

LIST OF GUARANTORS'/SECURITY PROVIDERS' OBLIGATIONS AND RIGHTS IN RELATION TO THE BANKING AND/OR CREDIT FACILITIES GRANTED BY USB BANK PLC IN THE CONTEXT OF THE «CODE OF CONDUCT ON THE HANDLING OF BORROWERS IN FINANCIAL DIFFICULTIES»

In an effort to achieve a more efficient cooperation and promote full transparency with regard to the rights and obligations of Guarantors/Security Providers in view of securing facilities, which have been granted or will be granted in the future by the Bank to:

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(hereinafter called «the Borrower»), in accordance with the provisions of the Directive on Arrears Management of 2013, issued by the Central Bank of Cyprus (hereinafter called «the Directive») under article 41 of the Business of Credit Institutions Laws of 1997 to 2013, and the «Code of Conduct on the handling of borrowers in financial difficulties» (hereinafter called «the Code»), USB BANK PLC (hereinafter called «the Bank») has prepared the following list setting out, indicatively and not restrictively, the obligations and rights of the guarantors/security providers in relation to the facilities granted or to be granted by the Bank to a Borrower as set out in the Directive.

1. In addition to my obligations as a Guarantor/Security Provider emanating from the guarantee and/or collateral pledge agreements signed/to be signed in order to obtain the credit facilities referred to hereinabove, I hereby state and expressly agree that I will faithfully observe the following obligations, for as long as the Borrower maintains credit facilities with the Bank:

Guarantors'/Security Providers' Obligations

I acknowledge and accept that:

- i. I must fully cooperate with the Bank in order to reach a viable restructuring solution for the facilities of the Borrower I have guaranteed/for whom I provided security,
- ii. the Bank reserves the right to reject any Borrower's request for restructuring at its absolute discretion,
- iii. I must show integrity, honesty and transparency and always act in good faith,
- iv. I must provide timely, full, complete, updated and correct financial data and information requested by the Bank with regard to my financial situation, when and if required, including documented data on income, expenses and other financial information,
- v. I must communicate all relevant information, including details of my credit facilities with other credit institutions in view of the assessment of my financial situation and status and a potential consensus between all Borrower's creditors and the Borrower's guarantor/security provider,
- vi. I must cooperate with regard to the provision of additional relevant supporting documents requested by the Bank,

- vii. I must, if I am requested to do so, prepare and deliver a signed Personal Financial Statement as referred to in the «Code» (*this applies in the case of a guarantor/security provider of a natural person*),
- viii. I must state that I understand that the best solutions may be achieved by fully cooperating and collaborating with the Bank,
- ix. I must be receptive to the Bank's restructuring proposals to the Borrower,
- x. I state that I understand that non-compliance on my part with the repayment programme and failure to provide reliable information may terminate the Bank's cooperation with the Borrower and, possibly, lead to legal proceedings both against the Borrower and myself as a guarantor/security provider,
- xi. I must not proceed to any action, which could negatively influence the position of the Bank and its collateral,
- xii. I acknowledge and accept my obligations as referred to in the Protection of a Specific Category of Guarantors Law of 2003 (197(I)/2003) (applicable to Guarantors falling within the provisions of the said Law).

Guarantors'/Security Providers' Rights

I acknowledge and accept as a guarantor/security provider that, whenever the Bank proposes possible restructuring options and/or restructuring solutions to the Borrower:

- (a) The Bank must assist me in understanding, in case of restructuring of the Borrower's credit facilities, the various possible restructuring options,
 - (b) The Bank must provide me with reasonable time to proceed with my own assessment regarding the consequences of every possible restructuring option,
 - (c) I am entitled to seek the advice of an independent professional to assist me in understanding the restructuring solutions regarding the Borrower's credit facilities and reaching a decision if I deem it necessary,
 - (d) I am entitled to have the opportunity to discuss with the Bank and/or obtain clarifications in relation to any proposed restructuring solutions regarding the Borrower's credit facilities,
 - (e) I am entitled to any other rights arising from the Directives of the Central Bank on facilities restructuring and/or from any other law of the Republic of Cyprus in force including the rights provided for in the Protection of a Specific Category of Guarantors Law of 2003.
2. This document is supplementary and forms an integral part of the guarantee agreements and collateral pledge agreements and/or any other relevant documents signed and/or to be signed between the Bank and myself as the Borrower's guarantor/security provider.
 3. Any reference to a customer or customers herein concern a borrower or borrowers, as the term is interpreted in the Directive.

4. Words in the singular will include the plural form and words representing the masculine gender will include the feminine gender and vice versa.
5. The terms person/customer/borrower includes an individual, a company or any other union of persons.

By placing my signature hereunder,

- (a) I acknowledge receipt of this document and confirm that I have fully understood my rights and obligations as set out, *inter alia*, in the «Directive» and the «Code» and which include, *inter alia*, the obligations and rights referred to hereinabove,
- (b) I acknowledge and understand that in case of non-compliance on my part with the above obligations of mine or with the terms of the agreements signed and/or to be signed between us, the Bank reserves the right to proceed with the termination of the Borrower's facilities with the Bank and, as the case may be, take legal and judicial measures against the Borrower and myself, with the possibility of being charged with legal fees and/or judicial expenses, which will arise upon completion of the court proceedings.

The guarantor/security provider

.....
(Signature)

Date/...../.....