

ASSIGNMENT AGREEMENT

_____ city

_____ 20__

1. Parties to the Agreement

- 1.1. _____, hereinafter referred to as the "Assignor", represented by _____ acting on the basis of _____;
- 1.2. _____, hereinafter referred to as the "Assignee", represented by _____ acting on the basis of _____;
- 1.3. _____, hereinafter referred to as the "Debtor", represented by _____ acting on the basis of _____;

The Assignor, the Assignee and the Debtor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

2. Background

The Assignor and the Assignee have entered into Agreement No. _____ dated _____ 20__, under which there is an outstanding debt in the amount of _____ (the "Outstanding Amount ") as of the date hereof; The Assignor has a claim against the Debtor based on Agreement No. _____ dated _____ 20__; the Parties agreed to repay the Outstanding Amount of the Assignor to the Assignee by assigning to the latter the rights of claim hereunder with the Debtor;
The Debtor consents to the assignment contemplated hereby.

3. Subject matter

- 3.1. The Assignor assigns and the Assignee accepts the right of claim against the Debtor under Agreement No. _____ dated _____ 20__ in the amount of _____.
- 3.2. The Debtor gives its written and unconditional consent to the assignment of the said right of claim from the Assignor to the Assignee and recognizes the Assignee as a new lender.
- 3.3. The obligations of the Assignor to the Assignee shall be deemed to be fulfilled as soon as the Debtor receives the relevant payments in full from the Debtor to the Assignee.

4. Performance Conditions

- 4.1. The Assignor shall transfer the original documents confirming the assigned right of claim to the Assignee by _____ 20__.
- 4.2. From the moment of signing this Agreement, the Debtor shall perform its obligations under Agreement No. _____ dated _____ 20__ solely in favor of the Assignee.

5. Responsibilities of the Parties

- 5.1. The Assignor shall be liable to the Assignee for the validity and scope of the assigned right of claim.
- 5.2. The debtor confirms that at the time of signing the Agreement it has no counterclaims capable of affecting the assigned obligation and is not in bankruptcy (liquidation).
- 5.3. If the Debtor fails to fulfill its obligations within _____ (_____) days from the due date of payment, the Assignee shall be entitled to make claims against the Assignor on the basis of clause _____ hereof.

6. Dispute resolution

- 6.1. Any disputes shall be settled by negotiations. If it is impossible - are considered in court in accordance with the legislation _____.

7. Other terms and conditions

- 7.1. This Agreement shall come into force upon its signing by all Parties.
- 7.2. The Agreement is made in three copies, one for each Party; all copies shall have equal legal force.

8. Details and signatures of the Parties

Assignor:

Address: _____

IIC: _____

BIC: _____

Signature: _____

Assignee:

Address: _____

IIC: _____

BIC: _____

Signature: _____

Debtor:

Address: _____

IIC: _____

BIC: _____

Signature: _____