

CREDIT AGREEMENT No. __

Bishkek

___.20__

A Limited Liability Company, hereinafter referred to as the “Lender,” on the one side, and

(passport of a citizen of the Kyrgyz Republic: series __, issued ____, MKK __),
registered at: _____,

hereinafter referred to as the “Borrower,” on the other side, collectively referred to as the
“Parties,” have entered
into this Agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The Lender provides the Borrower with a loan under the terms of repayment, timeliness, and interest in the amount of _____ (_____) KGS, and the Borrower undertakes to repay the loan and pay interest in the amounts and within the terms stipulated by this Agreement.

1.2. The loan provided by the Lender has a designated purpose and must be used by the Borrower for _____.

2. TERM OF THE AGREEMENT

2.1. The Lender provides the loan for __ (____) months, with a final repayment date of “__” __ 20__.

2.2. This Agreement is valid from the moment it is signed by the authorized representatives of the Parties until the Borrower fully repays all debt obligations to the Lender. Repayment of the loan and accrued interest is carried out by the Borrower according to the Repayment Schedule (Annex No. 1).

3. LOAN PROVISION AND SETTLEMENT PROCEDURE

3.1. The Lender provides the Borrower with the loan by bank check, bank transfer, or cash issuance.

3.2. Interest rate: ____% (____) per annum, excluding sales tax. Interest accrues on the outstanding principal until repayment.

3.3. Interest is calculated on the actual outstanding balance, based on the number of days in the month, using a banking year of 365 days.

3.4. Interest accrues from the day the Borrower receives funds or when credited to the Borrower’s bank account, until full repayment.

3.5. In case of late repayment, the Borrower pays a penalty equal to the loan interest rate (3.2), capped at 20% of the principal over the loan term.

- 3.6. If repayment date falls on a non-working day, repayment is postponed to the next business day.
- 3.7. If repayment is made later than the first business day after holidays, penalties are calculated from the first business day after holidays.
- 3.8. The Borrower pays all registration, notary, and related fees, as well as costs due to non-performance.
- 3.9. The Effective Annual Interest Rate (EAIR) is shown in Annex No. 2 for information purposes only.
- 3.10. The Borrower irrevocably confirms consent to interest calculations under this Agreement.

4. EXECUTION OF THE AGREEMENT

- 4.1. The loan is provided if collateral is duly executed (except for unsecured loans).
- 4.2. If payments are insufficient, they are applied in order: (1) principal, (2) Lender's costs, (3) interest and penalties.
- 4.3. The Borrower undertakes to repay the loan as per the Repayment Schedule (Annex No. 1), by depositing into the Lender's account/cash desk.

5. COLLATERAL

- 5.1. The Borrower's obligations are secured by property and guarantees, as per Collateral Agreement No. ____.
- 5.2. In case of non-performance, the Lender may satisfy claims from the Borrower's/Guarantor's property or pledged assets.
- 5.3. If collateral sale proceeds are insufficient, the Lender may recover the balance from other Borrower property.

6. RIGHTS OF THE PARTIES

- 6.1. Lender has the right to:
- Request Borrower's financial information and credit history.
 - Suspend loan disbursement or demand early repayment in cases of misuse, late payments, arrest of property, false information, or breach of collateral terms.
 - Apply additional fees as per Annex No. 2.
 - Foreclose on collateral and enforce obligations under Kyrgyz law.
 - Conduct inspections of collateral and loan usage.
 - Assign rights under this Agreement to third parties.
 - Provide data to the Credit Bureau and authorized state bodies.
- 6.2. Borrower has the right to:
- Repay the loan early with 30 days' notice.
 - Transfer rights/obligations only with prior written consent of the Lender.

- Refuse the loan before disbursement, compensating Lender's expenses.
- Other rights and information on costs/penalties as per Annex No. 2.

7. OBLIGATIONS OF THE PARTIES

7.1. Lender must:

- Provide the loan as agreed.
- Provide information about the Borrower's loan and credit discipline within 3 business days upon request.
- Enforce collateral only through judicial procedures.

7.2. Borrower must:

- Repay the loan and interest as scheduled, and pay penalties per Section 3.5 in case of late payment.
- Pay insurance premiums to the insurer designated by the Lender (or deducted from the loan).
- Use the loan strictly for its designated purpose (Section 1.2).
- Inform the Lender promptly of adverse circumstances (arrests, lawsuits, etc.).
- Not pledge assets, take new loans, or transfer property without written consent.
- Fulfill all obligations in Annexes 1 and 2.
- Compensate the Lender for all costs and damages due to non-performance.

8. EARLY REPAYMENT CASES

The Lender may demand early repayment of the full loan, interest, and amounts due, including foreclosure, if:

- Borrower breaches this Agreement or collateral agreements.
- Borrower declared insolvent.
- Borrower fails to provide collateral or debt becomes unsecured.
- Other cases as provided by law.

9. SPECIAL CONDITIONS

Borrower must allow inspection of loan usage and collateral.

Borrower must submit a loan usage report within 30 days of receiving funds.

Borrower guarantees full liability with all assets and authorizes data sharing with the Credit Bureau.

Borrower acknowledges criminal liability for misrepresentation.

10. DISPUTE RESOLUTION

Disputes are resolved through negotiations; otherwise, by Kyrgyz courts.

11. FORCE MAJEURE

If new laws worsen parties' rights, this Agreement remains unchanged.

If government decisions hinder performance, the Borrower assumes all risks.

Force majeure (natural disasters, war, etc.) may extend repayment terms with Lender's consent.

12. FINAL PROVISIONS

All relations are confidential.

Termination is allowed by mutual consent or under Section 6.

Disputes not resolved amicably are referred to courts.

Amendments must be in writing.

Each Party must notify of address/requisites changes.

Agreement is governed by Kyrgyz law.

Drawn up in 3 copies, equally valid.

(Signature) _____ (Borrower's Full Name)