

Amasezerano y'ingwate

No CO-«CRE_CONTRATO»

Aya masezerano akozwe kuwa 13/05/2025

HAGATI YA

AB RWANDA PLC (Yahoze yitwa AB BANK RWANDAPLC): Sosiyete Nyarwanda ifite icyicaro gikuru i Kigali Akarere ka Nyarugenge, Umurenge wa Nyarugenge, Akagari ka Kiyovu; 78 St 15 Kigali, yanditswe muburyo bwemewe n'amategeko nk'ikigo cy'imari iciriritse ikaba ifite icyemezo No. 102802551 hamwe n'icyemezo cyo gukora imirimo y'ikigo cy'imari numero 17 (muri aya masezerano yitwa "Ikigo cy'Imari" ku ruhande rumwe:

Na

«**AVA_NOMBRE**» utuye («**AVA_DOMICI**») akaba afite Indangamuntu y'u Rwanda/Urupapuro rw'Abajya mu mahanga/ No. «**AVA_NUMDOC**» muri aya masezerano yitwa "Nyiri Ingwate")

«**CAV_NOMBRE**» utuye («**CAV_LUGDOC**») akaba afite Indangamuntu y'u Rwanda/Urupapuro rw'Abajya mu mahanga/ Uruhushya rwo gutwara imodoka rwatanze No. «**CAV_NUMDOC**» muri aya masezerano yitwa Uwo bafatanyije ingwate

ku rundi uhande:

DUSHINGIYE KO

- A. «**CLI_NOMBRE**» (witwa "Uwahawe inguzanyo") yahawe inguzanyo y'amafaranga «**CRE_MONAPR**» FRW («**CRE_MONLET**») n'ikigo cy'imari ku Masezerano y'Inguzanyo CR-«**CRE_CONTRATO**» yakozwe ku itariki ya 13 May 2025 hagati y'ikigo cy'Imari n'Uwahawe inguzanyo (yitwa "Amasezerano y'Inguzanyo") aho ari ngombwa ko ingwate itangwa kugira ngo iyo nguzanyo yavuzwe itangwe.
- B. Nyiri Ingwate n'ikigo cy'Imari bagiranye aya masezerano akaba ari kimwe mu bigize amasezerano y'Inguzanyo kugira ngo habeho kwizera ko Uwahawe inguzanyo azuzura inshingano zikubiye muri ayo masezerano y'Inguzanyo.
- C. Impande zombi zemeranywe ko imikoranire yabo izaba ishingiyeye ku bikubiye, ibiteganyijwe ndetse n'ibyumvikanyweho bikurikira.

MURI AYA MASEZERANO IMPANDE ZOMBI ZEMERANYIJWE ibi bikurikira:

Ingingo ya 1: Kwemera kwishyura

Nyiri Ingwate asezeranye ko azishyura Ikigo cy'Imari igihe ibimusabye, amafaranga yose n'amadeni iberewemo agomba kwishyurwa Ikigo cy'Imari n'Uwahawe inguzanyo hashingiwe ku masezerano y'Inguzanyo igihe bibaye ngombwa kuyishyura.

Aya mafaranga akubiyemo inguzanyo zose cyangwa avansi zagiye zihabwa Uwahawe inguzanyo hashingiwe ku masezerano y'Inguzanyo, hamwe n'inyungu zibarwa ku muni wo kwishyura hakurikijwe ijanisha ku nyungu (rates) n'ibiteganywa mu masezerano y'Inguzanyo, n'amafaranga ya y'ikigo yose n'inyungu n'andi mafaranga yemewe n'amategeko yishyuzwa Nyiri Ingwate cyangwa Imitungo igwaturijwe (nk'uko bisobanuye mu ingingo ya 2 hepfo), n'andi mafaranga yose yishyurwa.

Ingingo ya 2: Ingwate

Hashingiwe ku masezerano y'Inguzanyo, Nyiri Ingwate atanze kandi yemeye guha Ikigo cy'Imari impapuro mpamo zose z'ingwate ikurikira (yitwa "Imitungo igwaturijwe") nk'icyemezo cy'uko Uwahawe inguzanyo azakomeza kwishyura no kubahiriza inshingano zikubiye mu Masezerano y'Inguzanyo:

Ibisobanuro n'ingano by'imitungo igwaturijwe	Agaciro (liquidation value) mu mafaranga (RWF)
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«GAR_DESCR1»	«GAR_MONT1»
«GAR_DESCR2»	«GAR_MONT2»
«GAR_DESCR3»	«GAR_MONT3»
«GAR_DESCR4»	«GAR_MONT4»
«GAR_DESCR5»	«GAR_MONT5»
«GAR_DESCR6»	«GAR_MONT6»
«GAR_DESCR7»	«GAR_MONT7»
«GAR_DESCR8»	«GAR_MONT8»
«GAR_DESCR9»	«GAR_MONT9»
«GAR_DESCR10»	«GAR_MONT10»
«GAR_DESCR11»	«GAR_MONT11»
«GAR_DESCR12»	«GAR_MONT12»
«GAR_DESCR13»	«GAR_MONT13»
«GAR_DESCR14»	«GAR_MONT14»
«GAR_DESCR15»	«GAR_MONT15»
«GAR_DESCR16»	«GAR_MONT16»
«GAR_DESCR17»	«GAR_MONT17»
«GAR_DESCR18»	«GAR_MONT18»
«GAR_DESCR19»	«GAR_MONT19»
«GAR_DESCR20»	«GAR_MONT20»
«GAR_DESCR21»	«GAR_MONT21»
«GAR_DESCR22»	«GAR_MONT22»
«GAR_DESCR23»	«GAR_MONT23»
«GAR_DESCR24»	«GAR_MONT24»
«GAR_DESCR25»	«GAR_MONT25»
IGITERANYO	«AVA_TOT_GAR»

Ingingo ya 3: Ibyo Nyiri Ingwate Yiyemeje

Nyiri Ingwate yemeje kandi ahamije ko ari we wenyine nyiri imitungo igwatirijwe yavuzwe haruguru wemewe n'amategeko kandi ko imitungo igwatirijwe nta handi yayitanzeho ingwate.

Ingingo ya 4: Uburenganzira n'Inshingano bya Nyiri Ingwate

- 4.1. Nyiri Ingwate yiyemeje gushyikiriza Ikigo cy'Imari ibyemezo byose cyangwa ibyangombwa n'impapuro mpamo z'imitungo igwatirijwe bikabikwa n'Ikigo kugeza igihe Uwahawe inguzanyo azaba yarangije kuzuzwa inshingano ze nk'uko biteganyijwe mu masezerano y'Inguzanyo. Ibyemezo cyangwa impapuro mpamo z'imitungo bitahawe Ikigo cy'Imari ku mpamvu iyo ariyo yose bigomba gucungirwa Ikigo mu bwizerane bikabikwa ahantu hatekanye kandi hakirindwa ko byangirika.
- 4.2. Nyiri Ingwate akomeza gutunga Imitungo igwatirijwe kandi agakomeza kuyikoresha, kuyirinda no kuyicungira umutekano kandi akayirinda kwangirika no kuba yatezwa impanuka n'undi muntu.
- 4.3. Nyiri Ingwate ntagomba kugurisha, kwiha kugabanya agaciro k'imitungo igwatirijwe,

gucuruzwa cyangwa gutanga Imitungo Igwatirijwe yavuzwe haruguru cyangwa kugerageza kubikora nta cyemezo cyanditse cyatanzwe mbere na Ikigo cy'Imari

- 4.4. Nyiri Ingwate ntabwo yemerewe gutangaho ingwate cyangwa kwemera ko Imitungo Igwatirijwe yavuzwe haruguru itangwaho ingwate ku zindi nguzanyo cyangwa andi madeni, cyangwa gutuma hakomeza kubaho imbogamizi ku Mitungo Igwatirijwe nta cyemezo cyanditse cyatanzwe n'Ikigo mbere.
- 4.5. Igihe habayeho kubura cyangwa kwangirika cyane, Nyiri Ingwate asabwa guhita amenyesha Ikigo iby'iryo bura/iyangirika ndetse no gusimbuza ingwate indi mitungo bifite agaciro kangana.
- 4.6. Nyiri Ingwate amenyeshereza ku gihe Ikigo cy'Imari, imanza, integuza cyangwa amakimbirane arebana n'Umutungo Ugwatirijwe cyangwa ibindi bibazo bya ngombwa birebana n'Imitungo igwatirijwe.
- 4.7. Nyiri ingwate agomba gukomeza kwishyura imisoro yose aho biri ngombwa.
- 4.8. Mu gihe amasezerano y'ingwate akiriho, Nyiri ingwate ashobora gusabwa gufata Ubwishingizi bw'ingwate, nko ku nkongi y'umuriro, cyangwa ubundi bwishingizi bwaba ngombwa. Nyiri ingwate

ategetswe gukora ubwishyu kwasabwe bitarenze icyumweru akabimenyesha Ikigo cy'Ihari yerekana amasezerano y'ubwishingizi hamwe n'inyemezabwishyu.

- 4.9. Nyiri ingwate ntiyemerewe guhindura icyo ari cyo cyose (kongera cyangwa kugabanya) ku mitungo yatanzeho ingwate atabimenyesheje Ikigo cy'Ihari ngo ibimwemerere mu nyandiko.

Ingingo 5: Uburenganzira n'Inshingano by'Ikigo cy'Ihari

- 5.1. Ikigo cy'Ihari gifite ububasha bwo kwandikisha ingwate ku mwanditsi mukuru ushinze iby'ingwate.
- 5.2. Ikigo cy'Ihari gifite uburenganzira busesuye bwo gusura ingwate mu rwego rwo kugenzura uko ingwate imeze mu gihe cyose Amasezerano y'Inguzanyo azamara hakurikijwe amategeko.
- 5.3. Igihe habaye kubura cyangwa kwangirika kw'ingwate Ikigo gifite uburenganzira bwo kwaka ingurane ifite agaciro bingana.
- 5.4. Mu gihe Uwahawe inguzanyo atabashije kuzuza inshingano ze nk'uko biri mu masezerano y'Inguzanyo, Ikigo cy'Ihari gifite uburenganzira bwo kwegurirwa ingwate, gucunga ingwate, gukodesha ingwate, cyangwa kugurisha ingwate kugira ngo yiyishyure hashingiye ku mategeko abiteganywa.
- 5.5. Mu gihe Uwahawe inguzanyo atabashije kuzuza inshingano ze nk'uko biri mu Masezerano y'Inguzanyo, Ikigo cy'Ihari gifite uburenganzira bwo gusaba Umwanditsi Mukuru ko yakwishyurwa umwenda iberewemo hakurikijwe imwe mu nzira zavuzwe haruguru mu gice cya 5.4 cyangwa ikitabaza inkiko.
- 5.6. Igihe icyo aricyo cyose Ikigo gishobora guha uburenganzira bwayo buri muri aya masezerano undi muntu kandi ntabwo ari ngombwa kubisaba Nyiri Ingwate.

Ingingo ya 6: Imenyesha

Imenyesha ryose n'izindi nyandiko zirebana n'aya masezerano bigomba kuba byanditse kandi bigashyikirizwa Ikigo cy'Ihari ku kicaro cyayo cyangwa kuri rimwe mu mashami yacyo, cyangwa bikohererezwa Nyiri ingwate aho aherereye hazwi n'Ikigo..

Ingingo ya 7: Igihe Amasezerano Amara

Aya masezerano akomeza gukurikizwa kugeza igihe Uwahawe inguzanyo yujuriye inshingano ze nk'uko ziri muri aya Masezerano y'Inguzanyo. Igihe bigaragaye mu nyandiko z'Ikigo ko Uwahawe inguzanyo yujuje inshingano ze nk'uko byari biteganyijwe. Nyiri Ingwate aha avanirwaho

inshingano zari ziteganyijwe muri aya masezerano.

Ingingo ya 8: Ingingo z'Inyongera

- 8.1. Nyiri Ingwate yemera kandi yemeza ko ibitabo na Konti by'Ikigo ari byo gihamya cyonyine byerekana umubare w'amafaranga agomba kwishyurwa cyangwa amafaranga Uwagujije agomba kwishyura ku nguzanyo yahawe.
- 8.2. Impaka hagati y'Ikigo cy'Ihari na Nyiri Ingwate zidashobora gukemuka mu bwumvikane bw'impande zombi mu gihe cy'iminsi cumi n'itanu (30) impaka impande zombi zizfashisha inkiko zibifitiye ububasha. Nyamara impaka zirebana n'ingwate yanditswe mu gitabo cyandikwamo ingwate mu biro by'Umwanditsi Mukuru zidashobora gukemuka mu bwumvikane bw'impande zombi mu gihe cy'iminsi mirongo itatu (30) zizakemurwa hakurikijwe amategeko y'U Rwanda.
- 8.3. Umwimerere w'ay'amasezerano wateguwe m'ururimi rw'icyongereza uhindurwa mu Kinyarwanda, igihe habaho kwitiranya insobanuro y'ijambo cyangwa se igika, hakwifashishwa ururimi rw'icyongereza.

Uguta agaciro kw'ingingo imwe cyangwa ingingo nyinshi z'aya masezerano, ntibizabura izindi ngingo zisigaye kugumana agaciro kazoo. Impande zombi zemeranyijwe ko ingingo yose izaba itagifite agaciro muri aya masezerano izahindurwa kugirango ihuze n'icyo impande zombi zagenderewe mugukora aya masezerano.

Ingingo ya 9: Amasezerano

Aya masezerano akubiyemo ubwumvikane busesuye bw'abayasinye hashingiye ku biyakubiyemo kandi haseguriwe Amasezerano y'Ubwishingire n'Amasezerano y'ingwate, nta yandi masezerano, ibikubiye mu yandi masezerano, ibisabwa cyangwa inshingano, amabwiriza mu magambo cyangwa yanditse akurikizwa uretse aya masezerano haseguriwe ibiteganywa n'amategeko cyangwa ibwirizantanzwe na Banki Nkuru y'Igihugu cyangwa urundi rwego rufata ibyemezo.

Ingingo ya 10: Itegeko rigenga amasezerano

Aya masezerano agengwa n'amategeko y'u Rwanda kandi mu gihe havutse impaka zidashobora gukemurwa n'impande zombi, impande zagiranye amasezerano zizitabaza gusa inkiko zo mu Rwanda ku bibazo byose birebana n'ayo Masezerano.

Nyiri Ingwate yemeye ko yasomye neza aya masezerano kandi ko yumva kandi yemera inshingano n'uburenganzira biyakubiyemo.

Ikigo cy'Ihari kibinyujije k'Uyihagarariye mu buryo bwemewe na Nyiri Ingwate bahamije ko aya



masezerano ashyirwa mu bikorwa uko bikwiye ku munsu n'umwaka byavuzwe haruguru.

Kurinda amakuru bwite n'imibereho bwite by'umuntu. Amakuru yose yumuntu akubiye muri aya masezerano azatunganywa kandi arindwe nkuko biteganywa n'Itegeko N° 058/2021 yo kuwa 13/10/2021 ryerekeye kurinda amakuru bwite n'imibereho bwite by'umuntu, ku bijyanye no kubika, gutunganya amakuru bwite no guhindura igihe habayeho impinduka ku ibikorwa bijyanye amakuru bwite n'imibereho bwite by'umuntu, impande zombi zigomba gukoresha uburyo bunoze bwo kurinda amakuru yihariye kandi akazirikana ko gutanga amakuru cyangwa amakuru atabifitiye uburenganzira uruhande rwatanze amakuru rutabihereye uburenganzira ruzabiryoza ndetse runabitangire n'indishyi k'uzaba yatangiwe amakuru ye bwite.

KURUHANDE RW' IKIGO CY'IMARI.

Umukono:

Amazina:

Uhagarariye AB Rwanda PLC

Umukono:

Amazina:

Uhagarariye AB Rwanda PLC

KURUHANDE RWA BA NYIRI' NGWATE

Umukono:

Amazina:

Umukono:

Amazina:

Collateral Contract

No CO-«CRE_CONTRATO»

This Agreement is effective 13/05/2025

BETWEEN

AB Rwanda PLC(Formerly AB BANK RWANDA PLC), a duly licensed Microfinance incorporated under the Laws of Rwanda, Central Bank license N°17 and Company Registration Number (CRN) 102802551, with its head office located in Kigali City Province, Nyarugenge District, Nyarugenge Sector, Kiyovu cell, Street no. 78 *Building No. 15* and P.O. BOX 671 and hereinafter referred to as « **Financial Institution** », on one hand;

and

«**CLI_NOMBRE**» of («**CLI_DOMICI**»); whose *National Identification Card/ Rwandan Passport/* No. is «**CLI_NUMDOC**» and hereinafter referred to as the “**Owner of the Collateral**” and «**CON_NOMBRE**» of («**CON_DOMICI**»); whose *National Identification Card/ Rwandan Passport/* No is «**CON_NUMDOC**» and hereinafter referred to as the **Co-owner** on the other part.

WHEREAS

- A. «**CLI_NOMBRE**» (hereinafter referred to as the “**Borrower**”) obtained a Loan of *RWF* «**CRE_MONAPR**» («**CRE_MONLET**») from the Financial Institution under Loan agreement CR-«**CRE_CONTRATO**» dated 13 May 2025 entered into between the Financial Institution and the Borrower (hereinafter referred to as the “**Loan Agreement**”) on condition that collateral be provided in order to secure the said Loan.
- B. The Owner of the Collateral and the Financial institution have entered into this Agreement which is an integral part of the Loan agreement in order to ensure the fulfillment of the obligations of the Borrower under the said Loan agreement..
- C. The parties hereto have agreed that their relationship shall be based on the following terms conditions and understandings.

NOW THIS AGREEMENT WITNESSETH as follows:

Article 1: Covenant to pay

The Owner of the Collateral covenants that he/she will pay the Financial institution on demand all payment due and discharge all obligations and liabilities due to the Financial institution at the date of this Agreement or thereafter owing to the institution by the Borrower under the Loan agreement.

For avoidance of doubt, obligations and liabilities shall include all loans or advances from time to time made to the Borrower under the Loan agreement, together with interest to the date of payment at the rates and upon the terms set out in the Loan agreement, and all institutional related fees and other charges and all legal and other costs and expenses incurred by the institution in relation to the

Owner of the Collateral or the Collateral Assets (defined in clause 2 Below).

Article 2: Collateral

In consideration of the Institution lending to the Borrower under or in terms of the Loan agreement, the Owner of the Collateral provides and agrees to assign to the institution absolutely and with full title guarantee, the following collateral (hereinafter referred to as the “**Collateral Assets**”) as continuing security for the payment and discharge of the Borrower's obligations under the Loan agreement:

Description and Quantity	Liquidation Value in RWF
«GAR_DESCR1»	«GAR_MONT1»
«GAR_DESCR2»	«GAR_MONT2»
«GAR_DESCR3»	«GAR_MONT3»
«GAR_DESCR4»	«GAR_MONT4»
«GAR_DESCR5»	«GAR_MONT5»
«GAR_DESCR6»	«GAR_MONT6»
«GAR_DESCR7»	«GAR_MONT7»
«GAR_DESCR8»	«GAR_MONT8»
«GAR_DESCR9»	«GAR_MONT9»
«GAR_DESCR10»	«GAR_MONT10»
IGITERANYO	

Article 3: Declaration of the Owner of the Collateral

The Owner of the Collateral confirms and warrants that they are the sole and exclusive legal owner of the above listed Collateral Assets and that the Collateral Assets are not subject to any attachment and do not serve as pledge or security for any other loans debts or liabilities..

over the Collateral Assets without prior written approval of the institution .

Article 4: Rights and obligations of the Owner of the Collateral

4.1 The Owner of the Collateral shall deposit with the institution to hold and retain all certificates or documents of title to the Collateral Assets (and any replacement collateral) to be held by the institution until complete fulfillment of the Borrower's obligations under the Loan agreement. Any certificates or documents of title not deposited with the institution for any reason shall be held in trust for the it and kept safe and undamaged.

4.2 The Owner of the Collateral shall keep ownership and usage of the Collateral Assets and is required to ensure the safety and integrity of the Collateral Assets and to protect them from damage and the possibility of claims from third parties.

4.3 The Owner of the Collateral must not sell, assign discount, factor or otherwise dispose of any of the above listed Collateral Assets or attempt to do so without the prior written approval of the institution .

4.4 The Owner of the Collateral is not allowed to pledge or permit to be pledged any of the above listed Collateral Assets to secure other loans or liabilities, or otherwise create or permit to subsist any encumbrance on or

4.5 In the event of loss or substantial damage the Owner of the Collateral is required to immediately inform the institution of such loss/damage and replace the collateral with other item(s) of the same value.

4.6 The Owner of the Collateral shall promptly inform the institution of any claim, notice or dispute relating to any Collateral Asset and of all other matters relevant or in any way material to the Collateral Assets.

4.7 The Owner of the Collateral will during the continuance of this security pay all rates, taxes impositions levied or charged upon the collateral where applicable.

4.8 During the continuance of this security, the Owner of the Collateral will, where applicable and upon request, insure the collateral against, including but not limited to, loss or damage by fire in the joint names of the institution and the Borrower's. The Owner of the Collateral will make all payment required for the above purposes not later than one week after the same shall be due and on demand produce to the institution the policy of such insurance and the receipt for such payment.

4.9. The Owner of Collateral will not, where applicable, during the continuance of this security make any structural alterations or additions to any buildings comprised in this security without the consent of the institution in writing.

Article 5: Rights and obligations of the Financial Institution

- 5.1 The institution reserves the right to duly register all or part of the collateral with the Registrar General of Securities.
- 5.2 The institution has the unlimited right of access to the collateral to verify the condition of the collateral throughout the duration of the Loan agreement within the limits of the law.
- 5.3 In case of loss or damage of the collateral the institution has the right to demand a replacement of the same value.
- 5.4 In the event that the Borrower fails to fulfill his/her obligations under the Loan agreement, the institution has the right to seek recovery of the amounts due using the collateral. For purposes of clarity, the institution may opt to recover its dues using one of the following ways: taking possession of the collateral, enforcing the power to manage the collateral, lease, sell or take over (take ownership of) the collateral in accordance with applicable law.
- 5.5 In the event that the Borrower fails to fulfill his/her obligations under the Loan agreement the institution has the right to request the Registrar General for permission to seek recovery of the sums due using any of the remedies in 5.4. or through a court judgement.
- 5.6 The institution may at any time assign all or any of its rights under this Contract to any person and no consent shall be required from the Owner of the Collateral to any such assignment.

Article 6: Notices

Any notice and other communications in connection with this Agreement shall be in writing and shall be deemed to have been properly served on the institution if delivered by hand to the institution at its registered office or to one of its branches and duly received, or delivered to the Collateral Owner at his/her last known address.

Article 7: Termination

This Agreement shall remain in force until complete fulfillment of the Borrower's obligations under the Loan agreement. Once the Institutional records indicate that all of the

Borrower's obligations have been duly fulfilled the Owner of the Collateral shall automatically be released from their obligations under this Agreement.

Article 8: Additional provisions

- 8.1. The Owner of the Collateral hereby acknowledges and concedes that the institution's books and accounts shall be sole evidence of the sum due or which the Borrower is bound to pay in respect of the credit.
- 8.2 Disputes between parties which cannot be resolved by means of amicable mutual agreement within fifteen (15) days of the dispute having arisen shall be referred to Rwandan Competent Courts of in. For avoidance of doubt, disputes that involve loans with secured collateral shall be subject to a minimum thirty (30) day notice for resolving of the dispute before legal action is taken.
- 8.3. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. Parties agree that any unenforceable provision within this Agreement will be modified to reflect the parties' original intention.

Article 9: Entire Understanding

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no other promises, terms, conditions or obligations verbal or written express or implied other than those contained in this agreement save as may be imposed by statute or other compulsory regulation issued by the National Bank of Rwanda or other regulator.

Article 10: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Rwanda and in the event of disputes which cannot be settled on a bilateral basis the parties consent to the exclusive jurisdiction of the Rwandan courts in all matters regarding it.

The Owner of the Collateral hereby acknowledges that s/he has read this Agreement and that s/he understands and agrees to the obligations, liabilities and rights hereunder.

Personal Data Protection and privacy. All personal data contained in the agreement shall be processed and protected in accordance with law number N° 058/2021 of 13/10/2021 relating to the protection of personal data and privacy, with



regard to the processing of personal data and any amendments or re-enactment related to the personal data. Each party shall maintain effective personal data protection system and bear in mind that any unauthorized access of the data or personal information will lead to liability and indemnification of the other party for the loss or the liability arising as a result of such action.

IN WITNESS WHEREOF the Financial Institution through its duly authorised representative and the Owner of the Collateral have caused this agreement to be duly executed the day and year first before written.

FOR THE Financial Institution

Signature -----

Name: -----

As Supervisor/ Branch Manager duly authorised for and on behalf of AB Rwanda PLC

Signature -----

Name: -----

As Supervisor/ Branch Manager duly authorised for and on behalf of AB Rwanda PLC

FOR THE COLLATERAL OWNER

Owner of the Collateral

Signature: -----

Name: -----

Co-Owner

Signature: -----

Name: -----

CONTRAT DE GARANTIE

N° CO-«CRE_CONTRATO»

Ce contrat prend effet le 30/04/2025

ENTRE

AB Rwanda PLC (anciennement **AB BANK RWANDA PLC**), une institution de microfinance dûment agréée conformément aux lois de la République du Rwanda, immatriculée sous le numéro de licence de la Banque Centrale N°17 et le numéro d'enregistrement (CRN) 102802551, dont le siège social est situé à la Ville de Kigali, District de Nyarugenge, Secteur Nyarugenge, Cellule Kiyovu, Rue n°78, Immeuble n°15, B.P. 671, ci-après dénommée « **Institution Financière** », d'une part ;

ET

«**CLI_NOMBRE**» domicilié(e) à («**CLI_DOMICI**»), détenteur(trice) de la [Carte Nationale d'Identité / Passeport Rwandais](#) N° «**CLI_NUMDOC**», ci-après dénommé(e) le « Propriétaire de la Garantie », et «**CON_NOMBRE**» domicilié(e) à («**CON_DOMICI**»), détenteur(trice) de la [Carte Nationale d'Identité / Passeport Rwandais](#) N° «**CON_NUMDOC**», ci-après dénommé(e) le Co-propriétaire, d'autre part.

CONSIDÉRANT QUE :

A. «**CLI_NOMBRE**» (ci-après dénommé(e) « **l'Emprunteur** ») a obtenu un prêt de RWF «**CRE_MONAPR**» («**CRE_MONLET**») auprès de l'Institution Financière, en vertu du contrat de prêt CR-«**CRE_CONTRATO**» en date du 30 avril 2025, sous condition de mise à disposition d'une garantie pour sécuriser ledit prêt.

B. Le Propriétaire de la Garantie et l'Institution Financière ont convenu des présentes, lesquelles constituent une partie intégrante du contrat de prêt susmentionné, en vue d'assurer le respect des engagements de l'Emprunteur.

C. Les parties conviennent que leur relation sera régie par les termes et conditions ci-après :

Ces obligations comprennent notamment : le principal, les intérêts conformément au taux contractuel, les frais liés au crédit, ainsi que tous les frais juridiques engagés par l'Institution Financière.

Article 1 : Engagement de paiement

Le Propriétaire de la Garantie s'engage à rembourser sur demande toute somme due à l'Institution Financière et à s'acquitter de toutes les obligations et dettes de l'Emprunteur prévues dans le contrat de prêt.

Article 2 : Garantie

En contrepartie du prêt, le Propriétaire de la Garantie cède à titre de garantie continue et irrévocable les biens suivants, ci-après désignés les « Biens donnés en Garantie » :

Description et Quantité	Valeur Liquidative en RWF
«GAR_DESCRI1»	«GAR_MONT1»
...	...
«GAR_DESCRI25»	«GAR_MONT25»
Total:	

Article 3 : Déclaration du Propriétaire de la Garantie

Le Propriétaire de la Garantie déclare être le propriétaire légal exclusif des Biens donnés en Garantie, non grevés d'autres charges, ni objets de saisie.

Article 4 : Droits et obligations du Propriétaire de la Garantie

- 4.1. Déposer tous les titres ou certificats de propriété auprès de l'Institution Financière.
- 4.2. Assurer la conservation et la protection des biens.
- 4.3. S'interdire toute cession, vente, ou affectation des biens sans autorisation écrite préalable.
- 4.4. S'interdire toute mise en gage ou création d'autres charges sur les biens.
- 4.5. Remplacer immédiatement tout bien perdu ou endommagé.
- 4.6. Informer l'Institution de tout litige ou revendication.
- 4.7. Payer toutes taxes applicables sur les biens.
- 4.8. Le cas échéant, assurer les biens en copropriété avec l'Institution Financière contre l'incendie et autres risques.
- 4.9. S'abstenir de toute modification structurelle sur les bâtiments sans autorisation.

Article 5 : Droits et obligations de l'Institution Financière

- 5.1. Droit d'enregistrer tout ou partie des garanties au Registre Général.
- 5.2. Droit d'accès aux biens pour contrôle.
- 5.3. Droit d'exiger un remplacement en cas de dommage.

5.4. Droit de réaliser les biens en cas de défaillance de l'Emprunteur (vente, location, gestion ou prise de possession).

5.5. Droit de recours judiciaire ou administratif en cas de non-respect.

5.6. Droit de céder les droits à un tiers sans consentement du Garant.

Article 6 : Notifications

Toute notification sera transmise par écrit à l'adresse officielle de l'Institution ou du Propriétaire de la Garantie.

Article 7 : Résiliation

Le présent contrat reste en vigueur jusqu'au remboursement intégral du prêt. À la clôture du prêt, le Propriétaire de la Garantie est libéré de ses engagements.

Article 8 : Dispositions complémentaires

- 8.1. Le Propriétaire reconnaît que les livres de l'Institution font foi.
- 8.2. Les litiges seront soumis aux juridictions compétentes du Rwanda après une période de médiation de 15 à 30 jours.
- 8.3. Toute disposition non valide sera modifiée pour refléter l'intention des parties.

Article 9 : Intégralité de l'accord

Ce contrat constitue l'intégralité de l'accord entre les parties et remplace toute autre communication antérieure, sauf disposition légale ou réglementaire de la Banque Nationale du Rwanda.

Article 10 : Loi applicable

Ce contrat est régi par le droit rwandais. Les juridictions rwandaises sont seules compétentes pour tout litige non résolu à l'amiable.

Données à caractère personnel

Les données personnelles contenues dans ce contrat sont protégées conformément à la Loi n°058/2021 du 13/10/2021 relative à la protection des données personnelles et de la vie privée. Toute violation donnera lieu à réparation.

EN FOI DE QUOI, les parties ont signé :

POUR L'INSTITUTION FINANCIÈRE

Signature : _____

Nom : _____

Fonction : Superviseur / Responsable de l'Agence AB Rwanda PLC

POUR LE PROPRIÉTAIRE DE LA GARANTIE

Signature : _____

Nom : _____

CO-PROPRIÉTAIRE

Signature : _____

Nom : _____