

AGREEMENT No. ____

_____ city

_____ 20__

(Name of the legal entity, certificate of registration, date and number, by whom registered).
hereinafter referred to as the "Lender", represented by (title, full name of the person signing the agreement).
acting on the basis of (charter, regulations, power of attorney No. _____ dated _____ 20__) and
(name of the legal entity, date of establishment, certificate of registration, date and number, by whom
registered). represented by (title, full name of the person signing the agreement). acting on the basis of
(charter, regulations, power of attorney No. _____ dated _____ 20__). hereinafter referred to
as the "Borrower", have entered into this Agreement as follows.

1. Subject matter

1.1. The Lender shall transfer money in the amount of _____ (_____) _____ into the ownership of the Borrower under the terms and conditions hereof, and the Borrower shall timely return the same amount of money (the "loan amount") to the Lender with (without) payment of remuneration.

1.2. The Lender grants the Borrower the loan amount with payment of remuneration for the use of the loan subject at the rate of _____ % (_____ percent) per annum. The period of interest accrual shall start from the day of crediting the loan amount to the Borrower's account.

1.3. The loan amount specified in clause 1.1 hereof shall be granted to the Borrower for a period of _____ years from the moment of its crediting to the Borrower's _____ account.

1.4. The Borrower shall pay to the Lender the due remuneration established in clause 1.2. hereof simultaneously with the loan amount. The Borrower may return the loan amount, as well as the remuneration for the use of the loan subject ahead of schedule. The Borrower shall not pay penalties to the Lender for early repayment by the Borrower of the loan amount and the interest due to the Lender.

2. Loan disbursement

2.1. The Borrower shall provide the loan amount within the terms, in the amount and on the terms and conditions stipulated herein.

2.2. The loan amount is considered to be provided by the Lender to the Borrower at the moment of crediting the money to the Borrower's _____ bank account, from the moment of money transfer.

2.3. The loan amount provided by the Lender is a loan for no purpose. The Borrower may use the loan amount at its own discretion.

2.4. In case of untimely disbursement or failure to disburse the loan amount, as well as disbursement of the loan amount in the amount less than specified in clause 1.1. hereof, the Borrower in accordance with _____ may contest the loan agreement in accordance with the established procedure, proving that the loan amount was not actually received by it in the amount less than specified herein.

3. Rights and obligations of the Parties

3.1. The Lender shall provide the loan amount specified in clause 1.1 hereof to the Borrower within _____ (_____) operational days from the date of signing hereof by transferring it non-cash to the Borrower's _____ account specified herein (by handing over the money to the Borrower, in the presence of witnesses).

3.2. The date of loan disbursement shall be the date of crediting the loan amount to the Borrower's bank account specified herein.

3.3. Upon expiry of the term set forth in clause 1.3. hereof, the Borrower shall repay the loan amount in the manner and within the terms and conditions stipulated herein.

3.4. The Borrower shall repay the received loan amount in the following order:

a) not later than the next day after expiry of the loan term specified in clause 1.3. hereof, the Borrower shall transfer the loan amount and the interest accrued for the actual time of use of the loan amount to the Lender's account specified herein;

b) The date of fulfillment by the Borrower of its obligation to repay the loan amount to the Lender shall be the date of crediting the funds to the Lender's account.

3.5. In case of payment under the Loan Agreement, fulfill financial obligations hereunder in priority to all other financial obligations, both existing as of the date of signing hereof and those that may arise in the future, during the term hereof.

3.6. The Borrower may repay the loan amount to the Lender ahead of schedule, prior to the due date for repayment of the loan amount set forth herein. The Borrower may also pay the loan interest ahead of schedule. In this case, the Borrower shall notify the Lender about early repayment of the loan amount and remuneration ____ (____) operational days prior to the day of their transfer.

3.7. The Lender may not demand from the Borrower the early return of the subject of the loan on any grounds, as well as the early payment of remuneration.

3.8. The Lender may take any measures stipulated by the current legislation necessary for fulfillment by the Borrower of its obligations hereunder.

3.9. The Parties have agreed not to disclose and keep confidential, commercial and other information received from the other Party during the implementation hereof. The Parties agree that any information and data received or transferred by either Party to the other for the purposes hereof shall be deemed confidential.

4. Responsibilities of the Parties

4.1. For non-fulfillment or improper fulfillment of the terms and conditions hereof, the Parties shall be liable in accordance with the current legislation _____.

4.2. The Parties shall be liable for non-fulfillment or improper fulfillment of the terms and conditions hereof resulting from the actions of its employees, agents, representatives, or other persons appointed by it.

4.3. For late repayment of the loan amount, the Borrower shall pay to the Lender a penalty at the rate of 0.5% (zero point five percent) of the loan amount for each operational day of delay.

4.4. For untimely disbursement of the loan amount and its transfer to the Borrower's _____ account, the Lender shall pay to the Borrower a penalty at the rate of 0.5% (zero point five percent) of the loan amount for each operational day of delay.

4.5. Payment of penalties (fines) shall not release the Parties from fulfillment of their obligations hereunder.

5. Force majeure

5.1. The Parties shall be liable for non-fulfillment, as well as improper fulfillment of obligations hereunder, in accordance with the legislation _____. The Parties shall not be liable for non-fulfillment or improper fulfillment of any obligations hereunder, if such non-fulfillment or improper fulfillment is caused by force majeure, which the Party could neither foresee nor prevent by reasonable measures.

5.2. The Parties refer to force majeure as: floods, fires, wars, revolutions, nationalizations, withdrawals for state needs, issuance of regulatory legal or other binding acts. Force majeure shall not include any actions caused by negligence or fault of the Parties, their authorized persons, employees, agents, as well as affiliated persons.

5.3. In case of force majeure, the Party affected by force majeure shall immediately notify the other Party thereof within 2 days by delivering or sending by mail a written notice specifying the date of commencement and description of the circumstances or by fax or e-mail from one of the e-mail addresses specified herein. If force majeure prevents such notice from being sent, it shall be sent on the business day following the day on which the force majeure ends.

5.4. The term of fulfillment of the Parties' obligations hereunder shall be suspended for the duration of force majeure and shall be resumed from the date of their termination. Accordingly, the Parties hereby confirm that without any addendum between the Parties, force majeure shall not terminate the Parties' obligations hereunder, but shall only suspend the terms for their fulfillment and upon termination of the force majeure, the Parties shall continue to fulfill their obligations hereunder in accordance with and on the terms and conditions set forth herein.

5.5. A certificate issued by a competent authority, organization, air carrier, and transport organization shall serve as a proof of force majeure. If the force majeure is generally known, the Parties shall be exempted from the obligation to prove its impact.

5.6. If force majeure occurs within 30 (thirty) days, either Party may terminate this Agreement with obligatory preliminary mutual settlements for actually rendered services, but without obligations to reimburse any potential losses of the other Party. In case of force majeure, the Parties shall, if possible, prevent disclosure of confidential information. If the disclosure does occur, the Party shall notify the other Party of this fact as soon as possible, otherwise the Party that failed to notify of the disclosure of confidential information shall be liable without taking into account the impact of force majeure.

6. Confidentiality

6.1. The Parties shall not disclose without the prior written consent of the other Party to anyone the contents of the Agreement or any of its provisions, as well as any documentation or information provided by or on behalf of the Party by other persons, with the exception of those personnel engaged by the Party for the performance hereof. The said information shall be provided to such personnel confidentially and to the extent necessary for fulfillment of contractual obligations.

6.2. The Parties shall not use any of the above documents or information without the prior written consent of the Party, except for the purposes of implementation of the Agreement and/or in cases stipulated by the regulatory legal acts of the Parties' states.

7. Dispute resolution

7.1. Disputes and disagreements that may arise during the execution hereof will be resolved through negotiations between the parties, if possible.

7.2. If it is impossible to resolve disputes through negotiations, any disputes, disagreements or claims arising out of or in connection with this Agreement, including those relating to its breach, termination or invalidity, shall be subject to final settlement in _____.

8. Final provisions

8.1. The Agreement shall come into force since the date of its signing by both Parties and shall remain in force until the Parties discharge their liabilities in full.

8.2. This Agreement may not be amended, supplemented and/or terminated unilaterally, except as provided by the current legislation _____.

8.3. All terms and conditions hereof shall be binding on or apply for the benefit of the Parties.

8.4. This Agreement is made in two copies in Russian language: one copy for each of the parties having equal legal force.

8.5. All amendments hereto shall be executed by an addendum and signed by the authorized representatives of the Parties

8.6. Any notice given by one party to the other party under the Agreement shall be sent by letter, telegram, telex or facsimile followed by the original.

8.7. If one of the Parties is reorganized, the rights and obligations hereunder shall not be terminated and shall be transferred to the legal successors of the Parties.

8.8. Anything not regulated herein shall be governed by _____.

9. Legal addresses of the Parties and bank details