

Guarantee Agreement Securing Overdraft / Card Credit

Guarantor information

Guarantor

name, surname – for individuals / company name – for corporate entities

Account No.

LV AIZK

Definitions

Borrower

name, surname – for individuals / company name – for corporate entities

Borrower's
account No.

LV AIZK

Bank

JSC „Aizkraukles banka”.

Loan agreement loan agreement between the BANK and the BORROWER on granting overdraft (loan) / card credit of

on the grounds of overdraft (loan) / card credit
application submitted to the BANK on

day month year

Debt

the principal amount of the loan advanced to the BORROWER, which has not been repaid to the BANK, interest, penalties and other payments under the loan agreement, the full amount of advanced funds, which has not been repaid, regardless of validity of the loan agreement.

Event of default
of the debt

the BORROWER'S failure to repay the debt or any part thereof to the BANK within the term and according to procedures stipulated in the loan agreement.

Collateral information

- Guarantor's deposit** Repayment of overdraft (loan) / card credit, interest on overdraft (loan) / fee for card credit, and any other payments due from the BORROWER under the loan agreement are secured by the deposit with JSC "Aizkraukles banka":

LD

- Guarantor's funds** Repayment of overdraft (loan) / card credit, interest on overdraft (loan) / fee for card credit, and any other payments due from the BORROWER under the loan agreement are secured by funds in the account with JSC "Aizkraukles banka" No.

LV AIZK

Until all liabilities of the BORROWER arising out of the loan agreement are completely discharged, the BANK, unilaterally, following its own discretion, and without notifying the GUARANTOR, shall be entitled to determine and apply restrictions on GUARANTOR'S disposal of funds in the specified account.

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Liabilities of the guarantor

1. The GUARANTOR shall undertake in full the obligations of the BORROWER to the BANK arising out of the loan agreement, including payment of debt and any other subsidiary claims of the BANK (including payment of expenses related to loan recovery), until the BORROWER'S obligations under the loan agreement are completely discharged. The GUARANTOR shall be also liable for all the obligations of the BORROWER that arise out of the amendments to the loan agreement, including without limitation, the following: increasing the loan principal, extending or shortening the loan repayment term, increasing the loan interest rate.
2. The GUARANTOR shall undertake in lieu of the BORROWER the liability to the BANK for the debt of the BORROWER, as defined by part 2 of article 1702 of the Civil Law of the Republic of Latvia, and hereby waives the right to claim that the BANK seeks recovery from the BORROWER first.
3. The GUARANTOR shall be released from obligations to the BANK only after the debt completely ceases to exist.
4. All GUARANTOR'S funds held in the GUARANTOR'S accounts with JSC "Aizkraukles banka" shall be pledged in favour of the BANK as a financial pledge and shall be used to secure the BANK claims against the BORROWER arising out of the loan agreement.
5. In case the person that has signed this agreement appears to be not authorized to represent the GUARANTOR, as the same claims to be the representative thereof, the same as an individual undertakes all obligations arising out of this agreement.
6. The BANK shall be also entitled to partially exercise rights arising out of this agreement, which does not preclude any other or further exercise of that or any other right in full in the future.
7. This agreement is executed in one counterpart and shall be retained by the BANK. Following the GUARANTOR'S request, the BANK shall issue a certified copy of this agreement to the GUARANTOR.

Guarantor's confirmation

I am informed of the BANK obligation to provide information to the Bank of Latvia and right to receive information from the Bank of Latvia on instances stipulated by the Regulation for the Credit Register. I am informed of rights to receive information regarding myself that is included in the Credit Register of the Bank of Latvia. The Bank of Latvia "Regulation for the Credit Register" can be found at the Bank of Latvia Internet homepage: www.bank.lv.

I have read JSC "Aizkraukles banka" General Business Terms and Conditions, consent thereto, and agree to be bound thereby.

Date

day		month		year			

signature of the guarantor – for individuals /
signature of the guarantor's representative, print full name, seal – for corporate entities

test-key									

Place
of signing

city and / or country

Date

day		month		year			

signature of the bank authorized person