be submitted to the competent courts for consideration.

8. Other Provisions

8.1. This Master Agreement is executed in two counterparts, enters into legal force on the date it is signed by the Parties, and remains effective until the Parties fully perform their obligations hereunder.
8.2. All amendments and addenda to this Master Agreement shall be made in writing and shall form an integral part hereof.
8.3. Pursuant to the Regulation registered by the Ministry of Justice of the Republic of Uzbekistan on July 2, 2018 under No. 3030, this agreement shall be prepared in Microsoft Word using "Times New Roman" font of at least 12-point size or another similar font.
8.4. Matters not covered by this Master Agreement shall be governed by the laws of the Republic of Uzbekistan.

9. Legal Addresses and Banking Details of the Parties

BORROWER	**BANK**
"______________"LLC	Garant bank JSC ______ BSO
Address: __________ Region, __________	

District,
___________ St., Building __
Bank Code: ___________
TIN: ___________
Account No.: 20208000………………001
Registered Address: ____________________
Tel.: (+998 ___) ____________

Director __________________ /Full Name/

Account No.: _____________________
Bank Code: _________ TIN: ___________
Tel.: (+998 __) ____________

Manager __________________ /Full Name/