

## Гарантия погашения кредита на английском языке

GUARANTOR: JSC "Halyk Savings Bank of Kazakhstan"

Address: \_\_\_\_\_

TO: \_\_\_\_\_ [(name, business identification number (or other information provided by the legislation of the state in which the non-resident is registered, identifying him as a legal entity), date of state registration)]<sup>1</sup>/[surname and given names (middle name if available), personal identification number, date of birth, name and details of the identity document (number, issuing authority, date of issue and validity of the document) (or other personal data provided by the legislation of the state in which the non-resident is registered)]<sup>2</sup>

Address: \_\_\_\_\_ (Beneficiary's [legal address]<sup>3</sup>/[place of residence, legal address]<sup>4</sup>)

Bank guarantee agreement № \_\_\_\_\_ from \_\_\_\_\_

LOAN REPAYMENT GUARANTEE № \_\_\_\_\_

Almaty

Date \_\_\_\_\_

We have been informed that as per the Loan agreement No. \_\_\_\_\_ (enter the name of the Loan Agreement) dated «\_\_» \_\_\_\_\_ 200\_, (hereinafter as: Loan Agreement) concluded with Messrs. \_\_\_\_\_ (name and legal address or name and surname of the Applicant) BIN/IIN \_\_\_\_\_, [number and date of state registration]<sup>5</sup>/[date of birth, place of residence, name and details of the identity document (number, issuing authority, date of issue and validity of the document)]<sup>6</sup> (hereinafter as: the Applicant), you are ready to advance a loan in favor of the Applicant for total amount of (currency, amount) \_\_\_\_\_ (In words: \_\_\_\_\_) (hereinafter as: Loan) against a loan repayment guarantee to be issued as a security for the Applicant's due fulfillment under the Loan Agreement.

This being stated, we, JSC Halyk Savings Bank of Kazakhstan (hereinafter as: the Guarantor), hereby irrevocably undertake to pay to you within five (5) banking days any amount up to the maximum of \_\_\_\_\_ (Currency, amount) (In words: \_\_\_\_\_) (hereinafter – the Guarantee amount) upon receipt of your first written complying demand for payment (hereinafter – the Demand) [along with your written statement]<sup>4</sup> stating that:

[The Applicant is in breach of its obligations under the Loan Agreement .]<sup>1</sup>

[Supporting statement under article 15a URDG is excluded.]<sup>2</sup>

[a) the Applicant is in breach of its obligations under the Loan Agreement ; and

b) the respect in which the Applicant is in breach.

Your written statement maybe in the Demand or in separate signed document accompanying or identifying the Demand.]<sup>3</sup>

Any documents issued by the party other than the Applicant or Beneficiary, shall be made in [name the language].

This Guarantee amount covers the principal amount, interest due and any other payments due under the Loan Agreement whereas our obligations in total do not exceed the amount of this Guarantee.

For the purpose of identification of authenticity the Demand [and your written statement]<sup>4</sup> shall be made via tested telex or authenticated SWIFT to our telex/SWIFT address: 251531 HSBK KZ/ HSBK KZKX showing all amounts which are due by Applicant to you according to the Loan Agreement.

<sup>1</sup> This field is filled in if the Beneficiary is a legal entity.

<sup>2</sup> This field is filled in if the Beneficiary is a individual.

<sup>3</sup> This field is filled in if the Beneficiary is a legal entity.

<sup>4</sup> This field is filled in if the Beneficiary is a individual.

<sup>5</sup> This field is filled in if the Applicant is a legal entity.

<sup>6</sup> This field is filled in if the Applicant is a individual.

This guarantee is valid until «  » \_\_\_\_\_ 200\_ inclusive and expires fully and automatically, unless the original of this letter of guarantee has not been returned to us prior to that date. Any demand under this Guarantee must be received by us on or before the expiry date of this guarantee at our address indicated above.

This guarantee is not assignable without our prior written consent.

\* All rights and obligations under this Guarantee shall be governed by the laws of the Republic of Kazakhstan.

\*\* All rights and obligations under this Guarantee shall be governed by the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No.758.

Authorized signatories.

---

<sup>1</sup> For the guarantees subject to Kazakhstan law. Can be combined with the next paragraph (see comment 2).

<sup>2</sup> Combined with the previous paragraph (see comment 1). For the guarantees subject to URDG, where supporting statement is not required.

<sup>3</sup> For the guarantees subject to URDG, where supporting statement is required.

<sup>4</sup> For comment 3.

\* The statement is used if parties of the guarantee (Applicant/Beneficiary) are residents of the Republic of Kazakhstan.

\*\* The statement is used if at least one of the parties of the guarantee (Applicant/Beneficiary) is non-resident of the Republic of Kazakhstan.